



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, September 12, 2022

AGENDA

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

In accordance with the Town's Disaster Declaration dated March 21, 2020 related to the COVID-19 virus and the Town's Emergency Electronic Participation Policy for Regular and Special Meetings, this meeting will be held virtually in Zoom. Virtual access information including the Zoom meeting link will be provided on the Town's website and at designated posting places at least 24 hours prior to the meeting.

1. Call to Order – Roll Call

Mayor Colleen Whitlow
Mayor Pro Tem David Adams
Trustee Brooke Babcock
Trustee Debra Brodhead
Trustee Chris Cartwright
Trustee Trisha Harris
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.](#) Managers Report

6. Proclamations

[a.](#) Constitution Week September 17 - 23, 2022

7. 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.

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 August 29, 2022

[b.](#) August 2022 Aged Receivables

[c.](#) Check Register September 12, 2022

[d.](#) **Resolution No. 69-R-2022** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Orion Environmental, Inc. for Bean Plant Deconstruction and Demolition

[e.](#) **Resolution No. 70-R-2022** - A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town and Essenza Architecture, LLC for Community Center Architectural and Engineering Design Services

[f.](#) **Ordinance No. 1008** – An Ordinance of the Town of Mead, Colorado, Amending the Mead Municipal Code to Add Section 16-1-160 Regarding Reasonable Accommodation for Persons with Disabilities

- g. **Resolution No. 71-R-2022** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Glacier Construction Co., Inc. for Headworks Mechanical Bar Screen Replacement and Ventilation Improvements for the Wastewater Treatment Facility
- h. **Ordinance No. 1009** – An Ordinance of the Town of Mead, Colorado Conditionally Approving the Specialty Products Company Site Plan
- i. CIRSA 2023 Property / Casualty Insurance Renewal

9. Public Hearing

- a. **Grand Meadow Preliminary Plat & Planned Unit Development
Continued from August 8, 2022**

i. Grand Meadow Preliminary Plat and Planned Unit Development

10. 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.*

11. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

12. 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.

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: September 12, 2022

SUBJECT: Town Manager Report

- For the November 8, 2022, Municipal Election one candidate petition for Mayor and five candidate petitions for the four Trustee positions were received and deemed sufficient. On September 7th a drawing was held to determine the order of candidate names on the ballot. The draft ballot language is attached.
- There are several statewide ballot measures for the November 8, 2022 election. Attached is a current listing.
- After careful consideration of the issue, the Board of Trustees voted to postpone the proposed warehouse tax for the November 8, 2022, election.
- The third and final Meet, Greet and Eat with the Board of Trustees for 2022 was held on Tuesday, August 30th at the Grand View Estates subdivision, 240 Grand View Circle, from 6:00 p.m. to 7:30 p.m. The event was very well attended as residents were there to discuss issues with Trustees and the Mayor.
- The new Public Works building located at 1341 Welker is nearing completion. Current plans indicate the building will be ready to occupy by the end of September. Supply chain issues have delayed the delivery of overhead doors.
- The bridge over I-25 at the Welker exit in Mead was severely damaged on August 8. This bridge is the responsibility of CDOT to repair and maintain. On Wednesday, September 7, CDOT opened the north side of the bridge to westbound traffic. Emergency repairs to the bridge will take place over the next two months. Upon completion, the bridge will open to full two-way traffic. Current plans call for the bridge to be open by November 1.
- Work on the traffic signals being installed at the Welker (CR34) / I-25 Interchange will resume in the next few days. Work was suspended while CDOT evaluated options for the bridge repair.
- Key projects update:
 - Public Works Facility: The project is on track for a September substantial completion. Utilities continue to be the critical path, and the gas service installation is finally underway. Staff is creating a punch list for final completion.
 - 3rd and Welker Intersection – Coordination continues with CDOT regarding the environmental and real estate clearances. Plans are expected to be submitted to CDOT for review in mid-September. Construction is anticipated in late 2023.
 - Bean Plant Community Center – Contracts for both demolition and architectural/engineering services are on tonight's agenda. A kick-off meeting with the architect team is scheduled for September 12.
- YTD totals for new single family home permits:
 - 2022 YTD 79 SF Permits, 179 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission meeting for is scheduled for September 21 at 6:00 p.m. in Town Hall with Public Hearings for Agfinity and the Schulz Property/Postle. The Commission has full membership with one alternate. The second alternate position is vacant.
 - The Finance Committee is receiving email updates through the summer and will meet again in person this fall to review the 2023 budget. One vacancy still exists on the committee.

- Human Resources
 - The Town is advertising open positions using NeoGov recruiting platform <https://www.governmentjobs.com/careers/townofmead>
 - Open positions include Code Enforcement Officer, and Public Works Operations Supervisor and Pavement Manager, and Planning Technician/Planner I.
 - Graves Consulting sent in the preliminary findings for an assessment of the Town's pay and benefit packages. Once finalized, Graves will present to the Town Board.

Community Development

- The QuikTrip Site Plan and Site Plan Agreement is scheduled to appear before the Board this September 26th.
- Rezoning and platting of the Schulz Property (on the SEC of CR 36 and I-25 Frontage Road) is scheduled to appear before the Board September 26th.
- The Agfinity PUD rezoning is tentatively scheduled to appear before the Board this September 26th, pending approval by the Planning Commission.
- The Meadow Ridge Final Plat and SIA is tentatively scheduled to appear before the Board in October.
- The Access 25 Site Plan (Postle Filing. No. 2) is tentatively scheduled to appear before the Board in October.
- Staff is working with OZ Architecture to establish a Municipal Facilities Master Site Plan at the Liberty Ranch Tract B site on CR 7, south of Hwy 66. Informational items will be presented to the Planning Commission and Board of Trustees as part of the process.

Public Works and Engineering

- Street maintenance – The annual pavement marking project is complete. Crack sealing is underway in advance of the chip seal project coming in September for Vale View, CR 5, and CR 5.5.
- Westbound traffic over the I-25/CR34 bridge was reopened on Wednesday, September 7.
- Interviews are scheduled for two open positions – Pavement Manager and Operations Supervisor.
- Staff attended the annual meeting with Weld County regarding jurisdictional boundaries and shared maintenance activities.

Community Engagement

- Youth volleyball and soccer had their first games on September 10. Soccer is being played at Liberty Ranch; Volleyball is being hosted by Carbon Valley.
- Due to low registration, adult cornhole for September was cancelled.
- A 10-minute video presentation of The Wall That Heals was shown at Community Day. This is also viewable on the Town YouTube Channel.
- Older Active Adults will have their next “Meals Out” on September 13 at Panera in Longmont.
- Planning for Christmas in the Park is underway. The event will feature a synthetic ice rink, carriage rides, crafts, s'mores stations, and food trucks.
- Reviewing strategic planning for HB 21-110-Compliance to ensure website accessibility.

Police Department

- Report Attached

Town of Mead Ballot Language for Coordinated Election November 8, 2022

Candidates:

TOWN OF MEAD MAYOR
(Vote for no more than one)

Colleen G. Whitlow

TOWN OF MEAD TRUSTEE
(Vote for no more than four (4))

Herman Schranz
Chris T Parr
Martin W "Bill" Parr
David Adams
Trisha Harris

November 8, 2022 Election
Colorado Statewide Ballot Measures

Amendment D:

Shall there be an amendment to the Colorado constitution concerning judges of the newly created twenty-third judicial district, and, in connection therewith, directing the governor to designate judges from the eighteenth judicial district to serve the remainder of their terms in the twenty-third judicial district and requiring a judge so designated to establish residency within the twenty-third judicial district?

Amendment E:

Shall there be an amendment to the Colorado constitution concerning the extension of the property tax exemption for qualifying seniors and disabled veterans to the surviving spouse of a United States armed forces service member who died in the line of duty or veteran whose death resulted from a service-related injury or disease?

Amendment F:

Shall there be an amendment to the Colorado constitution concerning the conduct of charitable gaming activities, and, in connection therewith, allowing managers and operators to be paid and repealing the required period of a charitable organization's continuous existence before obtaining a charitable gaming license?

Proposition FF:

Shall state taxes be increased \$100,727,820 annually by a change to the Colorado Revised Statutes that, to support healthy meals for public school students, increases state taxable income only for individuals who have federal taxable income of \$300,000 or more by limiting itemized or standard state income tax deductions to \$12,000 for single tax return filers and \$16,000 for joint tax return filers, and, in connection therewith, creating the healthy school meals for all program to provide free school meals to students in public schools; providing grants for participating schools to purchase Colorado grown, raised, or processed products, to increase wages or provide stipends for employees who prepare and serve school meals, and to create parent and student advisory committees to provide advice to ensure school meals are healthy and appealing to all students; and creating a program to assist in promoting Colorado food products and preparing school meals using basic nutritious ingredients with minimal reliance on processed products?

Proposition GG:

Shall there be a change to the Colorado Revised Statutes requiring that the ballot title and fiscal summary for any ballot initiative that increases or decreases state income tax rates include a table showing the average tax change for tax filers in different income categories?

Citizens Initiatives:

- State Income Tax Reduction (4.55% to 4.40%)
- Access to Natural Medicine (allowing psychedelic mushrooms)
- Concerning Liquor Licenses (allowing more retail license / owner)

- Dedicated State Income Tax Revenue for Affordable Housing Programs
- Sale of Alcohol Beverages (wine at convenience/grocery stores)
- Third-Party Delivery of Alcohol Beverages



Mead Police Department Monthly Activity - August 2022

STAFFING:

Sergeants Ellis (Blue Side), Holmen (Red Side), and Officers Cramblet, Hansen, McElroy, Palmer, Salazar, and Synn are working patrol.

The Community Service Officer position is vacant.

Officers Patton, Barker, Rollins, and Lima are in field training.

TRAINING:

Driving Training for all officers.

MONTHLY STATS:

Total Calls for Service (CFS) = 516 CAD entries in July, resulting in 57 arrests. (July: 580 CFS, 29 arrests)

Traffic Contacts/Complaints/Hazards: 104 total, 56 warnings, 15 citations, 1 DUIs

Crashes: 45 responses, 1 involving DUI

Code: 47 total, 3 citations, 11 warnings (parking, abandoned vehicles, animal, etc)

Alarm Calls: 18 responses

Check Well Being Calls: 18 responses

Fire/Medical Assists: 11 responses

NOTABLE CALLS FOR SERVICE:

Found Property – 6th Street / Welker Ave – 22ML03589 – 08/01/2022

Abandoned stroller taken in for safe keeping.

Hit and Run Crash – Hwy 66 / WCR 13 – 22ML03596 – 08/01/2022

Minor damage, non-injury crash involving a vehicle that left the scene.

Crash – Hwy 66 / WCR 13 – 22ML03597 – 08/01/2022

Minor damage, non-injury rear-end crash involving two vehicles.

PO violation – Mead – 22ML03616 – 08/02/2022

Report of violation of protection order. Unfounded.

Assist Other Agency – 7-11 – 22ML03625 – 08/03/2022

Officer investigated missing person and relayed information to Longmont PD.

Theft – Park-N-Ride – 22ML03649 – 08/04/2022

Catalytic converter stolen from parked vehicle.

Crash – I-25 SB mm254 – 22ML03657 – 08/05/2022

Officer assisted CSP with a crash between semi and SUV.

Harassment – Mead – 22ML03663 – 08/05/2022

Alleged shoving of victim. Under investigation.

Hit and Run Crash – Hwy 66 / I25 – 22ML03670 – 08/05/2022

Vehicle waiting at the stoplight was rear-ended. Suspect vehicle, silver Lincoln sedan, fled the scene.

Recovered Stolen Vehicle – 16600 Meadow Lane – 22ML03676 – 08/06/2022

Officers responded to suspicious vehicle. Recovered stolen rental vehicle with no suspect.

Stolen Vehicle – 2600 Mead Lane – 22ML03681 – 08/06/2022

Victim reported their vehicle stolen. No suspects information.

DUI Crash – I25 off-ramp at Hwy 66 – 22ML03696 – 08/06/2022

Motorcycle crashed on off-ramp. Driver arrested for DUI.

PO violation, Harassment, DV – Margil Road – 22ML03705 – 08/08/2022

Victim pushed and phone taken away. Suspect fled. Under investigation.

Burglary – 3900 S Valley Drive – 22ML03706 – 08/08/2022

Suspects forced entry into business and stole tools.

Warrant Arrest – Margil Road – 22ML03708 – 08/08/2022

Suspect arrested on active misdemeanor warrant.

Theft from Vehicle – 100 block of 6th Street – 22ML03710 – 08/08/2022

Cash, iPad, and shoes were taken from vehicle.

Burglary – 4480 Elevation Drive – 22ML03709 – 08/08/2022

Suspects forced entry into a trailer and stole tools.

Crash – Deere Crt / Hwy 66 – 22ML03712 – 08/08/2022

Two vehicle minor damage, non-injury crash.

Assist to CSP – I25 / WCR 34 – 22ML03718 – 08/08/2022

Semi's cargo struck the underneath of the bridge at WCR 34 causing significant damage to the bridge and injuries to other motorists.

Theft – 16200 block of I25 Frontage Road – 22ML03727 – 08/09/2022

Catalytic converters stolen off of two parked vehicles.

Crash – I25 on-ramp at Hwy 66 – 22ML03734 – 08/10/2022

Two vehicle non-injury crash.

Theft from Vehicle – 17600 block of Silver Fox Ct – 22ML03737 – 08/10/2022

Items stolen from inside the vehicle by unknown suspect.

Traffic – Hwy 66 / WCR 13 – 22ML03766 – 08/12/2022

Stop for expired registration and broken taillight resulted in citation for expired registration and no insurance.

Warrant Arrest – I25 Northbound mm245 – 22ML03783 – 08/12/2022

Passenger in stopped vehicle had arrest warrant.

Assist Other Agency on Crash – Hwy 66 / WCR 13 – 22ML03789 – 08/13/2022

Officers responded to crash on WCR 13. Turned over to Firestone.

Hit and Run Crash – Hwy 66 / WCR 17 – 22ML03797 – 08/13/2022

Two vehicle crash where suspect driver left the scene. Under investigation.

Warrant Arrest – 7-11 – 22ML03803 – 08/13/2022

Fugitive located at 7-11 and arrest on active warrant.

Vandalism – 2500 block of Rosemary Lane – 22ML03814 – 08/14/2022

Fence spray painted by unknown suspect.

Crash – Hwy 66 / WCR 9.5 – 22ML03813 – 08/14/2022

Two vehicle crash with injuries. Driver cited for careless driving.

Assist to Milliken on Violation of Restraining Order – Milliken – 22ML03847 – 08/16/2022

Officer backed up a Milliken officer on a restraining order violation arrest.

Theft – Park n Ride – 22ML03852 – 08/16/2022

Owner reported their catalytic converter was taken off of their car.

Crash – Hwy 66 / WCR 13 – 22ML03858 – 08/17/2022

Three vehicle crash with no injuries.

Crash – Hwy 66 / WCR 13 – 22ML03867 – 08/17/2022

Two vehicle non-injury crash. Driver cited for careless driving.

Crash – Third Street / Adams Avenue – 22ML03875 – 08/18/2022

Three vehicle crash with injuries. Driver cited.

Suicidal Person – WCR 38 / I25 Bridge – 22ML03881 – 08/18/2022

Officers responded to a person threatening to jump off the bridge onto I25. Officers and Co-Responder were able to talk the person into seeking help.

Crash – Hwy 66 / I25 – 22ML03885 – 08/18/2022

Two vehicle non-injury crash. Driver cited for careless driving.

Crash – Hwy 66 / I25 – 22ML03886 – 08/18/2022

Four vehicle non-injury crash. Driver cited for careless driving.

Warrant Arrest – 441 Third Street – 22ML03888 – 08/18/2022

Person arrested at Mead Municipal Court for active warrant.

Warrant Arrest – 441 Third Street – 22ML03890 – 08/18/2022

Person arrested at Mead Municipal Court for active warrant.

Warrant Arrest – Hwy 66 / Foster Ridge Drive – 22ML03896 – 08/19/2022

Person arrested during a traffic stop for active warrant.

Crash – Mead High School – 22ML03903 – 08/19/2022

Hit and run crash investigated.

Welfare Check – I25 Southbound mm247 – 22ML03916 – 08/20/2022

Person reported to be vomiting. Taken to hospital for evaluation.

Crash – Hwy 66 / WCR 5 – 22ML03920 – 08/20/2022

Two vehicle crash with injuries. One person taken to hospital with serious injuries.

Crash – Hwy 66 / WCR 11 – 22ML03942 – 08/21/2022

Single vehicle non-injury crash.

Crash – Mulligan Drive / Longs Peak Court – 22ML03949 – 08/22/2022

Single vehicle crash with injuries.

Crash – WCR 9.5 / WCR 28 – 22ML03956 – 08/23/2022

Two vehicle non-injury crash. Driver cited for careless driving.

Drugs – Mead High School – 22ML03958 – 08/23/2022

Student cited for possession of marijuana.

Theft – Mead – 22ML03961 – 08/23/2022

Victim scammed via gift cards.

Restraining Order Violation – 3600 block of Homestead Drive – 22ML03966 – 08/23/2022

Person arrested for violating a restraining order.

Dog Bite – Mead – 22ML03970 – 08/23/2022

Dog report received from Longmont Humane Society and dog quarantined.

Disturbance – 7-11 – 22ML03972 – 08/24/2022

Disturbance investigated, no charges.

Crash – WCR 7 / WCR 28 – 22ML03976 – 08/24/2022

Two vehicle non-injury crash. Driver cited for careless driving.

Sex Assault – Mead – 22ML03985 – 08/24/2022

Under investigation.

Crash – WCR 34 / WCR 5 – 22ML03986 – 08/24/2022

Unknown vehicle struck sign and left the scene.

Runaway Juvenile – Mead High School – 22ML03991 – 08/25/2022

Possible runaway from Oklahoma investigated. Unfounded.

Cat Bite – Mead – 22ML03992 – 08/25/2022

Cat bite reported and cat quarantined.

Welfare Check – Mead – 22ML03993 – 08/25/2022

Juvenile with suicidal thoughts, transported by co-responder.

Theft – Sugar Mill – 22ML03994 – 08/25/2022

Items stolen from booth.

Disturbance – Kum and Go – 22ML04016 – 08/26/2022

Persons contacted for fighting during a custody exchange. Under investigation.

Crash – Hwy 66 / Stage Coach Drive – 22ML04036 – 08/28/2022

Two vehicle non-injury crash. One driver left the scene.

Theft – 4400 Hilltop Road – 22ML04066 – 08/30/2022

Trailer stolen.

Crash – Hwy 66 / WCR 11 – 22ML04077 – 08/31/2022

Two vehicle non-injury crash.

Crash – Hwy 66 / WCR 11 – 22ML04078 – 08/31/2022

Two vehicle non-injury crash. One driver arrested on active warrant.

Property Recovered – 13800 block of Wrangler Way – 22ML04082 – 08/31/2022

Items recovered from prior thefts from vehicles in the area.

Crash – Hwy 66 / WCR 5.5 – 22ML04085 – 08/31/2022

Single vehicle non-injury crash. Driver left the scene and was later charged.

Fraud – Mead - 22ML04087 – 08/31/2022

Victim had identity used to purchase a phone.

Crash – I25 Frontage Road / WCR 32 – 22ML04098 – 08/31/2022

Two vehicle non-injury crash. Driver cited for failing to yield.

Warrant Arrest – 14000 block of Mead Street – 22ML04102 – 08/31/2022

Suspicious vehicle contacted by officer. Driver arrested on active warrant.



PROCLAMATION Constitution Week

WHEREAS: September 17, 2022, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Colleen Whitlow by virtue of the authority vested in me as Mayor of the Town of Mead do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Given under my hand and Seal of the Town of Mead, Colorado, this 12th day of September 2022.

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, August 29, 2022

MINUTES

- I. 5:15 p.m.
Work Session: 2023 Budget
- II. 6:00 p.m. to 10:00 p.m.
REGULAR MEETING

1. Call to Order – Roll Call

Mayor Colleen Whitlow called the Regular Meeting of the Board of Trustees to order at 6:09 p.m.

Due to the Town's Disaster Declaration of March 21, 2020 related to the COVID-19 virus, the meeting was held with virtual access provided through Zoom.

Present

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

Absent

None

Also present: Town Manager Helen Migchelbrink; Town Attorney Marcus McAskin; Town Clerk / Treasurer Mary Strutt; Police Chief Brent Newbanks; Town Engineer / Public Works Director Erika Rasmussen; Public Information Officer / Community Engagement Director Lorelei Nelson; Community Development Director Jason Bradford.

Attending in person and via virtual access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for Megan Arneson who was killed in a car accident at the WCR 34 overpass on August 8.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

Motion was made by Trustee Babcock, seconded by Trustee Cartwright, to approve the agenda. Motion carried 7-0, on a roll call vote.

5. Staff Report: Town Manager Report

a. Managers Report

Town Manager Helen Migchelbrink discussed the Wall That Heals event and I-25 bridge repairs.

6. Informational Items

a. Community Engagement Update

Public Information Officer / Community Engagement Director Lorelei Nelson provided an update on the Wall That Heals, Community Day (9/10), Clean Up Days (10/14 & 15), and Christmas in the Park (12/3)

b. Shield 616 Presentation

Jake Skifstad, Founder and President Shield 616, presented safety armor to the police department which was awarded by grants through Shield 616 and Mead Community Foundation.

c. General Improvement District Policy

Town Attorney Marcus McAskin discussed General Improvement Districts. The Board discussed cost recovery and overlap with metropolitan districts. The Town Attorney will present further Town policy information in a future work session.

7. Proclamations

a. National Preparedness Month September 2022

Motion was made by Trustee Babock, seconded by Mayor Pro Tem Adams, to authorize the signing of the Proclamation for National Preparedness Month September 2022. Motion carried 7-0, on a roll call vote.

b. Suicide Awareness and Prevention Month September 2022

Motion was made by Trustee Cartwright, seconded by Trustee Schranz, to authorize the signing of the Proclamation for Suicide Awareness and Prevention Month September 2022. Motion carried 7-0, on a roll call vote.

8. Public Comment

Public comments were made by Dominick Sekich, David Lee, Veronica Silbaugh, Rodney Sekich, Lori Hughes, Jim Sewczak, Jane Sprouse, John Davis, Don Smith, Nancy Calebrese, Donna Sekich, Dani Masetti and Terry Sprouse regarding the proposed warehouse and outdoor storage occupation tax.

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 August 08, 2022
- b. July 2022 Aged Receivables
- c. July 2022 Financials
- d. Check Register August 29, 2022
- e. **Resolution No. 60-R-2022** – A Resolution of the Town of Mead, Colorado, Authorizing Negotiations for the Acquisition of Certain Interests in Real Property and Improvements for Public Wastewater Utility Purposes and Authorizing Eminent Domain Proceedings to Acquire Same If and As Necessary

- f. **Resolution No. 61-R-2022** – A Resolution of the Town of Mead, Colorado, Approving a Purchase Order for a New Holland WM120 Tractor and Mower in the Amount of Ninety-Two Thousand Two Hundred Dollars (\$92,200.00)
- g. **Resolution No. 62-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a Purchase Order for the Purchase of a Topdresser and Aerator in the Amount of Thirty-Seven Thousand Nine Hundred Ten Dollars and Ninety-Six Cents (\$37,910.96)
- h. **Resolution No. 63-R-2022** - A Resolution of the Town of Mead, Colorado Approving that Certain Intergovernmental Agreement with the State of Colorado (Acting By and Through the Colorado Department of Transportation) for SH66 at WCR 7 Intersection Improvement Project (Project No. STA 066A-008 (21657))
- i. **Resolution No. 64-R-2022** - A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Mountain Constructors, Inc., for the North Creek Culver Repair Project
- j. **Resolution No. 65-R-2022** – A Resolution of the Town of Mead, Colorado, Approving An Intergovernmental Agreement Between the Town of Mead and the City of Longmont for Membership on Longmont's Special Weapons and Tactics Team
- k. **Resolution No. 66-R-2022** – A Resolution of the Town of Mead, Colorado, Calling a Special Election to Be Held on November 8, 2022, for the Proposed Town of Mead Elevation 25 General Improvement District
- l. **Ordinance No. 1006** - An Ordinance of the Town of Mead, Colorado, Making Findings and Determinations with Respect to a Petition Concerning the Organization of the Proposed "Town of Mead Elevation 25 General Improvement District" Pursuant to § 31-25-601, et seq., C.R.S. and Providing for the Question of the Organization of Such District to Be Referred to the Electors Thereof Along with Additional Ballot Issues Authorizing the Imposition of General Property Taxes to Accomplish the Purposes of Said District
- m. **Resolution No. 67-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a First Amendment to the Agreement for Professional Services Between the Town and SAFEbuilt Colorado, LLC for Building Official and Inspection Services
- n. **Resolution 68-R-2022** - A Resolution of the Town of Mead, Colorado, Approving Acquisition (Lease) of Five (5) Fleet Vehicles for 2023, Utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) Dated January 14, 2021

Motion was made by Trustee Harris, seconded by Trustee Schranz, to approve the Consent Agenda. Motion carried 7-0, on a roll call vote.

Mayor Whitlow requested a five minute recess at 7:36 p.m.

Mayor Whitlow reconvened the Regular Meeting of the Board of Trustees at 7:43 p.m.

10. New Business

- a. **Ordinance No. 1007** – An Ordinance of the Town of Mead, Colorado Submitting a Ballot Issue to the Voters of the Town of Mead at the November 8, 2022 Coordinated General Election Concerning the Imposition of an Occupational Tax on the Square Footage of Business Warehouses and Outdoor Warehouses

Town Clerk / Treasurer Mary Strutt presented information regarding a proposed occupation tax on warehouses and outdoor storage facilities as requested by the Board of Trustees.

The Board discussed square footage of businesses affected, the definition of warehouse and soliciting input from business owners.

Motion was made by Trustee Cartwright, seconded by Mayor Pro Tem Adams, to table/postpone Ordinance No. 1007 indefinitely. Motion carried 7-0, on a roll call vote.

Section 8, Item a.

11. Public Comment

Public comments were made by Veronica Silbaugh, Rodney Sekich, Meredith Reed, Cassie Gifford and John Sekich regarding the proposed warehouse and outdoor storage occupation tax and truck traffic on WCR 38.

12. Elected Official Reports

a. Town Trustees

The Trustees had no further comment at this time.

b. Mayor Whitlow

i. Letter of Support

Mayor Whitlow discussed the draft letter of support of oil and gas activities. The Board supported sending the letter.

13. Adjournment

Motion was made by Trustee Babcock, seconded by Mayor Pro Tem Adams, to adjourn the meeting. Motion carried 7-0, on a roll call vote.

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 8:33 p.m. on Monday, August 29, 2022.

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
22	Prairie Hills	753.00	623.00	130.00	-	-	-	-	-
45	Mead Development Group, Inc.	746.00-	-	-	-	-	-	450.00-	296.00-
214	Mead Towne Center	5,750.00	-	130.00	-	-	-	-	5,620.00
239	Gopher Gulch	4,982.00-	-	4,982.00-	-	-	-	-	-
256	Prosper Land & Development LLC	227.00-	-	227.00-	-	-	-	-	-
259	Scannell Properties	15,635.84-	-	-	-	-	-	-	15,635.84-
263	Eagle Development	17,676.75-	-	-	-	-	-	-	17,676.75-
270	Highland Development Services Inc	4,285.00-	-	6,648.50-	-	-	2,174.50-	-	4,538.00
272	Iglesia De Jesucristo	2,035.00	-	975.00	1,060.00	-	-	-	-
277	Front Range Investment Holdings LLC	1,749.32	-	1,749.32	-	-	-	-	-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
282	Agfinity, Inc	1,573.58	-	1,573.58	-	-	-	-	-
285	Boulder Scientific Company, LLC	3,678.50-	-	-	-	-	-	-	3,678.50-
287	Eagle Development LRMD	1,855.00-	-	-	-	-	-	-	1,855.00-
290	Forestar Real Estate Group	3,760.00-	-	3,760.00-	-	-	-	-	-
292	BREG Industrial Development	17,022.59	10,583.00	6,207.00	232.59	-	-	-	-
294	QuikTrip Corp	366.63	154.53	212.10	-	-	-	-	-
296	Silver Point Development	6,012.00	2,802.00	3,210.00	-	-	-	-	-
297	Meadow Ridge Development, Inc	9,136.50	9,136.50	-	-	-	-	-	-
298	Century Land Holdings LLC	3,145.00	3,145.00	-	-	-	-	-	-
299	Lizondo Futbol Academy LLC	2,704.64	65.65	262.60	262.60	-	-	131.30	1,982.49
301	BREG Industrial Devel. c/o Broe Real Es	6,932.64	656.50	2,230.08	2,100.80	1,945.26	-	-	-
302	SunCap Property Group	953.44	953.44	-	-	-	-	-	-
307	Tharaldson c/o Ventana Capital	4,284.42	860.52	3,423.90	-	-	-	-	-
308	Melody Homes Inc.	12,840.25	12,840.25	-	-	-	-	-	-
313	Sunstate Equipment Co LLC	2,306.84	2,306.84	-	-	-	-	-	-
314	Weld Development Company LLC	131.30	131.30	-	65.65	65.65-	-	-	-
315	Town of Johnstown	850.75	591.25	259.50	-	-	-	-	-
316	Town of Milliken	850.75	850.75	-	-	-	-	-	-
317	Town of Berthoud	850.75	850.75	-	-	-	-	-	-
319	Lawson Construction	3,209.28	1,878.60	1,330.68	-	-	-	-	-
320	Lorson South Land Corp c/o Landhuis C	6,872.70-	-	-	-	-	6,872.70-	-	-
321	Westside Investment Partners	2,839.50	2,839.50	-	-	-	-	-	-
323	Enyo Power Partners, LLC	1,845.78	1,845.78	-	-	-	-	-	-
Grand Totals:		25,994.92	53,115.16	6,076.26	3,721.64	1,879.61	9,047.20-	318.70-	29,431.85-

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
09/22	09/08/2022	35394	4 Rivers Equipment, LLC	1321117	01-44-5216	PW #11 Backhoe - Cab filters	70.69
09/22	09/08/2022	35394	4 Rivers Equipment, LLC	1321117	01-44-5216	PW #11 Backhoe - Cab filters	70.69- V
Total 35394:							.00
09/22	09/08/2022	35395	ADAMSON POLICE PRODUCTS	INV382384	01-42-5254	Uniforms	199.74
09/22	09/08/2022	35395	ADAMSON POLICE PRODUCTS	INV382389	01-42-5254	Uniforms	73.79
09/22	09/08/2022	35395	ADAMSON POLICE PRODUCTS	INV382394	01-42-5254	Uniforms	196.14
09/22	09/08/2022	35395	ADAMSON POLICE PRODUCTS	INV382419	01-42-5254	Uniforms	363.51
09/22	09/08/2022	35395	ADAMSON POLICE PRODUCTS	INV382429	01-42-5254	Uniforms	424.79
09/22	09/08/2022	35395	ADAMSON POLICE PRODUCTS	INV382684	01-42-5254	Uniforms	158.31
09/22	09/08/2022	35395	ADAMSON POLICE PRODUCTS	INV382809	01-42-5254	Uniforms	41.95
09/22	09/08/2022	35395	ADAMSON POLICE PRODUCTS	INV382877	01-42-5700	Uniforms	67.98
Total 35395:							1,526.21
09/22	09/08/2022	35396	Angel Armor LLC	INV4023	01-42-5254	Uniforms	1,196.51
09/22	09/08/2022	35396	Angel Armor LLC	INV4083	01-42-5254	Uniforms	2,594.61
Total 35396:							3,791.12
09/22	09/08/2022	35397	Arbortanics, Inc	773936	01-45-5370	Tree R&R Lower Founders Park	299.90
Total 35397:							299.90
09/22	09/08/2022	35398	Batteries Plus	P54413919	01-44-5252	Battery for Ped crosswalk - 3rd & Martin	180.74
Total 35398:							180.74
09/22	09/08/2022	35399	Batteries Plus Bulbs	P51029490	04-44-5252	PED Crossing Light - 3rd St. & Mountain	180.74
Total 35399:							180.74
09/22	09/08/2022	35400	BUCKEYE WELDING SUPPLY C	05069676	01-44-5369	Cylinder Rental	7.65
Total 35400:							7.65
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5265	Senior Lunch	159.98
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5330	CPRA - KG	125.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5700	TWTH Volunteer	11.99
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5260	Rec games	594.95
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5236	Outreach	191.85
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5262	NNO	4,696.87
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5349	Lunch N Learn	165.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5349	Wellness	140.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5262	NNO	600.00-
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5236	Outreach	13.07
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5265	KG lunch Meals Out	11.28
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5260	Rec Supplies	45.92
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5236	Outreach	100.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5700	TWTH Volunteer	22.65
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5331	Messenger Subscription	17.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5260	Rec Programs	69.99

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5260	Rec Supplies	3.52
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5700	TWTH	101.30
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5700	TWTH	31.96
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5700	TWTH	35.94
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5700	TWTH	68.46
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5331	URL	35.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5700	TWTH	1,042.50
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5236	Outreach	50.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5700	TWTH	25.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5262	NNO	500.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1368 082520	01-49-5236	Outreach	35.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	1454 082520	01-40-5253	Fuel for pool car	58.44
09/22	09/08/2022	35401	CARDMEMBER SERVICE	2504 082520	01-42-5254	Velcro Uniform Name Tags	38.85
09/22	09/08/2022	35401	CARDMEMBER SERVICE	2504 082520	01-42-5210	Pocket notebooks for patrol	9.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	2504 082520	01-42-5210	Emp ID cards	294.90
09/22	09/08/2022	35401	CARDMEMBER SERVICE	3448 082520	01-42-5255	Rifle/Firearm Equipment	259.90
09/22	09/08/2022	35401	CARDMEMBER SERVICE	3448 082520	01-42-5330	Training Course Reg.	259.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	3448 082520	01-42-5330	Training Course Reg. Refund	259.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	3514 082520	01-40-5700	Safebuilt Discussion	46.17
09/22	09/08/2022	35401	CARDMEMBER SERVICE	3514 082520	01-40-5331	Online Newspaper Subscription	14.99
09/22	09/08/2022	35401	CARDMEMBER SERVICE	3514 082520	01-40-5331	Online Newspaper Subscription	6.99
09/22	09/08/2022	35401	CARDMEMBER SERVICE	3514 082520	01-42-5330	Tolls - PD Training	25.25
09/22	09/08/2022	35401	CARDMEMBER SERVICE	3514 082520	01-44-5216	Tolls - PW picking up fleet	1.25
09/22	09/08/2022	35401	CARDMEMBER SERVICE	5590 082520	01-44-5075	Walt's Retirement	932.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	5590 082520	01-44-5216	Car Wash	12.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	5590 082520	01-44-5075	Ad for PW Position	375.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7661 082520	01-42-5255	Weapon Cleaning Supplies	229.13
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7665 082520	09-50-5511	TH - Water Meter/Service Abandonment	35.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7665 082520	01-44-5331	QS Pesticide Renewal/Service Fee	103.02
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7665 082520	01-49-5700	Walter's Retirement	60.59
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7665 082520	01-44-5331	DOT Physical - MM	95.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7665 082520	01-44-5331	DOT Physical - JB	95.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7665 082520	01-44-5215	Hook up for hose/hydrant meter	111.79
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7665 082520	04-44-5215	CDOT Flow Fill	618.17
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7665 082520	01-49-5700	TWTH	55.80
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7665 082520	01-49-5700	TWTH	57.46
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7665 082520	01-49-5700	TWTH	154.12
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5201	MS Office	730.50
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	8.95
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	8.95
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-41-5841	Meet Greet & Eat w/ Trustees	507.93
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5331	Newspaper	11.99
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	8.95
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5330	CGFOA Tabor Class	115.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-43-5700	DRC Meeting	25.63
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5331	Newspaper	8.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5201	Monitor	124.99
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	8.95
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	17.90
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-41-5700	BOT Mtg	65.85
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	8.95
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	8.95
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	8.95
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5330	Caselle Training	495.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5331	Notary Renewal - JR	10.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	8.95

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	8.95
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	8.95
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	8.95
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5700	Admin Team	63.49
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5210	Notary Stamp - JR	25.20
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	8.95
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5205	Postage	8.95
09/22	09/08/2022	35401	CARDMEMBER SERVICE	7700 082520	01-40-5330	CGFOA Tabor Class	224.10
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5216	Fleet car wash subscription	10.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5216	Fleet car wash subscription	10.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5216	Fleet car wash subscription	10.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5216	Fleet car wash subscription	10.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5216	Fleet car wash subscription	10.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5216	Fleet car wash subscription	10.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5216	Fleet car wash subscription	10.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5201	Adobe Subscription - MR	14.99
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5700	Emp Orientation - BS, MR, SL	55.73
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5201	201 Welker Security Camera (1 of 2)	100.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5201	201 Welker Security Camera (2 of 2)	100.00
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5210	Office Supplies	272.80
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5201	Adobe Subscription - BN	12.99
09/22	09/08/2022	35401	CARDMEMBER SERVICE	9596 082520	01-42-5700	Crossing Guard Mtg Snacks	36.35
Total 35401:							14,588.84
09/22	09/08/2022	35402	Carmen Pedrego	MMC-AUG 2	01-48-5700	Court Interpreter	112.04
09/22	09/08/2022	35402	Carmen Pedrego	MMC-FEB 20	01-48-5700	Court Interpreter	42.04
09/22	09/08/2022	35402	Carmen Pedrego	MMC-MAY 2	01-48-5700	Court Interpreter	112.04
Total 35402:							266.12
09/22	09/08/2022	35403	CASELLE	119157	01-40-5330	Virtual Training for A/P	525.00
Total 35403:							525.00
09/22	09/08/2022	35404	Chris Daniels & The Kings	08302022	01-49-5261	Concert Agreement	5,000.00
Total 35404:							5,000.00
09/22	09/08/2022	35405	CITY OF EVANS	56017	01-41-5330	CML Dist 2 Fall Mtg	25.00
Total 35405:							25.00
09/22	09/08/2022	35406	CPS DISTRIBUTORS, INC	0007693145-	01-45-5363	Weed Control	530.00
09/22	09/08/2022	35406	CPS DISTRIBUTORS, INC	0007830431-	01-45-5372	IRRIGATION	442.59
09/22	09/08/2022	35406	CPS DISTRIBUTORS, INC	0007878685-	01-45-5215	Soil Treatment/H2O Conservation	1,139.96
Total 35406:							2,112.55
09/22	09/08/2022	35407	Cribari Law Firm	07312022.1	01-48-5455	Prosecuting Attorney - July	1,239.00
Total 35407:							1,239.00
09/22	09/08/2022	35408	David Jay Thrower	250	01-48-5040	Municipal court judge - Aug 2022	1,000.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35408:							1,000.00
09/22	09/08/2022	35409	Denali Water Solutions LLc	INV339690	06-47-5231	Sludge Disposal	1,364.44
09/22	09/08/2022	35409	Denali Water Solutions LLc	INV340738	06-47-5231	Sludge Disposal	1,368.36
Total 35409:							2,732.80
09/22	09/08/2022	35410	Doug Adler	08292022	01-44-5215	Reimbursement - R.O.W Mowing	290.00
Total 35410:							290.00
09/22	09/08/2022	35411	DS Environmental Consulting Inc	24041	09-51-5500	401 3rd Demo Inspection on 5/26/22	3,445.00
Total 35411:							3,445.00
09/22	09/08/2022	35412	FASTENAL	COLON9728	01-45-5216	Parts/Supplies	12.33
Total 35412:							12.33
09/22	09/08/2022	35413	FRONT RANGE PORTABLE RES	10726	01-49-5260	Liberty Ranch Park - August 2022	157.50
09/22	09/08/2022	35413	FRONT RANGE PORTABLE RES	10727	01-49-5700	Wall of Healing	1,080.00
Total 35413:							1,237.50
09/22	09/08/2022	35414	General Parts Distribution LLC	12162-70706	01-44-5216	Parts	21.77
09/22	09/08/2022	35414	General Parts Distribution LLC	12162-70706	01-44-5216	Parts	21.77- V
09/22	09/08/2022	35414	General Parts Distribution LLC	12162-70722	01-44-5216	Parts for maintenance	178.82
09/22	09/08/2022	35414	General Parts Distribution LLC	12162-70722	01-44-5216	Parts for maintenance	178.82- V
Total 35414:							.00
09/22	09/08/2022	35415	GROUND ENGINEERING, INC.	220590.0-3	04-44-5215	TOM Concrete R&R Project	1,882.50
Total 35415:							1,882.50
09/22	09/08/2022	35416	HOME DEPOT CREDIT SERVIC	12483	01-49-5700	TWTH - paint, lights, mat.	370.84
Total 35416:							370.84
09/22	09/08/2022	35417	INT'L INSTITUTE OF MUNICIPAL	07062022	01-41-5331	membership Overholser	290.00
Total 35417:							290.00
09/22	09/08/2022	35418	Jab Wireless Inc	44849 08172	01-47-5305	ISP	211.29
Total 35418:							211.29
09/22	09/08/2022	35419	JOHN DEERE FINANCIAL	I93712	01-44-5203	Clothing Allowance (boots) - JB & TM	319.98
Total 35419:							319.98
09/22	09/08/2022	35420	JVA INCORPORATED	101932	06-40-5405	Mead Wastewater On-Call Engineering S	1,251.00
09/22	09/08/2022	35420	JVA INCORPORATED	102548	06-47-5557	Mead WWTF Headworks Improvements	2,578.00
09/22	09/08/2022	35420	JVA INCORPORATED	102941	01-02-2615	Meadow Ridge (Benson Farms) (297)	328.00
09/22	09/08/2022	35420	JVA INCORPORATED	102942	01-02-2615	Rangeview Estates (270)	336.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
09/22	09/08/2022	35420	JVA INCORPORATED	102943	01-02-2615	Saint Acacius Subdivision (290)	84.00
09/22	09/08/2022	35420	JVA INCORPORATED	102944	01-02-2615	St. Iglesia Church (272)	252.00
09/22	09/08/2022	35420	JVA INCORPORATED	102945	01-02-2615	Highlands (256)	84.00
09/22	09/08/2022	35420	JVA INCORPORATED	102946	01-02-2615	Agfinity	546.00
09/22	09/08/2022	35420	JVA INCORPORATED	102954	09-50-5511	PW Admin Maintenance Facility	375.00
09/22	09/08/2022	35420	JVA INCORPORATED	102956	01-02-2615	Turion Development	252.00
09/22	09/08/2022	35420	JVA INCORPORATED	102957	01-02-2615	Mead Village (314)	1,078.00
09/22	09/08/2022	35420	JVA INCORPORATED	102959	01-02-2615	Postle Property (292)	332.00
09/22	09/08/2022	35420	JVA INCORPORATED	102960	01-02-2615	Mead Distribution (Raterink Lot 2 - 302)	84.00
09/22	09/08/2022	35420	JVA INCORPORATED	102961	01-02-2615	Postle Filing No 2 (292)	168.00
09/22	09/08/2022	35420	JVA INCORPORATED	102962	01-02-2615	Lawson Const	168.00
09/22	09/08/2022	35420	JVA INCORPORATED	102963	01-02-2615	Liberty Ranch (320)	168.00
09/22	09/08/2022	35420	JVA INCORPORATED	102964	01-02-2615	Buffalo Highlands (321)	504.00
09/22	09/08/2022	35420	JVA INCORPORATED	102965	01-02-2615	Specialty Products Dev (322)	420.00
09/22	09/08/2022	35420	JVA INCORPORATED	102966	01-02-2615	Sugar Beet Solar (323)	252.00
09/22	09/08/2022	35420	JVA INCORPORATED	102967	01-02-2615	Lighthouse Storage (22)	84.00
09/22	09/08/2022	35420	JVA INCORPORATED	102968	01-02-2615	Mead Place (45/293)	84.00
09/22	09/08/2022	35420	JVA INCORPORATED	102969	01-02-2615	Red Barn (241) Annexation	168.00
09/22	09/08/2022	35420	JVA INCORPORATED	102970	01-02-2615	Waterfront Development Review	960.00
09/22	09/08/2022	35420	JVA INCORPORATED	102971	01-47-5405	General Engineering	3,496.20
09/22	09/08/2022	35420	JVA INCORPORATED	103026	13-40-5500	Mead North Creek Floodplain Analysis	931.00
09/22	09/08/2022	35420	JVA INCORPORATED	103058	14-40-5564	North Creek Culvert Repair	4,000.00
Total 35420:							18,983.20
09/22	09/08/2022	35421	Kinnon Entertainment	08302022	01-49-5261	Stage Agreement	6,701.22
Total 35421:							6,701.22
09/22	09/08/2022	35422	Kinnon Entertainment	09062022	01-41-5841	Video/LED/Audio TWTH Community Day	4,115.70
Total 35422:							4,115.70
09/22	09/08/2022	35423	KONICA MINOLTA BUSINESS S	281943481	01-40-5315	Maintenance	272.60
Total 35423:							272.60
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	1003301 082	01-47-5305	1341 WC 34	9.78
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	607001 0820	06-47-5305	5423 WC 32	30.32
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	618801 0820	01-45-5305	150 Main St.	32.85
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	619202 0820	01-45-5305	401 3rd St.	30.32
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	620201 0820	01-45-5305	2700 wc 34.5	4,273.73
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	621801 0820	01-45-5305	190 1st St.	1,058.56
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	622501 0820	01-45-5305	365 welker	32.85
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	624409 0820	01-42-5305	201 Welker St.	30.63
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	650402 0820	01-40-5305	242 Main St.	30.32
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	657602 0820	06-47-5305	4504 E Welker	42.03
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	657701 0820	01-45-5305	156 Eagle	346.06
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	657801 0820	01-42-5305	537 Main Police	42.43
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	657801 0820	01-44-5305	537 Main PW	42.43
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	657901 0820	01-45-5305	16775 North Creek	531.98
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	658001 0820	01-45-5305	441 3rd St (6580)	1,291.54
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	658101 0820	01-45-5305	10 Fairburn	39.18
09/22	09/08/2022	35424	LITTLE THOMPSON WATER DIS	658201 0820	01-40-5305	441 3rd St	41.39

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35424:							7,906.40
09/22	09/08/2022	35425	LIVE WIRES LLC	1938	01-45-5215	Main Park Gazebo	1,383.98
Total 35425:							1,383.98
09/22	09/08/2022	35426	LONGS PEAK WATER DISTRICT	8394308	01-45-5305	Libert Ranch Irrigation	6,816.01
Total 35426:							6,816.01
09/22	09/08/2022	35427	MAC EQUIPMENT INC	405665	01-45-5216	Mow Maintenance	120.40
09/22	09/08/2022	35427	MAC EQUIPMENT INC	405955	01-45-5216	Weed Wackers	60.60
09/22	09/08/2022	35427	MAC EQUIPMENT INC	408240	01-45-5216	Roadside Weed Whipping	50.97
Total 35427:							231.97
09/22	09/08/2022	35428	MAIN STREET MAT COMPANY	131158	01-42-5210	Mat svcs	23.97
09/22	09/08/2022	35428	MAIN STREET MAT COMPANY	131158	01-44-5210	Mat svcs	23.98
09/22	09/08/2022	35428	MAIN STREET MAT COMPANY	133009	01-40-5210	Mat svcs	60.36
Total 35428:							108.31
09/22	09/08/2022	35429	Minuteman Press	4671	01-49-5202	TWTH Outreach	532.21
09/22	09/08/2022	35429	Minuteman Press	4795	01-41-5841	Warehouse Tax Postcard	550.13
09/22	09/08/2022	35429	Minuteman Press	4796	01-41-5841	Warehouse Tax Postage	799.56
Total 35429:							1,881.90
09/22	09/08/2022	35430	MJT Communications	08312022	01-47-5201	Laptop (x3) docking station & Monitors (x	5,132.99
09/22	09/08/2022	35430	MJT Communications	08312022	01-44-5201	BH PC w monitors	2,118.00
09/22	09/08/2022	35430	MJT Communications	08312022	01-47-5201	Conf Rm Laptop	1,122.00
09/22	09/08/2022	35430	MJT Communications	09062022	09-50-5511	PW Facility - Switch	1,300.00
09/22	09/08/2022	35430	MJT Communications	09062022	09-50-5511	PW Facility - Access Points	808.97
09/22	09/08/2022	35430	MJT Communications	09062022	09-50-5511	PW Facility - Server	13,334.00
09/22	09/08/2022	35430	MJT Communications	09062022	09-50-5511	PW Facility - Firewall	2,969.00
Total 35430:							26,784.96
09/22	09/08/2022	35431	MOUNTAIN TRUCK & EQUIP	14760-32698	01-44-5216	cool boost	85.98
Total 35431:							85.98
09/22	09/08/2022	35432	NEXT STEP COMMUNICATION L	9287	09-50-5511	PW Digital Sign	6,659.00
Total 35432:							6,659.00
09/22	09/08/2022	35433	OCCUPATIONAL HEALTH CENT	15875700	01-42-5075	Physical - JS	785.00
09/22	09/08/2022	35433	OCCUPATIONAL HEALTH CENT	15905297	01-40-5075	Drug Screen - Rivera	61.50
Total 35433:							846.50
09/22	09/08/2022	35434	Paulette Dolin	015	01-49-5265	Senior Exercise	600.00
Total 35434:							600.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
09/22	09/08/2022	35435	PAVEMENT REPAIR AND SUPPL	2022-807	04-44-5215	Patch	2,156.00
Total 35435:							2,156.00
09/22	09/08/2022	35436	Project NOLA	INT1361	18-40-5500	Security Camera for Highland Lake	2,200.00
Total 35436:							2,200.00
09/22	09/08/2022	35437	RAMEY ENVIRONMENTAL COM	24363	06-47-5390	Wastewater svcs - Aug	5,043.84
09/22	09/08/2022	35437	RAMEY ENVIRONMENTAL COM	24363	06-47-5391	Lab Services	672.00
Total 35437:							5,715.84
09/22	09/08/2022	35438	Safety and Construction Supply	4544	01-44-5255	Safety Glasses	249.60
Total 35438:							249.60
09/22	09/08/2022	35439	SUNRISE ENVIRONMENTAL SCI	132826	01-45-5210	Wasp Spray for Parks	301.97
Total 35439:							301.97
09/22	09/08/2022	35440	SYMBOLARTS, LLC	343643	01-42-5700	PD C-197357	1,304.88
Total 35440:							1,304.88
09/22	09/08/2022	35441	TRACTOR SUPPLY CREDIT PLA	9125 081622	01-49-5700	TWTH	163.38
Total 35441:							163.38
09/22	09/08/2022	35442	TRI STATE FIREWORKS INC	08302022	01-49-5261	Firework Agreement	13,400.00
Total 35442:							13,400.00
09/22	09/08/2022	35443	U.S. Postal Service	08/31/2022	01-40-5205	Po box 626 1 yr rental	108.00
Total 35443:							108.00
09/22	09/08/2022	35444	UNITED POWER	61303 08182	01-45-5305	Area Light - 17029 CR 5	10.25
09/22	09/08/2022	35444	UNITED POWER	88601 08182	01-44-5305	Streetlights	2,878.10
Total 35444:							2,888.35
09/22	09/08/2022	35445	UNITED RENTALS INC.	209503199-0	01-44-5215	Equipment Rental - Water truck	4,046.00
Total 35445:							4,046.00
09/22	09/08/2022	35446	US Bank Voyager Fleet Systems	869402834 0	01-42-5253	Fuel	3,919.08
09/22	09/08/2022	35446	US Bank Voyager Fleet Systems	869402834 0	01-44-5253	Fuel	1,928.00
09/22	09/08/2022	35446	US Bank Voyager Fleet Systems	869402834 0	01-45-5253	Fuel	688.38
09/22	09/08/2022	35446	US Bank Voyager Fleet Systems	869402834 0	01-47-5253	Fuel	534.17
09/22	09/08/2022	35446	US Bank Voyager Fleet Systems	869402834 0	06-47-5253	Fuel	688.38
Total 35446:							7,758.01
09/22	09/08/2022	35447	Utility Notification Center of Color	222080911	06-47-5392	Line locates 8.2022	848.90

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35447:							848.90
09/22	09/08/2022	35448	Wickham Tractor Company	IE14840	01-44-5216	Hitch Pin Fix	539.95
09/22	09/08/2022	35448	Wickham Tractor Company	IE14840A	01-44-5216	Kub - Top Cat Display	28.43
09/22	09/08/2022	35448	Wickham Tractor Company	IE15834	01-44-5216	Kub - Mirror, Assy Key, Counter	109.16
09/22	09/08/2022	35448	Wickham Tractor Company	IE15834B	01-44-5216	Kub - Oil Gauge	43.05
09/22	09/08/2022	35448	Wickham Tractor Company	IE15996	01-44-5216	Shaft for Kubota - R,O.W Mower	1,896.58
09/22	09/08/2022	35448	Wickham Tractor Company	IE16125	01-44-5216	Kub Element	30.22
09/22	09/08/2022	35448	Wickham Tractor Company	IE16128	01-44-5216	Kub - Element, Assy, O Ring	67.37
09/22	09/08/2022	35448	Wickham Tractor Company	IE16141	01-44-5216	Kubotz	62.45
Total 35448:							2,777.21
09/22	09/08/2022	35449	4Rivers Equipment	1302937 CR	01-44-5216	Credit memo - Invoice paid on acct 5542	105.65-
09/22	09/08/2022	35449	4Rivers Equipment	1321117 CO	01-44-5216	PW #11 Backhoe - Cab filters	70.69
09/22	09/08/2022	35449	4Rivers Equipment	1348696	01-45-5216	Blade	88.77
Total 35449:							53.81
09/22	09/08/2022	35450	Advance Auto Parts	12162-70692	01-44-5216	Oil Stabilizer	15.26
09/22	09/08/2022	35450	Advance Auto Parts	12162-70706	01-44-5216	Parts	21.77
09/22	09/08/2022	35450	Advance Auto Parts	12162-70722	01-44-5216	Parts for maintenance	178.82
09/22	09/08/2022	35450	Advance Auto Parts	12162-70767	01-44-5216	Battery - Returned	22.00-
Total 35450:							193.85
09/22	09/08/2022	90822100	4 Rivers Equipment, LLC	1321117	01-44-5216	PW #11 Backhoe - Cab filters	70.69
09/22	09/08/2022	90822100	4 Rivers Equipment, LLC	1321117	01-44-5216	PW #11 Backhoe - Cab filters	70.69- V
Total 90822100:							.00
09/22	09/08/2022	90822101	CENTURY LINK	0831 082522	01-40-5300	TH Fax	67.47
09/22	09/08/2022	90822101	CENTURY LINK	4770 082520	01-42-5300	PD Fax	64.46
Total 90822101:							131.93
09/22	09/08/2022	90822102	Enterprise FM Trust	FBN4526500	08-42-5491	21 Ford Police	1,012.95
09/22	09/08/2022	90822102	Enterprise FM Trust	FBN4526500	14-40-5600	21 Ford Ranger	627.31
09/22	09/08/2022	90822102	Enterprise FM Trust	FBN4526500	09-45-5491	22 Ford F-250 PW	855.83
09/22	09/08/2022	90822102	Enterprise FM Trust	FBN4526500	09-45-5491	22 Ford F-350 PW	1,129.06
09/22	09/08/2022	90822102	Enterprise FM Trust	FBN4526500	09-45-5491	22 Ford F-250 PW	845.59
09/22	09/08/2022	90822102	Enterprise FM Trust	FBN4526500	08-42-5491	22 Ford F-150 PD	1,094.43
09/22	09/08/2022	90822102	Enterprise FM Trust	FBN4526500	09-45-5491	22 Ford Escape	659.65
Total 90822102:							6,224.82
09/22	09/08/2022	90822103	UNITED POWER	92015 8.18.2	01-42-5305	201 Welker	185.65
Total 90822103:							185.65
09/22	09/08/2022	90822104	XCEL ENERGY	792757896	01-40-5305	201 S Welker St - Natural Gas	20.42
09/22	09/08/2022	90822104	XCEL ENERGY	792796775	01-40-5305	Town Hall	57.35
09/22	09/08/2022	90822104	XCEL ENERGY	793017855	01-42-5305	PD/PW	29.82
09/22	09/08/2022	90822104	XCEL ENERGY	793017855	01-44-5305	PD/PW	29.82

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 90822104:							137.41
09/22	09/08/2022	90822105	Xpress Bill Pay	67567	06-40-5701	Credit Trans Fee - Aug	527.58
Total 90822105:							527.58
Grand Totals:							176,286.03

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	1,328.62	116,080.60-	114,751.98-
01-02-2615	6,352.00	.00	6,352.00
01-40-5075	61.50	.00	61.50
01-40-5201	855.49	.00	855.49
01-40-5205	242.25	.00	242.25
01-40-5210	85.56	.00	85.56
01-40-5253	58.44	.00	58.44
01-40-5300	67.47	.00	67.47
01-40-5305	149.48	.00	149.48
01-40-5315	272.60	.00	272.60
01-40-5330	1,359.10	.00	1,359.10
01-40-5331	51.97	.00	51.97
01-40-5700	109.66	.00	109.66
01-41-5330	25.00	.00	25.00
01-41-5331	290.00	.00	290.00
01-41-5700	65.85	.00	65.85
01-41-5841	5,973.32	.00	5,973.32
01-42-5075	785.00	.00	785.00
01-42-5201	227.98	.00	227.98
01-42-5210	600.67	.00	600.67
01-42-5216	70.00	.00	70.00
01-42-5253	3,919.08	.00	3,919.08
01-42-5254	5,288.20	.00	5,288.20
01-42-5255	489.03	.00	489.03
01-42-5300	64.46	.00	64.46
01-42-5305	288.53	.00	288.53
01-42-5330	284.25	259.00-	25.25
01-42-5700	1,464.94	.00	1,464.94
01-43-5700	25.63	.00	25.63
01-44-5075	1,307.00	.00	1,307.00
01-44-5201	2,118.00	.00	2,118.00
01-44-5203	319.98	.00	319.98
01-44-5210	23.98	.00	23.98
01-44-5215	4,447.79	.00	4,447.79
01-44-5216	3,504.95	469.62-	3,035.33
01-44-5252	180.74	.00	180.74
01-44-5253	1,928.00	.00	1,928.00
01-44-5255	249.60	.00	249.60
01-44-5305	2,950.35	.00	2,950.35
01-44-5331	293.02	.00	293.02
01-44-5369	7.65	.00	7.65

GL Account	Debit	Credit	Proof
01-45-5210	301.97	.00	301.97
01-45-5215	2,523.94	.00	2,523.94
01-45-5216	333.07	.00	333.07
01-45-5253	688.38	.00	688.38
01-45-5305	14,463.33	.00	14,463.33
01-45-5363	530.00	.00	530.00
01-45-5370	299.90	.00	299.90
01-45-5372	442.59	.00	442.59
01-47-5201	6,254.99	.00	6,254.99
01-47-5253	534.17	.00	534.17
01-47-5305	221.07	.00	221.07
01-47-5405	3,496.20	.00	3,496.20
01-48-5040	1,000.00	.00	1,000.00
01-48-5455	1,239.00	.00	1,239.00
01-48-5700	266.12	.00	266.12
01-49-5202	532.21	.00	532.21
01-49-5236	389.92	.00	389.92
01-49-5260	871.88	.00	871.88
01-49-5261	25,101.22	.00	25,101.22
01-49-5262	5,196.87	600.00-	4,596.87
01-49-5265	771.26	.00	771.26
01-49-5330	125.00	.00	125.00
01-49-5331	52.00	.00	52.00
01-49-5349	305.00	.00	305.00
01-49-5700	3,281.99	.00	3,281.99
04-02-2000	.00	4,837.41-	4,837.41-
04-44-5215	4,656.67	.00	4,656.67
04-44-5252	180.74	.00	180.74
06-02-2000	.00	14,414.85-	14,414.85-
06-40-5405	1,251.00	.00	1,251.00
06-40-5701	527.58	.00	527.58
06-47-5231	2,732.80	.00	2,732.80
06-47-5253	688.38	.00	688.38
06-47-5305	72.35	.00	72.35
06-47-5390	5,043.84	.00	5,043.84
06-47-5391	672.00	.00	672.00
06-47-5392	848.90	.00	848.90
06-47-5557	2,578.00	.00	2,578.00
08-02-2000	.00	2,107.38-	2,107.38-
08-42-5491	2,107.38	.00	2,107.38
09-02-2000	.00	32,416.10-	32,416.10-
09-45-5491	3,490.13	.00	3,490.13
09-50-5511	25,480.97	.00	25,480.97
09-51-5500	3,445.00	.00	3,445.00
13-02-2000	.00	931.00-	931.00-
13-40-5500	931.00	.00	931.00
14-02-2000	.00	4,627.31-	4,627.31-
14-40-5564	4,000.00	.00	4,000.00
14-40-5600	627.31	.00	627.31
18-02-2000	.00	2,200.00-	2,200.00-
18-40-5500	2,200.00	.00	2,200.00
Grand Totals:	178,943.27	178,943.27-	.00

GL Account	Debit	Credit	Proof
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Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: September 12, 2022

SUBJECT: **Resolution No. 69-R-2022** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Orion Environmental, Inc. for Bean Plant Deconstruction and Demolition

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

SUMMARY

The Town of Mead released an invitation to bid on July 15, 2022, for Deconstruction and Demolition of the Bean Plant in advance of the proposed Community Center construction.

Three bids were received ranging from \$143,500 to \$225,000 plus 3 bid alternates. Staff has selected Alternate 2 only, which deconstructs and transports the steel from one existing building to the new Public Works Facility for future use. The apparent low bidder (for the Base Bid plus Alternate 2) is Orion Environmental, Inc. for a total of \$195,584. The Town’s on-call construction management firm, Ditesco, has reviewed Orion Environmental’s bid and checked references. Orion is qualified to perform the work and therefore Staff is recommending award of the contract to Orion Environmental, Inc.

FINANCIAL CONSIDERATIONS

The approved 2022 budget identified \$1,150,249 for this project in the Municipal Facilities Fund (09-50-5720 and 09-51-5500). This request is for an amount not to exceed \$195,584.

Owner’s Rep/Construction Management	\$385,619	3/28/22 BOT Agenda - Approved
Architectural/Engineering	\$342,436	9/12/22 BOT Agenda
Bean Plant Demolition	\$195,584	9/12/22 BOT Agenda- This Item
Project Total	\$923,639	

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion:

I move to adopt Resolution 69-R-2022, A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Orion Environmental, Inc. for Bean Plant Deconstruction and Demolition in an amount not to exceed \$195,584.00.”

ATTACHMENTS

Ditesco Recommendation for Award
Resolution No. 69-R-2022
Construction Agreement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 69-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AWARDING THE
BID AND APPROVING A CONSTRUCTION AGREEMENT BETWEEN THE
TOWN AND ORION ENVIRONMENTAL, INC. FOR BEAN PLANT
DECONSTRUCTION AND DEMOLITION**

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

WHEREAS, the Town requires the deconstruction and demolition of the existing Town-owned Bean Plant structure in advance of the construction of a Town community center at that site (“Project”); and

WHEREAS, the Town issued an Invitation to Bid (“IFB”) for the Project and received three responsive bids by the deadline set forth in the IFB; and

WHEREAS, the bids included pricing for three alternates, and Town staff determined to move forward with Alternate 2 only; and

WHEREAS, following review of the bids, Town staff recommends awarding a construction agreement for the Project to Orion Environmental, Inc. (“Contractor”), which is the apparent low bidder; and

WHEREAS, the Board of Trustees desires to approve a construction agreement with Contractor for the Project in an amount not to exceed One Hundred Ninety-Five Thousand Five Hundred Eighty-Four Dollars and No Cents (\$195,584.00) in substantially the form attached to this Resolution as **Exhibit 1** (the “Agreement”); and

WHEREAS, the Board of Trustees further desires to delegate authority to the Mayor to execute the Agreement on behalf of the Town of Mead 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 Board of Trustees hereby: (a) approves the Agreement in substantially the same form as is attached hereto as **Exhibit 1** and incorporated herein; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the Agreement as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Mayor to execute the Agreement when in final form.

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 12th DAY OF SEPTEMBER, 2022.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Attachments to Resolution:

Exhibit 1 – Construction Agreement

**TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
Bean Plant Deconstruction and Demolition, Project No. 2022-007 (“Project”)**

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 ORION ENVIRONMENTAL, INC., a Colorado corporation whose address is 10301 E. 107th Place, Brighton, CO 80601 (the “**Contractor**”).

RECITALS

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for the 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, which includes the work for the base bid and Alternate 2 described in the Invitation to Bid for the Project (“**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 to 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 5% 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:
 - ☒ Special Provisions
 - ☒ Design Documents, including all Drawings and Plans
 - ☒ Specifications
 - ☒ Addendums to Specifications and Standards
 - ☒ The following manual of construction design standards and specifications: Town of Mead Design Standards and Construction Specifications
 - ☒ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
 - ☐ Others: _____

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 **January 24, 2023** 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 sixty (60) 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 one hundred sixty (160) 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 **\$1,000.00 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 **One Hundred Ninety-Five Thousand Five Hundred Eighty-Four Dollars and No Cents (\$195,584.00)** 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 coverage listed below:

- 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 than 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).

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.

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 Cox & McAskin, LLP
Attn: Mead Town Attorney
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111
Email: marcus@mcm-legal.com

Contractor: Orion Environmental, Inc.
Attn: Michael Dyer
10301 E. 107th Pl.
Brighton, CO 80601
Email:

With a copy to:

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 PAGE FOLLOWS

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

TOWN OF MEAD:

☒ Board of Trustees (for contracts exceeding \$25,000 pursuant to Sec. 4-2-20 of the Mead Municipal Code)

ATTEST:

By: _____
Mary Strutt, Town Clerk, MMC

By: _____
Colleen G. Whitlow, Mayor

OR

☐ Town Manager (for contracts \$25,000 or less pursuant to Sec. 4-2-20 of the Mead Municipal Code)

By: _____
Helen Migchelbrink, Town Manager

Date of Execution: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date of Execution: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Construction Agreement was acknowledged before me this _____ day of _____, 2022,
by _____ (printed name) as
_____ (title) of Orion Environmental, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____.

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

EXHIBIT A
CONTRACTOR'S FORM OF BID

[See attached document]

SECTION 00310
BID FORM

Project: Town of Mead – Bean Plant Deconstruction and Demolition
Address: Town of Mead
Attn: Erika Rasmussen, Town Engineer
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:

Addendum No.	Bidders Signature	Date Acknowledged
1	Michael Dyer	8-16-22

- 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.
- D. 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

Town of Mead
Bean Plant Deconstruction and Demolition

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(1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, 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.

- E. 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.
- F. 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.
- G. 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 any thing 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;

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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 and the current Town of Mead Design Standards and Specifications.

Base Bid Proposal

Item No.	Description	Unit	Qty	Price
1	Base Bid Scope	LS	1	\$ 158,534.00

Total Base Bid Price (in words)

One Hundred and fifty-eight thousand, five hundred thirty-four Dollars, and
Cents.

Bid Alternates Proposal

Item No.	Description	Unit	Qty	Price
A1	Alternate 1 (Deductive)	LS	1	\$ - 6973.00

Bid Alternate 1 Price (in words)

(deduct) - Six-thousand, nine hundred and seventy-three Dollars, and
Cents.

Clarification on Alternates: Building #3 contains material for backfill, and the intention is to use that if B #3 is demolished. If B #3 is kept intact, that material must be imported, creating additional cost, which is accounted for. Also, with each alternate, there is cost for the loss of income from recycling of the scrap metal which is accounted for in each alternate.

Item No.	Description	Unit	Qty	Price
A2	Alternate 2 (Additive)	LS	1	\$ 37,050.00

Bid Alternate 2 Price (in words)

____Thirty-seven thousand, and fifty____ Dollars, and
 _____Cents.

Item No.	Description	Unit	Qty	Price
A3	Alternate 3 (Additive)	LS	1	\$ 29,684.00

Bid Alternate 3 Price (in words)

____Twenty-nine thousand six hundred and eighty-four____ Dollars, and
 _____Cents.

BIDDER acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed twenty-five percent (25%) of the total Contract Amount.

The undersigned Bidder agrees to furnish any and all required Bonds in the form required by the Town and to enter into a contract within the time specified in the Instructions to Bidders and further agrees to complete all Work covered by the Bid, in accordance with specified requirements, within the time specified in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages.

In submitting this Bid it is understood that the right is reserved by Owner to reject any and all bids, and it is understood that this Bid may not be withdrawn during a period of 45 days after the scheduled time for the receipt of bids.

1.06 Construction Schedule

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

1.07 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Project References; Résumé of General Manager & Superintendent
- C. List of Proposed Suppliers

Town of Mead
 Bean Plant Deconstruction and Demolition

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July 2022
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- D. List of Proposed Subcontractors
 - E. 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;
- 1.08 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 five (5) 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: 8-17-22

If an Individual: _____

Doing business as: _____

If a Partnership: _____

By: _____, partner

If a Corporation: Orion Environmental, Inc. (a Colorado S Corporation)

By:  Shawn R. Lopez

(SEAL & TITLE President ATTEST)



ADDRESS: 10301 E. 107th
Brighton , CO 80601

TELEPHONE: 303-993-2750

EMAIL: mdyer@orionsvcs.com

END OF SECTION

September 2, 2022
to:

Delivery via email

erasmussen@townofmead.org

Mrs. Erika Rasmussen, P.E.
Town of Mead
441 3rd Street
Mead, CO 80542

RE: Bean Plant Deconstruction and Demolition Project
Bid Award Recommendation

Dear Erika:

On August 17th, 2022 at 2:00 p.m. the Town of Mead opened public bids for the Bean Plant Deconstruction and Demolition Project. Three bids were received; Orion Environmental, ABI Services, and Western Wrecking. The table below shows a comparison of base bid and alternate bid prices:

Company Name	Base Bid Scope	Alt 1 Deduct	Alt 2	Alt 3
American Demolition Inc.	\$ 143,500	\$ (15,000)	\$ 75,500	\$ 78,500
Orion Environmental	\$ 158,534	\$ (6,973)	\$ 37,050	\$ 29,684
Western Wrecking	\$ 225,000	\$ (9,000)	\$ 35,000	\$ 35,000

Following selection of the desired alternate, Alt 2, the Base Bid price was added to the Alt 2 price to determine final bid amount. Orion Environmental was apparent low bidder with Base Bid and Alt 2 combined. Base Bid scope included demolition of all buildings and site features and Alt 2 scope includes protecting and salvaging structural steel from one of the three onsite buildings and transporting it to storage for future use. The table below shows final bid price:

Company Name	Base Bid Scope	Alt 2	Base Bid + Alt 2
American Demolition Inc.	\$ 143,500	\$ 75,500	\$ 219,000
Orion Environmental	\$ 158,534	\$ 37,050	\$ 195,584
Western Wrecking	\$ 225,000	\$ 35,000	\$ 260,000

References and qualifications were checked for the low bidder, Orion Environmental (Orion).

All bidders met the bidding requirements for submitting a public bid. The low bid was from Orion Environmental for a total sum of \$195,584.00. Ditesco checked the references provided by Orion:

Denver Metro Village – The project manager for this \$70M overall project was extremely happy with the performance by Orion. Orion's scope was approximately \$1.6M asbestos remediation and demolition. Per the project manager, Orion met schedule and budget, was great to work with and they would happily recommend Orion to anyone.

Anthem Blue Cross/ Blue Shield – the project manager for this \$40M overall remodel project was also extremely happy with Orion's performance and would recommend them to anyone in need of demolition or asbestos remediation services. Orion's scope was approximately \$1.1M and included asbestos remediation and demolition. Orion met schedule and budget, communicated well and attended weekly meetings, and was overall great to work with.

Other references were contacted but did not return calls or otherwise provide responses. Based on Ditesco's review of the bids and reference checks we feel that Orion Environmental is well qualified to perform the work and therefore recommend that the Bean Plant Deconstruction and Demolition Project be awarded to Orion Environmental for construction.

Please let me know if you have any questions regarding this recommendation. I can be reached by phone at 970.820.0175 or email at bill.renz@ditescoservices.com.

Sincerely,



Bill Renz, P.E.

Enclosure: Bid form and references.



Town of Mead IFB 2022-007
Due – 08/17/2022 2:00PM MST

**Trades to be considered:
Demolition and Abatement**

Responding Firm: ORION ENVIRONMENTAL, INC
Contact Person: Michael Dyer
Address: 10301 E. 107th Pl. Brighton, CO 80601
T: 303-993-2750 F: 303-955-1882
Email: mdyer@orionsvcs.com cell: 719-482-0082

Orion Environmental Inc., - Environmental Services ("OEI") is pleased to present a brief statement and supporting documentation to complete the overview of our qualifications.

Orion Environmental, Inc. is an industry leading SDB/DBE/MBE Environmental, Demolition and Professional Services firm delivering projects around the nation for almost two decades. Our employees are well qualified to safely perform on all types of abatement, demolition on your construction projects. They are certified through the EPA, CDPHE and OSHA. We look forward to the opportunity to work together and remain available to assist and discuss any questions you have concerning this statement or provided documentation.

Sincerely,

Michael Dyer, PM

Orion Environmental, Inc
10301 E. 107th Pl. Brighton, Co 80601 * Phone 303.993.2750 * Fax 303.955.1882

A: Bid Security attached

B: References and resumes attached

C: Suppliers: Blue Bear Roll-off Services

D: Subcontractors: None expected. 100% in-house performance

E: State of Colorado authority attached

Orion Environmental, Inc
10301 E. 107th Pl. Brighton, Co 80601 * Phone 303.993.2750 * Fax 303.955.1882

SECTION 00410
BID BOND

Project: Town of Mead – Bean Plant Deconstruction and Demolition
IFB 2022-007

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Orion Environmental, 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] Granite Re, Inc. a corporation of the State of Minnesota, 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 August, 2022

(Corporate Seal)



THE PRINCIPAL

Orion Environmental, Inc.

10301 East 107th Place, Brighton, CO 80601
Address

ATTEST: 

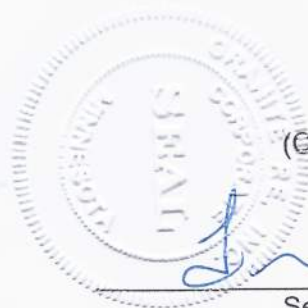
BY 

Secretary

SIGNATURES

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.

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



(Corporate Seal)

Secretary

THE SURETY

Granite Re, Inc.

By

Attorney-In-Fact Jennifer Naber

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

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SARAH K. FORSBERG; J. DOUGLAS ENGERMAN; RICHARD M. FORSBERG; JENNIFER NABER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

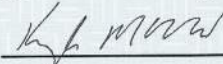
SARAH K. FORSBERG; J. DOUGLAS ENGERMAN; RICHARD M. FORSBERG; JENNIFER NABER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



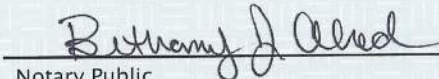
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620





Bethany J. Alred
Notary Public

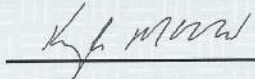
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
16th day of August, 2022





Kyle P. McDonald, Assistant Secretary



REFERENCES

CLIENTS

I-Kota Construction	Kyle Barrett	720-256-9066	kyle@i-kota.com
MW Golden	Mike Webber	303-688-9848	
PCL	Dave Espinosa	303-365-6500	
Swinerton	Steven Love	303-423-9242	

GOVERNMENT

City and County of Denver	Pete Kates	720) 865-5452	peter.kates@denvergov.org
GSA	Laura McGee	303.236.2834	
US DOC/NIST	Richard Royer	303.497.7423	
US Air Force	Lisa Job	720.847.9819	
Denver Public Schools	Ted Hagan	720-423-1919	theodore_hagan@dpsk12.org

CONSULTANT

EnviroCare LLC	Kim Lopez	720-390-5768	
WE Anderson Environmental Consulting	Wade Anderson	303.644.5027	

PRIVATE OWNER/DEVELOPER/PM

Suncor Energy	Steve Norton		snorton@suncor.com
Aggregate Industries	Jessica Costa	303.716.5248	
Riverside Church - Morrow Ventures, LLC	Ronnie Wimberley	720-891-5505 240-381-6805	rwimberley@riversidedenver.com Max@maxlunch.com

SUPPLIERS:

CSI	Michael Funk	303-332-7071	
Aramco	Christopher Holmes	303-229-1571	
Connective Systems and Supply	Aaron Berger	970-310-7385	
Inline Distributing	Jason Hilma	303-824-9584	
Wise Safety & Environmental	Thomas Siewald	303-329-9016	5720 Holly St, Commerce City, CO 80022



Moises (Moe) Alarcon Jr.
Vice President, Orion Environmental, Inc.

15 Years Executive Level Management
23 Years Contract Administration Experience
11 Years Construction/ Education Experience

As Vice President of Orion Environmental, Moe is responsible for the overall success of the company. With wide variety of responsibilities his main responsibilities are:

- To set corporate strategy, direction, and vision to propel Orion into becoming an industry leader
- Build company culture to ensure Orion continues to be a innovated and responsive firm
- Oversee project operations to ensure successful completion for clients and owners
- Design, develop, and implement management plans for projects to guaranty successful project execution
- Perform cost and risk analysis with proven experience to provide the best solutions for clients and owners

Experience

A12 Thornton High School

Location: Thornton, Colorado

Description: Demolition , Environmental Remediation

Contract Amount: \$103,100.00

Owner: GSA

Van Buren

Location: Loveland Colorado

Description: Asbestos Abatement

Contract Amount: \$460,800.00

Owner: JHL

Tope & Orchard Elementary Schools

Location: Broomfield, Colorado

Description: Environmental Remediation

Contract Amount: \$201,900.00

Owner: Mesa County Valley School District



Shawn Lopez
President, Orion Environmental Inc.

19 Years President
30 Years Project Manager / Estimator Experience

As President of Orion Environmental, Shawn is responsible for the overall success of the company. He has several certifications following 30 years of asbestos abatement experience. His unique blend of project experience from working primarily investigations and remediation, construction, demolition, and sub-surface investigations involving hazardous waste and petroleum contamination allows him to be focused and disciplined on each project. A firm believer in the team approach, Shawn leads his project teams to exceed the client's expectations.

Select Experience

Mitchell Hall

Location: Colorado Springs, Colorado

Description: Asbestos Abatement

Contract Amount: \$4,000,000.00

Owner: USAFA

Denver Metro Village

Location: Denver, Colorado

Description: Asbestos Abatement and Demolition

Contract Amount: \$1,300,000.00

Owner: Denver Metro Village

Sunrise Senior Living Center

Location: Broomfield, Colorado

Description: Environmental Remediation including Soils

Contract Amount: \$4,300,000.00

Owner: Gobbell Hays Partners



Michael Dyer

Project Manager/ Estimator, Orion Environmental Inc.

22 Years Project Management and Estimating Experience

***BS, engineering
University of Colorado, Boulder***

Select Experience

Evrast Steel , Pueblo

\$1,500.00M , Pueblo, CO

Demolition of industrial area known as the Coke Plant

Owner: Evrast

Pikes Peak Summit House

\$500,000.00, Colorado Springsr CO

Demolition at 14010 feet above see level.

Owner: City of Colorado Springs

Cortez HS

500,000.00 Cortez, CO

Student Residence Halls at CU Boulder

Owner: Montezuma County School District

And over 1000 additional demolition projects.

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,

ORION ENVIRONMENTAL, INC.

is a

Corporation

formed or registered on 02/20/2002 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 20021041063 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/02/2021 that have been posted, and by documents delivered to this office electronically through 04/05/2021 @ 11:33:52 .

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 04/05/2021 @ 11:33:52 in accordance with applicable law. This certificate is assigned Confirmation Number 13073245 .




Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site 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 Web site, <http://www.sos.state.co.us/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 Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Section 8, Item d.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Orion Environmental, Inc

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10301 E 107th Pl

6 City, state, and ZIP code

Brighton, CO 80601

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

4 1 - 2 0 2 8 1 0 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Shelley Sims

Date ► 01/01/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Project Name	Owners Name	Owners Contact	Contact Phone Number	Contact Email	Scope of Work	Contract Value	% Self Performed	Year Completed
Provincetown Apartments	I-Kota	Matt Herbert	720-442-8200	matt@i-kota.com	Demolition	\$ 506,814.00	100%	2019
Anthem 7th Floor	Anthem Inc., Cushman & Wakefield as Agent	Jackie Craine	720-298-0394	Jackie.Craine@anthem.com	Asbestos Remediation/Demolition	\$ 1,100,773.00	100%	2019
Buena Vista HS	Buena Vista School District	Steven Mumblo	303-319-9528	Smumblo@coopstragies.com	Soil Remediation/Demolition	\$ 1,491,578.00	100%	2020
CSU Shepardson	Colorado State University	Jennifer Marley	970-568-6327	jennifer.marley@colostate.edu	Asbestos Remediation	\$ 1,083,346.00	100%	2020
DRM The crossing	Denver Rescue Mission	Ryan Wickstrom	Unknown	rwickstrom@denrescue.org	Asbestos Remediation/Demolition	\$ 1,096,655.00	100%	2021
Denver Metro Village	Denver Metro Village	Maria Michels	505-228-0525	maria@denvermetroville.org	Asbestos Remediation/Demolition	\$ 1,609,179.00	100%	2021

SECTION 00310
BID FORM

Project: Town of Mead – Bean Plant Deconstruction and Demolition

Address: Town of Mead
Attn: Erika Rasmussen, Town Engineer
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:

Addendum No.	Bidders Signature	Date Acknowledged
1		8-16-22

- 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.
- D. 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, 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.

- E. 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.
- F. 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.
- G. 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 any thing 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 and the current Town of Mead Design Standards and Specifications.

Base Bid Proposal

Item No.	Description	Unit	Qty	Price
1	Base Bid Scope	LS	1	\$ 158,534.00

Total Base Bid Price (in words)

One Hundred and fifty-eight thousand, five hundred thirty-four _____ Dollars, and
_____ Cents.

Bid Alternates Proposal

Item No.	Description	Unit	Qty	Price
A1	Alternate 1 (Deductive)	LS	1	\$ - 6973.00

Bid Alternate 1 Price (in words)

(deduct) - Six-thousand, nine hundred and seventy-three _____ Dollars, and
_____ Cents.

Clarification on Alternates: Building #3 contains material for backfill, and the intention is to use that if B #3 is demolished. If B #3 is kept intact, that material must be imported, creating additional cost, which is accounted for. Also, with each alternate, there is cost for the loss of income from recycling of the scrap metal which is accounted for in each alternate.

Item No.	Description	Unit	Qty	Price
A2	Alternate 2 (Additive)	LS	1	\$ 37,050.00

Bid Alternate 2 Price (in words)

____Thirty-seven thousnd, and fifty____Dollars, and
 _____Cents.

Item No.	Description	Unit	Qty	Price
A3	Alternate 3 (Additive)	LS	1	\$ 29,684.00

Bid Alternate 3 Price (in words)

____~~Twenty-nine thousand six hundred and eighty-four~~____Dollars, and
 _____Cents.

BIDDER acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed twenty-five percent (25%) of the total Contract Amount.

The undersigned Bidder agrees to furnish any and all required Bonds in the form required by the Town and to enter into a contract within the time specified in the Instructions to Bidders and further agrees to complete all Work covered by the Bid, in accordance with specified requirements, within the time specified in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages.

In submitting this Bid it is understood that the right is reserved by Owner to reject any and all bids, and it is understood that this Bid may not be withdrawn during a period of 45 days after the scheduled time for the receipt of bids.

1.06 Construction Schedule

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

1.07 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Project References; Résumé of General Manager & Superintendent
- C. List of Proposed Suppliers

D. List of Proposed Subcontractors

- E. 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;

1.08 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 five (5) 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: 8-17-22

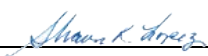
If an Individual: _____

Doing business as: _____

If a Partnership: _____

By: _____, partner

If a Corporation: Orion Environmental, Inc. (a Colorado S Corporation)

By:  Shawn R. Lopez

(SEAL & TITLE President ATTEST)



ADDRESS: 10301 E. 107th

Brighton , CO 80601

TELEPHONE: 303-993-2750

EMAIL: mdyer@orionsvcs.com

END OF SECTION



Agenda Item Summary

MEETING DATE: September 12, 2022

SUBJECT: **Resolution No. 70-R-2022** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town and Essenza Architecture, LLC for Community Center Architectural and Engineering Design Services

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

SUMMARY

The Town of Mead released an RFP in July for Architectural/Engineering Design Services for the Mead Community Center project. Four proposals were received from qualified firms on August 4, 2022, and staff interviewed two of the top-rated firms. The interview panel determined Essenza Architecture best meets the needs of the project. Essenza is qualified to perform the work and therefore Staff is recommending award to Essenza Architecture, LLC for \$342,436.

FINANCIAL CONSIDERATIONS

The approved 2022 budget identified \$1,150,249 for this project in the Municipal Facilities Fund (09-50-5720 and 09-51-5500). This request is for an amount not to exceed \$342,436.

Owner’s Rep/Construction Management	\$385,619	3/28/22 BOT Agenda - Approved
Bean Plant Demolition	\$195,584	9/12/22 BOT Agenda
Architectural/Engineering	\$342,436	9/12/22 BOT Agenda - This Item
Project Total	\$923,639	

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion:

“I move to adopt Resolution No. 70-R-2022, A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town and Essenza Architecture, LLC for Community Center Architectural and Engineering Design Services for an amount no to exceed \$342,436.”

ATTACHMENTS

Resolution 70-R-2022
Professional Services Agreement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 70-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN AND
ESSENZA ARCHITECTURE, LLC FOR COMMUNITY CENTER
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES**

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

WHEREAS, the Town requires architectural and engineering design services for the design of a new community center to be constructed on Town property located at 401 3rd Street in Mead, Colorado following the deconstruction and demolition of the existing bean plant structure on the property (“Services”); and

WHEREAS, the Town issued a Request for Proposals (“RFP”) for the Services on or about July 11, 2022 and received four (4) proposals by the deadline set forth in the RFP; and

WHEREAS, Town staff evaluated the proposals based on the criteria set forth in the RFP and determined that Essenza Architecture, LLC (“Contractor”) is the proposer that is most qualified to fulfill the needs of the Town; and

WHEREAS, the Board of Trustees desires to approve an Agreement for Professional Services with Contractor in an amount not to exceed three hundred forty-two thousand four hundred thirty-six dollars and no cents (\$342,436.00) in substantially the form attached to this Resolution as **Exhibit 1** (the “Agreement”); and

WHEREAS, the Board of Trustees further desires to delegate authority to the Mayor to execute the Agreement on behalf of the Town of Mead 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 Board of Trustees hereby: (a) approves the Agreement in substantially the same form as is attached hereto as **Exhibit 1** and incorporated herein; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the Agreement as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Mayor to execute the Agreement when in final form.

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 12th DAY OF SEPTEMBER, 2022.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Attachments to Resolution:

Exhibit 1 - Agreement for Professional Services

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Architectural/Engineering Design Services
for Town of Mead Community Center

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 Essenza Architecture, LLC, a Colorado limited liability company with offices at 685 S. Arthur Ave., Unit 12B, Louisville, Colorado 80027 (“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, 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 **September 30, 2023** 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 Christa Plaza, 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 **Three Hundred Forty-Two Thousand Four Hundred Thirty-Six Dollars and No Cents (\$342,436.00)** (“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 on _____.

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. 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.

X. 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.

XI. 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.

<u>If to the Town:</u>	<u>If to Contractor:</u>
Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Essenza Architecture, LLC Attn: Christa Plaza 685 S. Arthur Ave., Unit 12B Louisville, CO 80027
With Copy to: Michow Cox & McAskin LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 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. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) 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.

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 XI (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.

SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

CONTRACTOR:

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 _____, 2022, by _____ (printed name) as _____ (title) of Essenza Architecture, LLC, a Colorado limited liability company.

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

(see attached)

Christa Plaza, AIA, LEED AP
 Essenza Architecture
 685 S. Arthur Avenue, Unit 12-B
 Louisville, CO 80027
 303.952.5080 x2



August 4, 2022

Erika Rasmussen, P.E.,
 Public Works Director/Town Engineer
 Town of Mead
 441 Third Street
 Mead, Colorado 80542

Re: RFP-2022-09 Community Center Architectural and Engineering Services

Dear Erika,

Essenza Architecture, along with our consultants, are pleased to present our proposal for the A/E services on the Town of Mead Community Center project. We acknowledge our receipt of Addendum #1 – issued July 29, 2022.

It would be an honor to serve as your architect and lead the Town in creating an inspired community center that preserves the legacy of the historic Bean Plant while providing the expertly designed recreational facilities. As recreation and aquatic architectural specialists, we create spaces that bring people together and instill community pride. Our design will be guided by our knowledge of recreational users traffic patterns, and best practices in splash pad technology and athletic court design and materials. We will thoughtfully connect the interior and exterior spaces to provide maximum recreation programming. Pool mechanical systems will be designed upon 28 years of best practices, critical for proper maintenance, longevity, and water conservation.

The historical aesthetics of the Bean Plan will guide every design decision. Norris Design will be instrumental in the reuse of salvaged items to tell the history of the Plant in a way that invites guests into the Center. Norris' involvement with the award-winning RainDance River Resort in Windsor (an immersive farm life experience) is one of their highly successful community placemaking and landscape design projects. Together our firms will create a cohesive design that reflects the unique look of the Bean Plant while honoring its story.

Thank you for this amazing opportunity to work with the Town of Mead. Please call our references who can speak to our level of service, technical expertise, and dedication to our clients. We look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christa Plaza', written in a cursive style.

Christa Plaza, AIA, LEED AP
 President, Essenza Architecture

THE ESSENCE OF DESIGN IS IN THE DETAILS

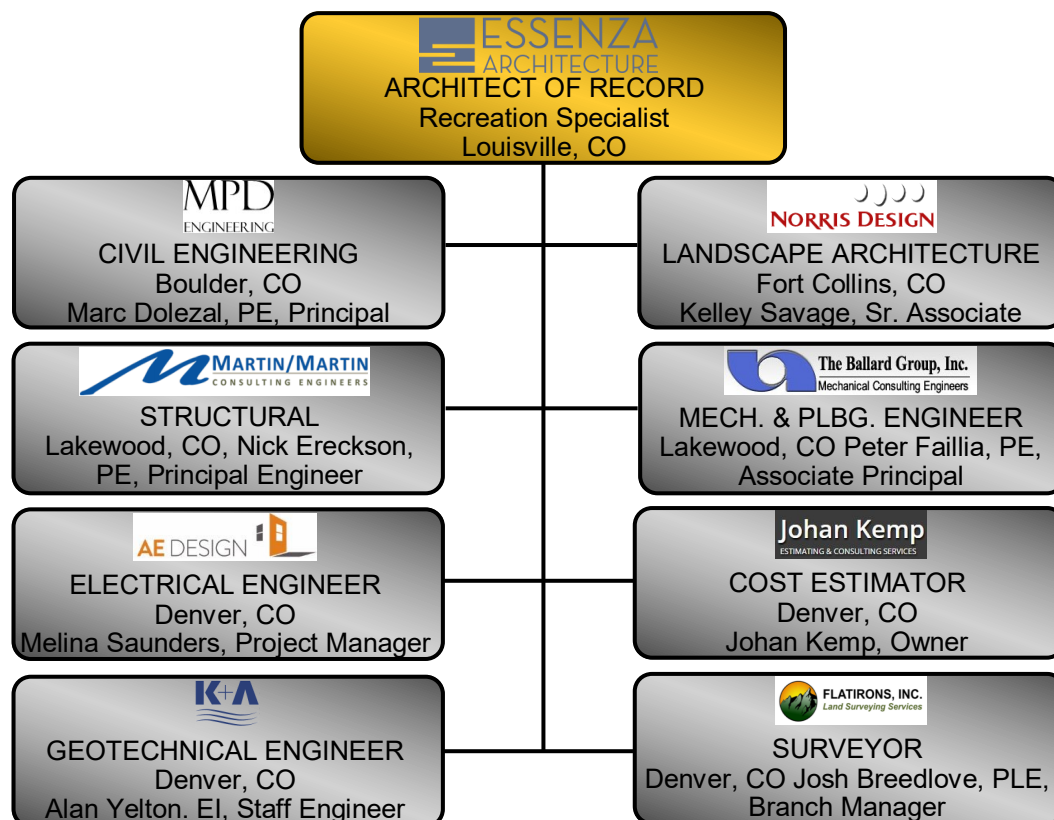


PROJECT TEAM AND STRUCTURE

KEY STAFF

Essenza has assembled a team of subconsultants with whom we have been designing recreation, aquatic, and fitness facilities together for over 20 years. Christa Plaza will lead the team and oversee their efforts from the early phases of programming and design to post occupancy. Our quality control methodology focuses on three equally important founding principles of budget, scope, and schedule. Essenza will work closely with Norris Design to ensure the Bean Plant’s historical aesthetic is reflected not only in the main facility design but also in the exterior public spaces, splash pad, and landscape.

Resumes of proposed team members are found on the following pages and include applicable licensure and certifications. The location of each consultant is listed on the chart below. We are passionate about designing recreation facilities that represent our communities and provide places and spaces where people go to get fit and have fun!



PAST PARTNERING EXPERIENCE

ESSENZA ARCHITECTURE	Adams County South Park Maintenance	Scott Carpenter Aquatic Park	Parklane Bathhouse	Longmont Museum Addition	Eagle Pointe Rec Center	Longmont Winter Chemical Facility	Cherry Creek Vista Orchard Pool
NORRIS DESIGN	★			★			
The Ballard Group, Inc. Mechanical Consulting Engineers	★	★	★	★	★	★	★
AE DESIGN	★	★		★	★		
MPD ENGINEERING	★	★		★	★	★	
MARTIN/MARTIN CONSULTING ENGINEERS	★		★	★		★	★
Johan Kemp ESTIMATING & CONSULTING SERVICES	★	★	★	★	★	★	★

PROJECT TEAM AND STRUCTURE | 2

CHRISTA PLAZA, AIA, LEED AP BD+C

PRESIDENT- ESSENZA ARCHITECTURE

**REGISTRATION | CERTIFICATION**

Registered Architect
Colorado #400686
Texas #20787
LEED AP BD+C

EDUCATION

Bachelor of Science in
Architecture - Arizona
State University

Christa's vast experience in architectural design has translated into her ability to work with clients that have diverse needs. With over 27 years of experience in architecture and lighting design, her work includes local projects with City of Boulder, City of Lafayette, Clear Creek County, and Parker as well as across the country from California to Massachusetts. Her extensive design portfolio includes fitness centers, athletic facilities, restaurants, spas, water parks, commercial office buildings, retail, tenant finish, schools, and public works building design. Christa's project experience ranges from facilities that are 3,000 s.f. to 143,000 s.f.

PROJECT EXPERIENCE

- Parker Racquet Club - Parker, CO
- Laramie County Comm. College Rec and Athletic Complex - Cheyenne, WY
- City of Boulder Scott Carpenter Aquatic Center - Boulder, CO
- Parklane Pool and Bathhouse - Aurora, CO
- CCRMD Recreation Center - Idaho Springs, CO
- South Suburban Parks and Rec District - Holly, Harlow, and Franklin Aquatics
- Adams County South Parks Maintenance Facility - Thornton, CO
- Bob L. Burger Recreation Center - Lafayette, CO
- City of Fort Morgan Fieldhouse - Fort Morgan, CO
- Uinta School District #1, Evanston High School Fieldhouse - Evanston, WY
- Eagle Pointe Rec Center and Aquatic Expansion - Commerce City, CO

MELISSA LANNING, AIA

PROJECT MANAGER - ESSENZA ARCHITECTURE

**REGISTRATION | CERTIFICATION**

Registered Architect
Colorado #00404921

EDUCATION

Bachelor of
Architecture -
Philadelphia University

Minor: Environmental
Sustainability,
Landscape Design

Melissa is an experienced Architect who leads clients through pre-planning, design, and construction administration. She works closely with the design teams and keeps clients informed of progress while providing direction to in-house staff. Melissa is responsible for tracking project scope changes and preparing client presentation documents. In addition, she contributes to quality control by performing construction site visits, answering RFIs, and solving problems quickly with the construction team. In 2020, the firm for which she worked recognized Melissa as 'Emerging Firm Leader 2020'. From scholar to board member, Melissa has been involved with the Christopher Kelley Leadership Development Program, AIA, since 2018.

PROJECT EXPERIENCE

- Laramie Comm. College Rec and Athletic Complex - Cheyenne, WY
- Westwood Recreation Center - Denver, CO
- Pueblo West Indoor Aquatic Facility - Pueblo West, CO
- Country Club of Birmingham Phase II Fitness - Birmingham, AL
- Sundance Hills Pool and Bathhouse - Greenwood Village, CO
- Cherry Creek Vista Orchard Pool - Englewood, CO
- Westminster Swim and Fitness - Westminster, CO
- The Draper Mixed Use Historic Adaptive Reuse - Loveland, CO*
- Fox Park Master Plan 41 Acres, 6.3M SF - Denver, CO*
- Manna Office, Commercial Kitchen - Philadelphia, PA*

*previous firm

CAPABILITIES & EXPERIENCE 13

KELLEY SAVAGE

PRINCIPAL, CLARB—NORRIS DESIGN

Kelley Savage is a Principal in Norris Design's Fort Collins office and a registered professional landscape architect with 28 years of experience. She has been with Norris Design for three years. Her experience includes parks and recreation, trails and open space, urban design, streetscape and higher education projects. Kelley is also skilled in public engagement, having coordinated with public and private organizations and stakeholders including federal, state and local agencies. Kelley's context appropriate design solutions create and capture a sense of place, while considering client capital and long-term.

PROJECT EXPERIENCE

- Adams County South Parks Maintenance Facility - Thornton, CO
- Downtown Master Plan, Sundance - WY*
- Longmont Museum Addition - Longmont, CO
- California National Historic Trails Interpretive Center, Elko, NV*
- Old Town & Alley Improvements - Fort Collins, CO*
- Pompey's Pillar National Historic Monument Interpretive Center, Billings, MT*
- Downtown Master Plan and Sundance Square, Sundance, WY*

*previous firm

RYAN HOLDORF

SENIOR ASSOCIATE - NORRIS DESIGN

Ryan has worked to build lasting and memorable spaces throughout the Colorado Front Range for more than 18 years. Driven by his passion to create functional and lasting designs, he is proud to work in urban and rural landscapes throughout Colorado, the Western mountain region and the greater United States. Ryan is noted by his professional peers for his ability to champion large and small scale projects with practical and innovative design solutions.

PROJECT EXPERIENCE

- RainDance River Resort - Windsor, CO
- Fort Morgan Fieldhouse - Fort Morgan, CO
- Brighton Downton Plaza Master Plan - Brighton, CO
- Bison Ridge Recreation Center - Commerce City, CO
- Brighton Sports Complex - Brighton, CO
- Eaton Area Community Recreation Center and Ballfields - Eaton, CO
- Rocky Mountain Sports Park - Windsor, CO
- Ken Mitchell Park & Open Space Master Plan, Brighton, CO
- Cobblestone Ranch Park, Castle Rock, CO
- Benedict Fountain Park Landscape & Site Renovation, Denver, CO*

RainDance River Resort

is connected to open space, orchards and farmland through an extensive trail network. Large scale amenities celebrate simple pleasures, and evokes an immersive experience of "Living in the Farm." Authentic design details take root in nostalgia. Agrarian patterns guided the landscape design, and farm equipment was modified to function playfully. A working center pivot irrigation system serves as a custom water feature.



2020 American Society of Landscape Architects Colo. Chapter Merit Award. & 2020 Nat'l Assoc. of Home Builders Best in American Living Awards Gold Award for Community Facility

NORRIS DESIGN
**REGISTRATION**

Registered Landscape Architect CO #356

CLARB Certified Landscape Architect

EDUCATION

Bachelor of Science in Landscape Architecture - Colorado State University

NORRIS DESIGN
**EDUCATION**

Master of Landscape Architecture - University of Minnesota

Bachelor of Environmental Design - University of Minnesota

CAPABILITIES & EXPERIENCE | 3

MARC DOLEZAL, PE

PRINCIPAL/CIVIL ENGINEER - MPD ENGINEERING

Marc has over 20 years experience providing full service civil engineering design, document preparation, and permitting for municipal redevelopment, commercial and industrial projects. His extensive range of experience includes conceptual layout, utilities, grading, drainage, hydrology, and streets. Marc's acute attention to detail ensures that studies, reports, manuals, and technical specifications are complete and comprehensive. Marc has experience in planning for community development and has experience with low-impact design.

PROJECT EXPERIENCE

- Adams County South Parks Maintenance Facility - Thornton, CO
- Eagle Pointe Recreation Center - Commerce City, CO
- Longmont Museum Master Plan - Longmont, CO
- City of Boulder Scott Carpenter Aquatic Park - Boulder, CO
- Parker Racquet Club - Parker, CO

MPD
ENGINEERING**REGISTRATION**
PE CO #42318**EDUCATION**

Bachelor of Science in
Civil Engineering -
University of Minnesota

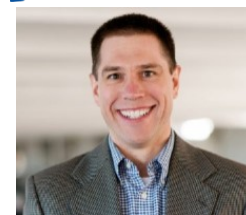
NICK J. ERECKSON, PE

PRINCIPAL/STRUCTURAL ENGINEER - MARTIN/MARTIN

Nick leads the structural design of both new buildings and the renovation of existing facilities for a variety of projects including civic, sports and athletics, primary and secondary education, mixed-use, medical, and residential facilities. He has a large breadth of work in a variety of sports and entertainment venues, including recreation and wellness centers, stadiums, open-air amphitheaters, performing arts venues, and ice facilities. His design expertise includes reinforced concrete (cast-in-place, precast, and post-tensioned), structural steel, reinforced masonry, and wood.

PROJECT EXPERIENCE

- Adams County South Parks Maintenance Facility - Thornton, CO
- Cherry Creek Vista Orchard Pool Renovation - Englewood, CO
- National Western Legacy Building - Denver, CO
- Longmont Museum Addition - Longmont, CO

MARTIN/MARTIN
CONSULTING ENGINEERS**REGISTRATION**
PE CO #41674**EDUCATION**

MS in Civil Engineering
- Missouri University of
Science and
Technology

PETER FAILLA, P.E., LEED AP

ASSOCIATE PRINCIPAL - THE BALLARD GROUP

Peter Failla serves as Principal-in-Charge of Mechanical Engineering, Project Manager & Lead HVAC Engineer. He has been with The Ballard Group, Inc. since 2006 and has 18 years of engineering experience. He thrives as a mentor and Principal-in-Charge of Mechanical Engineering where he is able to set the direction of design and guide others to understand the rationale behind each design as well as the technical details of the mechanical systems.

PROJECT EXPERIENCE

- Adams County South Parks Maintenance Facility - Thornton, CO
- City of Boulder Scott Carpenter Aquatic Park - Boulder, CO
- Cherry Creek Vista Orchard Pool Renovation - Englewood, CO
- Eagle Pointe Recreation Center - Commerce City, CO
- North Boulder Recreation Center - Boulder, CO
- Eaton Area Community Center - Eaton, CO
- Great Outdoors Waterpark - Lafayette, CO

The Ballard Group, Inc.
Mechanical Consulting Engineers**REGISTRATION**
PE CO #48239**EDUCATION**

Bachelor of Science in
Mechanical Engineering
- Colorado School of
Mines

CAPABILITIES & EXPERIENCE | 3

MELINA SAUNDERS, ASSOCIATE IALD, LEED GA, CXA

PROJECT MANAGER - AE DESIGN

Melina brings her creativity, devotion, and problem solving skills to both her technical electrical designs and creative lighting designs. Melina's strong commitment to the quality of the project shows through the accurate, timely and detailed coordination among the architectural team, interior team and project owner on every detail. She always works towards the optimal design: practical, energy efficient, and fitting the needs and goals of the client.

PROJECT EXPERIENCE

- Eagle Pointe Recreation Center - Commerce City, CO
- Parker Racquet Club - Parker, CO
- Scott Carpenter Aquatic Park - Boulder, CO
- Bob L. Burger Recreation Center - Lafayette, CO

**EDUCATION**

Bachelor of Science in
Architectural
Engineering -
University of Colorado
Boulder

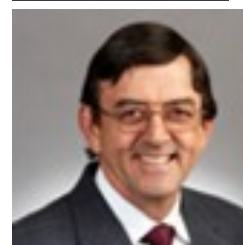
JOHAN KEMP, PRESIDENT

CONSTRUCTION COST ESTIMATOR - KEMP ESTIMATING

Johan's extensive experience in the construction industry spans over 35 years. His varied industry experience includes quantity surveying, project management, construction management, contract administration and estimating. Johan was Vice President of an international Consulting firm prior to starting and operating his own firm and has worked together with the Essenza team since 2008. As cost estimator his responsibilities include development and oversight of preconstruction activities with a special emphasis on cost control.

PROJECT EXPERIENCE

- Cherry Creek Vista Orchard Pool Renovation - Englewood, CO
- City of Boulder Scott Carpenter Aquatic Park - Boulder, CO
- Eagle Pointe Recreation Center - Commerce City, CO
- Parker Racquet Club - Parker, CO

**EDUCATION**

Bachelor of Science in
Quantity Surveying
- Graduate School of
Business Cape Town

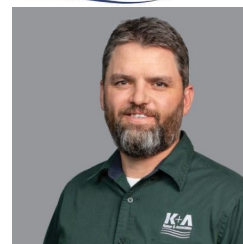
ALAN YELTON, EI

GEOTECHNICAL SERVICES STAFF ENGINEER - KUMAR & ASSOCIATES

Alan has over 9 years of experience in the geotechnical engineering and construction industry. His background includes surveying, residential construction, geotechnical drilling operations and field investigations, construction observations for various municipal and commercial projects. His responsibilities include supporting senior project engineers with geotechnical engineering studies for numerous projects primarily across Colorado such as: commercial developments, educational facilities, parks and trails, wastewater facilities, pipelines, bridges, and Onsite Wastewater Treatment System (OWTS) Design.

PROJECT EXPERIENCE

- Eagle Pointe Recreation Center - Commerce City, CO
- Cherry Creek Vista Parks and Recreation District Orchard Pool Renovation - Englewood, CO
- Sundance Hills Metro District Pool and Bathhouse - Greenwood Village, CO
- South Suburban Parks and Recreation Multiple Pools and Bathhouses - Centennial & Littleton, CO

**REGISTRATION**

CFC/HCFC Refrigerant
Processing Type
Certification

EDUCATION

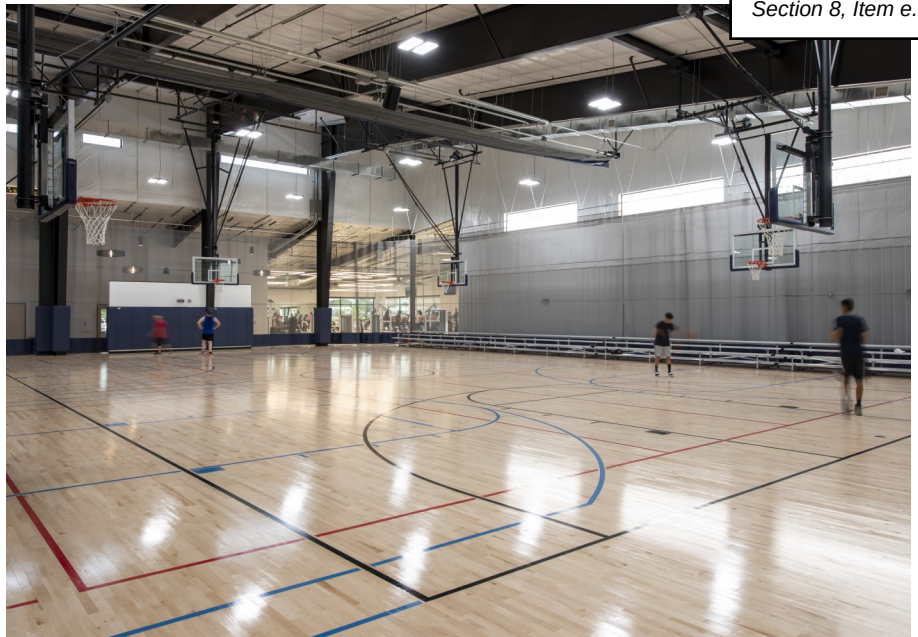
Bachelors Degree in
Civil Engineering -
University of Colorado
Denver

FORT MORGAN FIELDHOUSE

FORT MORGAN, COLORADO

This new state-of-the-art recreational facility features a tournament gym with two high school basketball courts, four youth basketball courts, and four volleyball courts, all with sprung athletic wood floors. A net surrounding the courts provides separation from the adjacent walk/run track. Within the courts are four, quadrant nets that separate courts to allow for simultaneous play and rental spaces for community events. Ample storage for program flexibility was provided.

To meet the budget, we worked together with our designers, engineers, the CMGC team, and our cost estimators, to simplify the building and specifications prior to starting the CD phase. The base bid budget for the Fort Morgan Fieldhouse project came in \$1.5M below the \$10M budget allowing the owners to add in all the project alternates and order additional FF&E.



City of Fort Morgan
Steve Glammeyer,
970.542.3901

Size: 39,500 SF

Completed: May 2020

Construction Cost: \$8.5M

Services: Design thru CDs &
CA

Delivery method: CM/GC



SCOTT CARPENTER AQUATIC PARK

BOULDER, COLORADO

The mission of this project was to renovate the entire park and create an accessible environment for all generations. Amenities such as universal changing rooms and adult changing tables help patrons of all abilities and ages enjoy the facility that includes a 50-meter pool, leisure pool, lazy river, splash pad, diving board and platform, climbing wall, repurposed bathhouse, and a new double tower slide.

Site improvements called for relocating the adjacent baseball nets and poles to provide a safer environment. Ample bicycle parking and enlarged paths on all sides of the property encouraging multi-modal transportation, an important goal for the City of Boulder. The design theme focused on space exploration as an homage the Park's namesake, astronaut Scott Carpenter.

City of Boulder
Doug Godfrey, 303.413.7229

Size: 7,500 SF bathhouse, 2,000 SF pool
equipment building, 50 meter pool,
18 acre site

Completed: August 2020

Construction cost: \$14.8M

Services: Design thru CA & FFE

Delivery Method: Design - Bid

Section 8, Item e.





EAGLE POINTE RECREATION CENTER

COMMERCE CITY, COLORADO

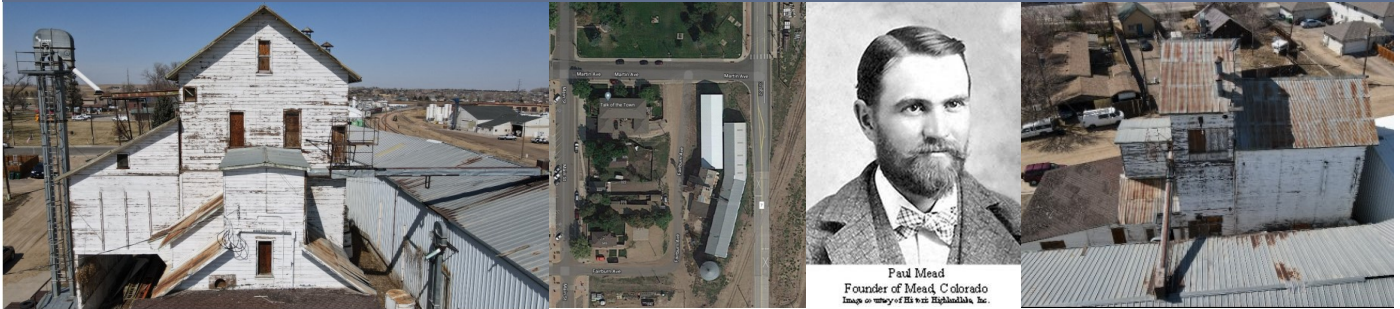
The addition and renovation to the Eagle Point Recreation Center, built in 1986, increases the programming offerings and provides a safer environment for patrons. Changes to the exterior of the building includes a drop-off zone and a new building envelope that delivers a cohesive, modern appearance. New spaces include an expanded group exercise room, a dance studio, a yoga/cycling studio, a small group training area, and public meeting rooms.

A therapy pool was added to the existing natatorium, and the interior of the building modernizing with new finishes and lighting. A state-of-the-art 'cardio movie theater' pays homage to one of the last drive-in movie theaters in Colorado, The 88 Drive-In. Xcel Energy Design Assist issued a rebate for energy-efficient spaces. This project required a rigorous design and construction schedule.



City of Commerce City
Chad Redin, 303.289.3663
Size: 70,000 SF remodel, 9,000 SF addition
Completed: January 2019
Construction Cost: \$13.7M
Services: Design through CA and FF&E
Delivery Method: CM/GC

PROJECT APPROACH | 4



Mead Community Center

The Mead Community Center will revitalize the historic site and honor the legacy of the Bean Plant. There are many ideas we look forward to sharing with you about creating a space that preserves the cherished elements and serves patron needs. Essenza Architecture, along with our consultant team, have over 20 years of experience designing recreational facilities and community centers that exceed expectations. Norris Design will play an integral role in maintaining historical aesthetic and preserving the site's history through salvaged items and thoughtful landscape design and placemaking.

Communication is key to a successful client relationship, team dynamic, and ultimately a resulting superior project. We distinguish ourselves by carefully listening, taking the time to communicate our ideas, and working collaboratively. Throughout the process we prioritize communications with both the Town of Mead and the consultant team to minimize conflicts and ensure product accuracy. Our communication and quality control methodology is constant throughout the project.

PROJECT GOALS

- Preserve historical aesthetic through building outline, facade design, and other means
- Design a community center includes gymnasium, outdoor water feature play area, multi-purpose space, kitchen, equipment storage, and second story office space
- Reuse salvaged items to preserve the Town of Mead's history
- Ideally no phased construction
- Pave alley and parking lot at 242 Main Street
- Maintain budget

SCHEDULE AND COST CONTROL

We confirm the project schedule in the RFP is attainable. A detailed schedule, with deliverables clearly defined, will be provided at the start of the project and reviewed and refined with the Town team throughout the project. Specific Town and Design Team meetings and milestones with the designers, engineers and Town are set. It is important to define the date for site plan submittals. The review process with the planning department can be extensive and must be tracked right away. We foresee biweekly meetings that are both in person and remote. Subconsultants will attend on an as-needed basis.

Constant tracking of pricing is necessary in today's economy. We have included a cost estimator on our team who would provide pricing at critical design phases. At the start of the project we will discuss the budget in detail to determine specific goals for hard and soft costs. As materials and labor pricing can fluctuate over a period of time we will work with the team to provide value engineering adjustments throughout the entire process. Working with the cost estimator we keep the budget in line while maintaining the overall vision and program of the facility. Essenza Architecture's principal, project manager, designers, and engineers take the budget seriously and understand the importance of meeting the Town's financial expectations.

To accomplish the Project Goal objectives, we foresee multiple **Design Charrette Workshops** in which we would work together, through the many ideas and options, to achieve the optimum solution. Essenza would then review the conceptual design and recommend changes, which incorporate the initial thoughts and will serve as the basis for discussion in the first charrette. We believe this primary session should provide an opportunity for all ideas to be considered. Our design team will provide the graphic tools to make each project come to life. The goal is to design facilities and amenities together and come away from this session with a solid direction for moving forward.

In a little more detail, our process would involve the following steps:

STEP ONE – Initial Evaluation and Recommendations

The purpose of the work in this phase is to study the conceptual design, existing site, surrounding connectivity, utilities, topography, and infrastructure to determine site constraints and opportunities. During this phase we will refine our research as it relates to local land use and building codes and regulations. We will also evaluate climate, orientation, and the natural and built environment close to the sites.

Programming

This phase determines the feasibility of the program summary including critical support spaces. Successful facilities provide a clear direction and ease of circulation for the users. After validating the program we will modify the existing conceptual design to create an optimal design solutions, that will show all major program items and their adjacencies. The existing program area summary will be reviewed and confirmed with the Town team to determine a clear path for moving the project forward.

Conceptual Design

After validating the program we will create optimal conceptual design solutions for the Town of Mead team. Visioning boards will be created to help develop the architectural character of site and new facility.

Programming and Conceptual Design Deliverables include:

- *Refined program with adjacency details and support spaces*
- *Visioning boards*
- *Concept site and floor plan options (2-3)*
- *Preliminary Planning, Zoning and Building Code Review*
- *Preliminary cost estimate (to follow this phase)*
- *Key personnel will include Principal Partners, Project Manager, Designers*

Board meetings removed from scope

These meetings will cover the programming verification and schedule. The final meeting will be held to review the final program and conceptual site/building design ideas. At the end of this phase we will provide conceptual imagery that can be used for Town Board of Trustee meetings and community charrette workshops.



Conceptual Design (continued)

Below are examples of conceptual design diagrams. The key to a successful design is well defined circulation. The diagrams below show the critical program elements in three different layouts with the circulation areas highlighted. Our goal is to design highly efficient circulation, so more square footage can be dedicated to the patrons and staff.



Conceptual Floor Plan—Circulation Exploration

STEP TWO - Schematic Design

This step will include further definition of the architectural scope from the selected concept in step one. At the end of this phase we will meet with the Planning and Development department for a pre-application meeting to see if there are any questions or concerns about the site and exterior design. At this stage we would also prepare documents for preliminary cost estimates.

Deliverables include:

- *Schematic Site Floor plans*
- *Exterior elevations and materials studies*
- *3D massing models*
- *Interior vision sketches and materials boards*
- *Pre-application meeting - planning department*
- *Cost consultant pricing coordination*
- *Key personnel will include Principal Partners, Project Manager, Designers*



Example Schematic Floor Plan

STEP THREE - Design Development

Following approval of the schematic design phase, cost estimating, and Town of Mead team review, we will further define the scope of the project and prepare design documents that are intended to be an effective communication of the design intent for the entire project. At the end of this phase we will work with the cost estimator to prepare progress pricing to confirm that the design is consistent with your construction budget goals.

Deliverables include:

- *Detailed plans, exterior elevations, and building sections*
- *3D Revit views of building exterior*
- *Site plan submittal documents - Landscape, civil, grading and drainage plans*
- *Structural, MEP plans, Interior design and materials boards (with real samples)*
- *Cost Estimate*
- *Key personnel will include Principal Partners, Project Manager, Designers, QC Review*

STEP FOUR - Construction Documents

Following your approval of the design development documents we will prepare the construction and permit documents. This will also include an owners product binder that will be compiled with photos and cut sheets for the ownerships comments and approval. By creating this workbook we can easily identify any specific facility needs for certain preferred manufactures and vendors. These items will then be described in the specifications for the general contractor’s use to get pricing, produce submittals, and for construction.

Construction Documents Deliverables include:

- 95% Construction Documents for Town of Mead and QA/QC team reviews
- 100% Construction Documents
- Owners Product binder
- Technical Specifications: Instructions to bidders, preliminary bid forms, installation instructions, product requirements, product warranties, and level of quality.
- FF&E preliminary plans
- Key personnel will include Principal Partners, Project Manager, Revit team, QC Review

SUSTAINABILITY

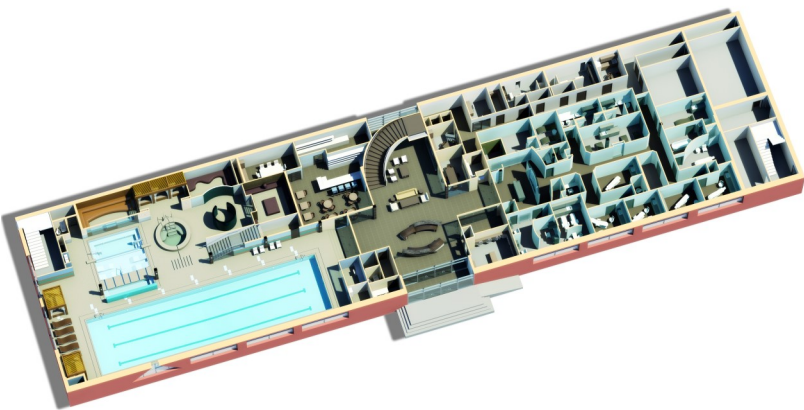
The design and engineering team will review and incorporate sustainable design elements for the project that work with the project budget.

COMMITMENT

We are here to guide you through this process and make it easier for you. If you have any questions about any of the steps listed above we would be happy to discuss them in more detail.

LONG TERM GOALS

With a focus on the Town of Mead’s core values of teamwork, innovation, and adaptability our team would be honored to partner with your team on the Mead Community Center project. As the Town continues to develop and adapt the character of Mead, we will work to incorporate your vision into the built environment. With a commitment to constant communication, schedule and budget tracking, detailed analysis, design concept studies, and productive owner and designer meetings, our team aims to reach and exceed the Town of Mead’s design goals.



Example 3D Plan View



Example Master Plan

WHAT WILL SET THE MEAD COMMUNITY CENTER APART?

With a site that holds over a century of community history, the Mead Community Center inherits the cherished story of the Bean Plant and the important role it played in so many lives. The Plant's influence on the area will be preserved in the aesthetic design, placemaking, and the use of salvaged items.

Visioning imagery seen below set the tone for the Center and while the adjacent context and provide new life in which to gather and recreate. These images reflect the following design elements:

- Shapes and forms inspired by the "Bean Plant", grain bin, wood-framed grain elevator, pinto bean
- Colors that combine the beauty of the mountains of Colorado and tie back to the site's rural roots
- Wood and metal accents salvaged from the existing building
- Splash pad that connects to Mead's historic ties to both farming and the railroad
- Showcasing historic photos within the new building
- Placemaking that incorporates the Bean Plant while providing inspired and lively spaces
- Thoughtful connectivity to nearby Town Hall and town park



TOWN OF MEAD COMMUNITY CENTER

TIMELINE SCHEDULE

*A detailed schedule will be provided at the commencement of the project

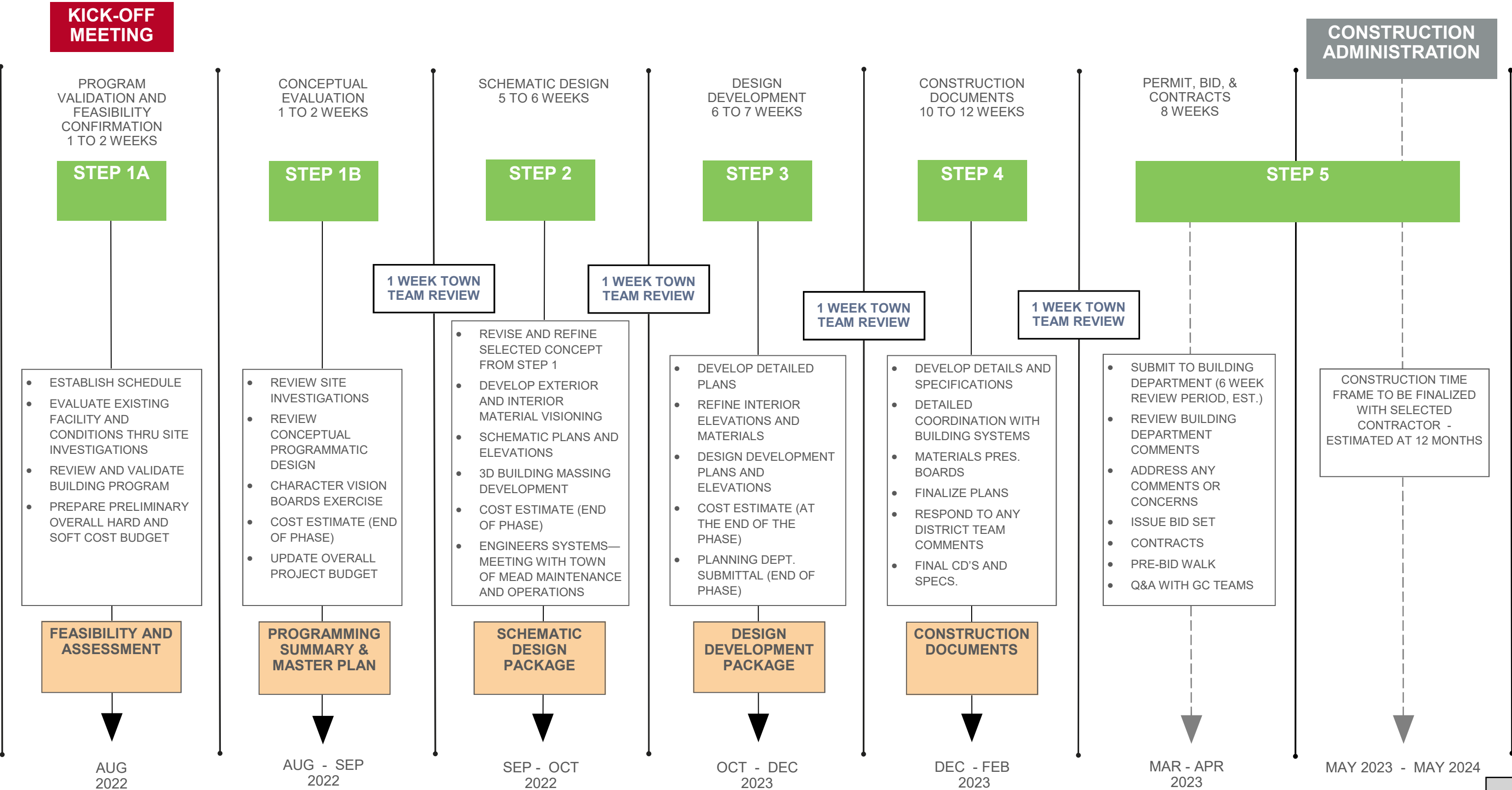


EXHIBIT B
COMPENSATION

(see attached)

**Mead Community Center
Fee Schedule (R1 9/1/22)**

Section 8, Item e.

	Design				Construction		
Professional Services Team Members	Step 1: Program Validation and Conceptual Design	Step 2: Schematic Design	Step 3: Design Development	Step 4: Construction Documents	Step 5: B/N & Construction Administration (not provided per RFP)	Reimbursable Expenses	TOTAL COST
Architect (Interiors & Specs)	\$6,950	\$23,000	\$39,900	\$64,800	\$0	\$6,500	\$141,150
Civil Engineer (Including SWMP & Drainage Reports)	N/A	\$6,280	\$8,920	\$19,060	\$0	\$200	\$34,460
Landscape Architect & Irrigation Design	N/A	\$6,500	\$8,800	\$15,500	\$0	\$1,200	\$32,000
Structural Eng.	N/A	\$5,925	\$7,900	\$15,800	\$0	\$250	\$29,875
Mechanical Engineer (Mech, Fire Sup., and Plumbing)	N/A	\$6,192	\$12,797	\$16,512	\$0	\$400	\$35,901
Electrical Engineer	N/A	\$4,800	\$16,100	\$14,100	\$0	\$350	\$35,350
Cost Estimator	N/A	\$5,800	\$10,400	N/A	N/A	N/A	\$16,200
Survey	\$11,700	N/A	N/A	N/A	N/A	\$150	\$11,850
Geotech	\$5,500	N/A	N/A	N/A	N/A	\$150	\$5,650
Total A & E Team	\$24,150	\$58,497	\$104,817	\$145,772	\$0	\$9,200	\$342,436

Fee Schedule notes:

- Fees listed above are broken out by discipline and phase and are based on the scope of work listed in RFP and recommended steps.
- Fees listed above are based on a **\$4.3m** construction cost and a maximum building size of **16,000 SF** and splash pad of **1,000 SF**. Increases to construction budget or building size will be subject to additional fees.
- Technology fee is provided as an optional alternate if the town's team would like additional support. This would include, low voltage, PA system, AV/IT, and Security Cameras.
- Commissioning fees are provided as an alternate and are not included at this time. These services can be added on an as needed basis.
- Cost Estimator fee is provided above in the base fee for detailed budget tracking.
- Fees include exploration of potential incorporation of LEED sustainable design methods but do not include services for LEED Certification, LEED Commissioning, or energy modeling. These services are listed as alternates above and are not included at this time. These can be added on an as needed basis.
- Fees listed above include 2 public engagement/town board of trustees meeting through the design phase.
- Fees listed above do not include early design packages for fast track construction. These services can be added on an as needed basis.
- Fees listed above include a design, bid, build delivery method. Alternative bid method packages, such as CMGC, Design-Build, or other typically adds additional scope of work for the design team and additional services can be added on an as needed basis.
- Geotech fees include four borings to depths of 25 to 35 feet in the building area and size borings to depths of 5 to 10 feet in pavement areas. Additional fees may apply for alternate borings.
- R1 - All alternates have been removed from the fee list above. They can be added back upon the request from the owner.
- R1 - Fees above have been reduced based on the removal of two town board meeting each at 5 hrs for a total of 10 hrs at \$190 = \$1,900.

HOURLY RATES

ESSENZA ARCHITECTURE Principal Architect \$220/hr. Project Manager \$160/hr. Project Architect \$140/hr. Project Designer \$100 - \$125/hr. Interior Designer \$110/hr. Draftsperson \$90/hr. Administrative \$65/hr.		MPD ENGINEERING Principal \$165/hr. Project Manager \$140/hr. Project Engineer \$105/hr. CAD Drafter \$75/hr. Administrative \$60/hr.		JOHAN KEMP ESTIMATING Principal \$135/hr. Sr. Project Estimator \$125/hr. Project Estimator \$110/hr. Administrative \$55/hr.	
NORRIS DESIGN Principal \$190/hr. Senior Staff \$120/hr. Staff \$90/hr. Administrative \$65/hr.		MARTIN/MARTIN Principal \$235/hr. Sr. Project Engineer \$185/hr. Project Engineer \$155/hr. Designer \$135/hr. Administrative \$80/hr.		Typical Reimbursables Travel/Mileage: IRS Rates Printing Rates: 8.5x11 color = \$1/ea 11x17 color = \$1.5/ea 8.5x11 b/w = 10 cents/ea 11x17 b/w = 15 cents/ea Plotting Rate: Large format plot = \$5/ea Mailing/Shipping: Rates vary by method	
THE BALLARD GROUP Principal \$190/hr. Sr. Project Engineer \$140/hr. Project Engineer I \$110/hr. Draftsperson \$85/hr. Administrative \$80/hr.		AE DESIGN Principal \$225/hr. Project Manager \$190/hr. Project Engineer \$175/hr. Project Designer \$140/hr. Administrative \$105/hr.			



Agenda Item Summary

MEETING DATE: September 12, 2022

SUBJECT: **Ordinance No. 1008** – An Ordinance of the Town of Mead, Colorado, Amending the Mead Municipal Code to Add Section 16-1-160 Regarding Reasonable Accommodation for Persons with Disabilities

PRESENTED BY: Christiana McCormick, Deputy Town Attorney

SUMMARY

This Ordinance is before the Board of Trustees at the recommendation of the Community Development staff to provide an administrative review process for reasonable accommodations requests for certain protected individuals. The Federal Fair Housing Act, 42 U.S.C. §3601, et seq., requires that local governments be prepared to make "reasonable accommodations" in order to permit housing for certain protected individuals to be located in residential areas. Currently a property owner seeking a variance request would normally be heard by the Mead Board of Adjustment ("BOA"). This Ordinance provides an administrative process for reasonable accommodations requests for certain protected individuals pursuant to the Federal Fair Housing Act. The Ordinance creates the following streamlined process:

- **Submittal of application for reasonable accommodations.** All applications for reasonable accommodation shall include an explanation with applicable portions of the Federal Fair Housing Act and other information required by the Ordinance.
- **Town Manager decision.** The Town Manager or designee, in consultation with the Community Development Director, may approve reasonable accommodation applications for minor modifications to the following Municipal Code standards: building setbacks and height, spacing of group homes, building coverage, occupancy limits, or other interior or exterior structural changes to an existing building to be occupied by a person or persons with disabilities. The Town Manager's decision shall be accompanied by written findings of fact, the need for reasonable accommodation, and authority for approval.

While not mandatory, at the discretion of the Board of Trustees, this Ordinance *may be* referred to the Planning Commission for formal review and consideration.

FINANCIAL CONSIDERATIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion:

“I move to adopt Ordinance No. 1008, An Ordinance of the Town of Mead, Colorado, Amending the Mead Municipal Code to Add Section 16-1-160 Regarding Reasonable Accommodation for Persons with Disabilities.”

ATTACHMENTS

Ordinance No. 1008

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1008**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING
THE MEAD MUNICIPAL CODE TO ADD SECTION 16-1-160 REGARDING
REASONABLE ACCOMMODATIONS FOR PERSONS WITH
DISABILITIES**

WHEREAS, the Board of Trustees of the Town of Mead (“Board of Trustees”) has the authority pursuant to C.R.S. § 31-15-401 and its general police powers to pass and enforce regulations which may be necessary or expedient for the promotion of the health, safety, and welfare of the citizens of the Town of Mead (“Town”); and

WHEREAS, the Federal Fair Housing Act, 42 U.S.C. §3601, et seq., (“Federal Fair Housing Act”) requires that local governments be prepared to make “reasonable accommodations” in order to permit housing for certain protected individuals to be located in residential areas; and

WHEREAS, the Board of Trustees recognizes that a request for reasonable accommodations for certain protected individuals should be processed administratively in lieu of requiring the property owner to make such request through the variance process; and

WHEREAS, the Community Development staff is recommending certain amendments to Article I of Chapter 16, to provide an administrative review process for reasonable accommodations requests for certain protected individuals pursuant to the Federal Fair Housing Act (“Amendments”); and

WHEREAS, the Board of Trustees desires to adopt the Amendments as further set forth herein and finds that the Amendments are in the best interest of the health, safety, and welfare of the public.

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

Section 1. Chapter 16 of the Town of Mead Municipal Code is hereby amended to include a new Section 16-1-160 titled “Reasonable Accommodations for Persons with Disabilities” as follows, with portions be added in bold and underlined.

Sec. 16-1-160. – Reasonable Accommodations for Persons with Disabilities.

(a) Generally. The Federal Fair Housing Act, 42 U.S.C. §3601, et seq., requires that local governments be prepared to make “reasonable accommodations” in order to permit housing for certain protected individuals to be located in residential areas. This section sets out the process for approval of a “reasonable accommodation.”

(b) Authorization. In order to provide reasonable accommodations without the need for an additional approval process, the Town Manager or designee, in consultation with the Community Development Director, is authorized to approve minor modifications of:

1. Building setbacks;

2. Building height;
3. Spacing of group homes;
4. Building coverage;
5. Occupancy limits; or
6. Other structural change made to an existing building occupied or to be occupied by a person with a disability, including minor interior or exterior modifications.

(c) Resolution of Accommodation. The Town Manager or designee may approve a type of or degree of reasonable accommodation that is different from that requested by the applicant if the Town Manager finds that a different form or degree of accommodation would satisfy the requirements of the Federal Fair Housing Act with fewer impacts on the neighborhood in which the parcel proposed for development is located.

(d) Application. An application for reasonable accommodations shall include the name and address of the applicant, the address of the parcel proposed for development, the type of housing being provided, and an explanation of the request, including the portions of the Federal Fair Housing Act that require reasonable accommodations to be made.

(e) Decision. The decision of the Town Manager shall be accompanied by written findings of fact as to the applicability of the Federal Fair Housing Act, the need for reasonable accommodations, and the authority for any reasonable accommodations approved.

Section 2. Effective Date. This Ordinance shall be published and become effective as provided by law.

Section 3. Remaining provisions. Except as specifically amended hereby, all other provisions of the Mead Municipal Code shall continue in full force and effect.

Section 4. Codification Amendments. The codifier of Mead's Municipal Code is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this ordinance within the Mead Municipal Code.

Section 5. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 6. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 7. Certification. The Town Clerk shall certify to the passage of this Ordinance and

make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 12th DAY OF SEPTEMBER 2022.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

MEETING DATE: September 12, 2022

SUBJECT: **Resolution No. 71-R-2022** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Glacier Construction Co., Inc. for Headworks Mechanical Bar Screen Replacement and Ventilation Improvements for the Wastewater Treatment Facility

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

SUMMARY

The Town of Mead released an invitation to bid on August 18, 2022, for the Headworks Mechanical Bar Screen replacement and ventilation improvements at the Town’s Wastewater Treatment Plant.

Seven bids were received ranging from \$285,700 to \$590,000.00. The low bid was from Glacier Construction Company for a total lump sum of \$285,700. The Town’s on-call engineering firm, JVA, has worked with Glacier on past projects and has experience with their construction performance and personnel. Glacier also constructed the Mead WWTP that was completed in 2009. JVA has had good experience with Glacier on other wastewater and water treatment projects and is currently working with Glacier on two other projects.

JVA has reviewed Glacier Construction Company’s bid and checked references. Glacier is qualified to perform the work and therefore Staff is recommending award to Glacier Construction Company to complete the work for \$285,700.

FINANCIAL CONSIDERATIONS

The approved 2022 budget identified \$400,000 for this project through the Sewer Operating Fund for Capital Outlay (06-47-5557). This request is for an amount not to exceed \$285,700.00

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion:

“I move to adopt Resolution 71-R-2022, A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Glacier Construction Co., Inc. for Headworks Mechanical Bar Screen Replacement and Ventilation Improvements for the Wastewater Treatment Facility for an amount not to exceed \$285,700.00.”

ATTACHMENTS

Resolution No. 71-R-2022
JVA Recommendation for Award
Construction Agreement

TOWN OF MEAD, COLORADO
RESOLUTION NO. 71-R-2022

A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AWARDING THE BID AND
APPROVING A CONSTRUCTION AGREEMENT BETWEEN THE TOWN AND GLACIER
CONSTRUCTION CO., INC. FOR HEADWORKS MECHANICAL BAR SCREEN REPLACEMENT
AND VENTILATION IMPROVEMENTS FOR THE WASTEWATER TREATMENT FACILITY

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

WHEREAS, the Town requires the replacement of the headworks mechanical bar screen and requires ventilation improvements for its wastewater treatment facility (“Project”); and

WHEREAS, the Town issued an Invitation to Bid (“IFB”) for the Project on or about August 18, 2022 and received seven responsive bids by the deadline set forth in the IFB; and

WHEREAS, following review of the bids, Town staff recommends awarding a construction agreement for the Project to Glacier Construction Co., Inc. (“Contractor”), which is the apparent low bidder; and

WHEREAS, the Board of Trustees desires to approve a construction agreement with Contractor for the Project in an amount not to exceed Two Hundred Eighty-Five Thousand Seven Hundred Dollars and No Cents (\$285,700.00) in substantially the form attached to this Resolution as **Exhibit 1** (the “Agreement”); and

WHEREAS, the Board of Trustees further desires to delegate authority to the Mayor to execute the Agreement on behalf of the Town of Mead 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 Board of Trustees hereby: (a) approves the Agreement in substantially the same form as is attached hereto as **Exhibit 1** and incorporated herein; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the Agreement as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Mayor to execute the Agreement when in final form.

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 12th DAY OF SEPTEMBER, 2022.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Attachments to Resolution:

Exhibit 1 – Construction Agreement

TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
Headworks Mechanical Bar Screen Replacement and Ventilation Improvements
(Project No. 2022-008)

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 Glacier Construction Co., Inc., a Colorado corporation whose address is 9801 E. Easter Avenue, Centennial, Colorado 80112 (the “**Contractor**”).

RECITALS

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for the 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 5% 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:
 - ☒ Special Provisions, if applicable
 - ☒ Design Documents, including all Drawings and Plans
 - ☒ Specifications
 - ☒ Addendums to Specifications and Standards, if applicable
 - ☒ The following manual of construction design standards and specifications:
Town of Mead Design Standards and Construction Specifications, dated April 15, 2021
 - ☒ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
 - ☐ Others: _____

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 September 12, 2023, 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 ten (10) 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 one hundred twenty (120) 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 **\$900.00 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 **TWO HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS (\$285,700.00)** 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 30th 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 coverage listed below:

- 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 than 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).

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.

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: erasmussen@townofmead.org

With a copy to: Michow Cox & McAskin, LLP
Attn: Mead Town Attorney
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111
Email: christiana@mcm-legal.com

Contractor: Glacier Construction Co., Inc.
9801 East Easter Avenue
Centennial, CO 80112
Email: rw@gcci.com

With a copy to:

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 PAGE FOLLOWS

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

TOWN OF MEAD:

☒ Board of Trustees (for contracts exceeding \$25,000 pursuant to Sec. 4-2-20 of the Mead Municipal Code)

ATTEST:

By: _____
Mary Strutt, Town Clerk, MMC

By: _____
Colleen G. Whitlow, Mayor

OR

☐ Town Manager (for contracts \$25,000 or less pursuant to Sec. 4-2-20 of the Mead Municipal Code)

By: _____
Helen Migchelbrink, Town Manager

Date of Execution: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date of Execution: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Construction Agreement was acknowledged before me this ____ day of _____, 2022,
by _____ (printed name) as
_____ (title) of Glacier Construction Co., Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____.

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

EXHIBIT A
CONTRACTOR'S FORM OF BID

[See attached document]

SECTION 00310

BID FORM

- 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:

Addendum No.	Bidders Signature	Date Acknowledged
Addendum 01		08/08/2022
Addendum 02		08/15/2022

- 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.
- D. 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, 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.
- E. 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.

- F. 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.
- G. 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 any thing 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 lump sum price:

Base Bid Proposal:

All necessary labor, supervision, equipment, tools, and materials for the replacement of the existing mechanical bar screen and ventilation system. Work includes, but is not limited to, demolition and installation of the mechanical bar screen and ventilation system, electrical and control wiring, motor control centers, electrical conduit, programmable logic controllers, control system integration, and all associate site work relating to the WWTP project.

BIDDER to provide quoted price from each specified manufacturer for the mechanical fine screen. The lowest quoted mechanical fine screen price shall be included in the Base Bid.

Parkson Hycor Helisieve Spiral Screen HLS400M35 - \$ 79,950.00
(IN WORDS) Seventy Nine-Thousand Nine-Hundred Fifty Dollars and no/100 ; or

Enviro-Care SPECO - \$ 76,000.00
(IN WORDS) Seventy Six-Thousand Dollars and no/100 ; or

Lakeside Raptor - \$ 89,057.00
(IN WORDS) Eighty Nine-Thousand Fifty Seven Dollars and no/100 .

BASE BID TOTAL \$ 285,700.00

(IN WORDS) Two-Hundred Eighty Five-Thousand Seven-Hundred Dollars & no/100

BIDDER acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed twenty-five percent (25%) of the total Contract Amount.

The undersigned Bidder agrees to furnish any and all required Bonds in the form required by the District and to enter into a contract within the time specified in the Instructions to Bidders and further agrees to complete all Work covered by the Bid, in accordance with specified requirements, within the time specified in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages.

In submitting this Bid it is understood that the right is reserved by Owner to reject any and all bids, and it is understood that this Bid may not be withdrawn during a period of 60 days after the scheduled time for the receipt of bids.

1.06 Construction Schedule:

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

1.07 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the State of Colorado;

1.08 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. Safety Record

- 1. Provide the firms OSHA reportable accident rate and current workman's compensation insurance multiplier for the last three (3) years. Address and describe the company's safety program and any additional information that would highlight the General Contractor's approach to creating and maintaining a safe project site.

E. Financial Statement

- 1. Provide a recent financial statement, including balance sheet and income statement showing:
 - a. Current assets and other assets
 - b. Current liabilities and other liabilities
 - c. Fixed assets and equipment

F. 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: August 18, 2022

If an Individual: N/A

Doing business as N/A

If a Partnership: N/A

By N/A, partner

If a Corporation: Glacier Construction Co., Inc. (a Colorado Corporation)

By Randall L Wambsganss, President

(SEAL & TITLE: Rebecca Jackson, Vice President ATTEST)

ADDRESS: 9801 East Easter Avenue, Centennial, Colorado 80112



TELEPHONE: 303-221-5383

E-MAIL: rw@gcci.com

END OF SECTION

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Glacier Construction Co., Inc.
9801 East Easter Avenue
Centennial, CO 80112

SURETY (Name and Address of Principal Place of Business):

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001

OWNER (Name and Address):

Town of Mead, Colorado
441 Third Street
Mead, CO 80542

BID

Bid Due

Date: August 18, 2022

Description: Mead WWTF Headworks Mechanical Bar Screen Replacement and Ventilation Improvements,

BOND Mead, Colorado

Bond

Number: Bid Bond

Date: August 18, 2022

Penal sum Ten Percent of Total Amount Bid \$ (---10%---
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Glacier Construction Co., Inc.

Bidder's Name and Corporate Seal

By:

Signature

Randall L. Wambsganss

Print Name

President

Title

Attest: By:

Signature

Rebecca Jackson, Vice President

Title

SURETY

Hartford Fire Insurance Company

Surety's Name and Corporate Seal

By:

Signature

Amy Coonts

Print Name

Attorney-in-Fact

Title

Witness:

Attest:

By:

Signature

Kelly Martinez, Surety Witness

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Bid Security is required, in the amount of 10% of the total Bid in the form of this Bid Bond
3. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
4. This obligation shall be null and void if:
 - 4.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 4.2 All Bids are rejected by Owner, or
 - 4.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
5. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
6. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
7. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
8. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
9. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
10. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
11. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
12. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: IMA INC
Agency Code: 34-340140

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Jennifer L. Clampert, Amy Coonts, David Dondlinger, Sarah Finn, Michael Lischer Jr.,
Nicole L. McCollam, Lindsey Minutillo, Kristen Moore, Brandi J. Tetley, Danielle
Waring of DENVER, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 18, 2022.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



Business Insurance
Employee Benefits
Auto
Home

SURETY BOND DIGITAL SEAL

The Hartford Financial Services Group, Inc.

To Our Valued Partners:

In efforts of continuing business during the pendency of the COVID-19 pandemic, The Hartford has authorized its Attorneys-in-Fact to affix the electronic corporate seal in a digital format, in lieu of its traditional raised seal to any bond document issued on its behalf by any such Attorney-in-Fact.

The Hartford agrees and affirms that the digital corporate seal affixed to any bond document is equivalent to its raised corporate seal had it been affixed to the bond document itself.

Effective this 30th day of March, 2020.

The Hartford

Shelby Wiggins, Assistant Secretary

The Hartford Financial Services Group, Inc.
P.O. Box 958461
Lake Mary, FL 32795

P: 888-656-0817

F: 877-257-2166

www.thehartford.com/bond

www.thehartford.com

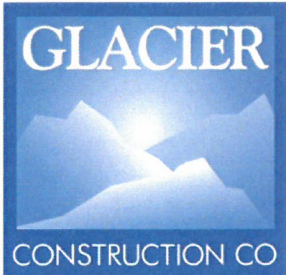
www.facebook.com/thehartford

www.twitter.com/thehartford

GLACIER CONSTRUCTION CO., INC. MAJOR SUB & SUPPLIERS

SUBCONTRACTOR	SCOPE
Kuck Mechanical	HVAC
Sun Valley Electric	Electrical

SUPPLIER	SCOPE
SPECO formerly Enviro-Care (Coombs Hopkins)	Section 11272 Bar Screen



9801 East Easter Avenue • Centennial, Colorado 80112
Phone (303) 221-5383 • Fax (303) 221-5385 • rw@gcci.com

Glacier Construction Co., Inc. hereby authorizes Randall L. Wambsganss to sign any and all corporate documents on behalf of Glacier Construction Co., Inc.

Dated this 18th day of August, 2022

BY: Randall L. Wambsganss

(SEAL)

TITLE: President

ATTEST: 

TITLE: Rebecca Jackson, Vice President



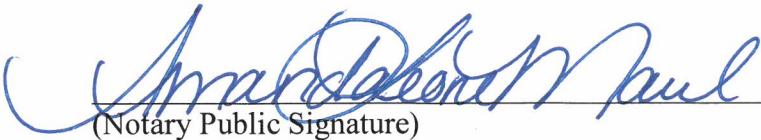
ADDRESS: 9801 East Easter Avenue
Centennial, Colorado 80112

STATE OF INCORPORATION: Colorado

(State of Colorado)

(County of Arapahoe)

The foregoing release was subscribed and sworn to before me this 18th day of August, 2022, by Randall L. Wambsganss, as President of Glacier Construction Co., Inc.


(Notary Public Signature)

My Commission Expires: 02-23-2026

AMANDA LEONE MAUL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104005317
MY COMMISSION EXPIRES FEBRUARY 23, 2026



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,

GLACIER CONSTRUCTION CO., INC.

is a

Corporation

formed or registered on 07/25/1997 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 19971117982 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/12/2022 that have been posted, and by documents delivered to this office electronically through 08/15/2022 @ 12:28:09 .

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 08/15/2022 @ 12:28:09 in accordance with applicable law. This certificate is assigned Confirmation Number 14236742 .



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 Web site 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 Web site, <http://www.sos.state.co.us/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 Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Project Name	Bid Amount	Final Contract Amount	Notice of Award	Notice to Proceed	Actual Completion Date	Brief Project Description	Owner	Engineer
Tower Hill PS Improvement	\$258,800.00	\$266,660.00	11/6/2019	11/25/2019	5/20/2020	All necessary labor, supervision, equipment, tools, and materials for improvements to the existing Tower Hill Pump Station (THPS), including, but not limited to: the demolition of existing equipment, piping, valves, and appurtenances; and the installation of a duplex pump system, hydropneumatic tank, and associated piping, valves, and appurtenances. Work at the THPS will also include upgrades to the instrumentation and controls and communication to the Mission System.	Mount Vernon Country Club 24933 Club House Cir Golden, CO 80401 Tom Weimer (303) 526-0616 rthomasweimer@aol.com	JVA, Inc. 817 Colorado Ave, Suite 301 Glenwood Springs, CO 81601; Lilian Tolve (303)565-4915 ltolve@vjajva.com
Wes Brown Water Treatment Plant Membrane Train 8 Modifications and Maintenance Project	\$1,129,300.00	\$1,331,031.00	6/14/2020	7/7/2020	5/1/2021	This Work includes two packages. One package (19-312) involves modifying membrane train 8 at the Wes Brown Water Treatment Plant. Train 8 will be converted from a secondary recovery train to a forward flow operating train to match trains 1 - 7. The Work will involve installation of a new pump and variable frequency drive and replacement of piping and instrumentation so that water and air supply for train 8 match the other seven membrane trains in the facility. The second package (18-309C) involves work on the membrane clean in place (CIP) neutralization system. Existing neutralization chemical lines will be provided with additional connections and analyzers to aid in control of neutralization of membrane cleans. A new connection will be made between the existing recirculation line and the two existing Reject Equalization tanks.	City of Thornton 9500 Civic Center Drive, Thornton, CO 80229 Stacy Roberts (720) 977-6252 stacy.roberts@thorntonco.gov	Carollo Engineers 10822 West Toller Drive, Suite 200 Littleton, Colorado 80127 Will Sarchet (303)980-8260 WSarchet@carollo.com Burns & McDonnell 9785 Maroon Cir, Suite 400 Centennial, CO 80112 Emily Huth (303) 721-9292 ejhuth@burnsmcd.com
Parker WSD Rueter-Hess Water Purif & Sodium Hypo Exp	\$2,096,000.00	\$2,044,204.00	12/11/2020	12/18/2020	10/4/2021	The Work for the Sodium Hypochlorite Expansion Project will include all necessary labor, supervision, permitting, equipment, tools and materials for the installation of a new sodium hypochlorite storage tank. Work includes, but is not limited to, installation of new drain piping, overflow piping, fill piping, connections to metering pump header, valves and appurtenances, as well as all instrumentation connections. The Work for the Residuals Pond Expansion Project will include all necessary labor, supervision, permitting, equipment, tools and materials for the construction of two (2) water purification facility residual ponds. Work includes, but is not limited to, installation of new drain piping, overflow piping, decant slide gate structures, clay liners for ponds, flow meter, decant pump, valves and appurtenances, integration with the existing ponds and plant SCADA, as well as earthwork, erosion control, pond earthwork, and completion of all associated site work relating to the project.	Parker Water and Sanitation District 18100 East Woodman Drive Parker, Colorado 80134 Emilie Abbott (720) 842-4272 eabbott@pwsd.org	JVA, Inc. 1319 Spruce Street Boulder, Colorado 80302 Robert Anderson (303) 565-4916 randerson@vjajva.com



www.jvajva.com

☐ **Boulder**

1319 Spruce Street
Boulder, CO 80302
303.444.1951

☒ **Fort Collins**

25 Old Town Square
Suite 200
Fort Collins, CO 80524
970.225.9099

☐ **Winter Park**

PO Box 1860
47 Cooper Creek Way
Suite 328
Winter Park, CO 80482
970.722.7677

☐ **Glenwood Springs**

214 8th Street
Suite 210
Glenwood Springs, CO
81601
970.404.3100

☐ **Denver**

1512
Suite 710
Denver, CO 80202
303.444.1951

Section 8, Item g.

MEMO

TO:	Erika Rasmussen, P.E.	DATE:	August 26, 2022
	Public Works Director	JOB NO:	1015.10e
FIRM:	Town of Mead	PROJECT:	Mead WWTF Headworks Improvements
	441 3 rd Street	SUBJECT:	Recommendation for
	Mead, CO 80542		Contractor Notice of Award

On August 18, 2022, the Town of Mead opened public bids for the Mead Wastewater Treatment Facility (WWTF) Headworks Improvements. Seven bids were received; Glacier Construction Company, Inc (Glacier), Velocity Constructors Inc (Velocity), Stanek Constructors Inc (Stanek), GSE Construction Company Inc (GSE), Blackeagle Energy Services (Blackeagle), RN Civil Construction Inc (RN Civil), and Archer Western Construction (Archer Western). Shown in Table 1 is a summary of the bid comparison of the seven bidders.

TABLE 1: BID COMPARISON

Bidder	Acknowledgment Of Addendum No. 1	Acknowledgment Of Addendum No. 2	Submitted 10 Percent Bid Bond	Submitted Project References and Qualifications*	Lump Sum Fee
Glacier	Yes	Yes	Yes	Yes	\$285,700
Velocity	Yes	Yes	Yes	N/A	\$310,455
Stanek	Yes	Yes	Yes	N/A	\$337,300
GSE	Yes	Yes	Yes	N/A	\$350,300
Blackeagle	Yes	Yes	Yes	N/A	\$380,415
RN Civil	Yes	Yes	Yes	N/A	\$423,743
Archer Western	Yes	Yes	Yes	N/A	\$590,000

All bidders met the bidding requirements for submitting a public bid. The low bid was from Glacier for a total lump sum of \$285,700. JVA has worked with Glacier on past projects and has experience with their construction performance and personnel. Glacier also constructed the Mead WWTP that was completed in 2009. Overall, JVA has had a good experience with Glacier wastewater and water treatment projects and currently working with Glacier on two other projects. For reference, attached is the detailed bid tabulation for your review.

Based on JVA's review of Glacier's bid and follow up check with references we feel that Glacier is qualified to perform the work and therefore recommend the Notice of Award to Glacier to construct the Mead WWTF Headworks Improvements. As always, feel free to contact me with any questions or comments at 970.222.8060 or jmcgee@vajva.com.



RECOMMENDATION FOR CONTRACTOR NOTICE

Mead WWTF Headworks

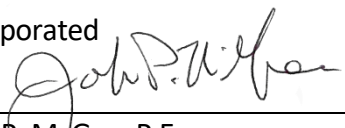
Section 8, Item g.

August 26, 2022

Page 2 of 2

Sincerely,

JVA, Incorporated

By: 

John P. McGee, P.E.
Principal

Attachment: Detailed Bid Tabulation
Notice of Award



**Town of Mead
WWTF Headworks Improvements
Bid Tabulation**

JVA Job No. 1015.10e
Attended By: GAF
Date: 08/22/2022

Ranking	Company Name	Statement of Qualifications (Applicable)	Bid Form		Bid Security (10%)		Receipt of Addenda		List of Subcontractors			List of Suppliers				Evidence of Authority to do Business in Colorado		TOTAL PROJECT COST
			yes	No	Yes	No	#1	#2	Yes		No	Yes (Highlight indicates selected bid)			No	yes	no	
									Mechanical	Electrical		Screen Supplier (Cost)						
												Parkson	Enviro-Care	Lakeside				
1	Glacier Construction Company, Inc.	PS Improvements (JVA / Mount Vernon - 5/2020), WTP Membrane Modification (Carollo / Thorton - 5/2021), New Sodium Hypo Tank/Ponds (JVA / Parker WSD - 10/2021)	x		x		x	x	Kuck Mechanical	Sun Valley Electric		\$ 79,950.00	\$ 76,000.00	\$ 89,057.00		x		\$285,700.00
2	Velocity Constructors, Inc.	New Clarifier (Roaring Fork Engineering / Basalt San District - ongoing), New headworks (HDR / Gillette - ongoing), New evaporative lagoon WWTF (JVA / Fleming - 5/2020), Upgrade WWTP headworks (TST Infrastructure LLC / Perry Park Water and San - 4/2019), New bar screen replacement (The Engineering Company / Laramie - 10/2016)	x		x		x	x	Kuck Mechanical	Sun Valley Electric		\$ 90,900.00	\$ 92,112.00	\$ 107,937.00		x		\$310,455.00
3	Stanek Constructors, Inc.	non pot water reuse system - Pueblo, HSPS project - Evergreen, vault modifications - Denver	x		x		x	x	Kuck Mechanical	Sun Valley Electric		\$ 75,000.00	\$ 76,000.00	\$ 89,057.00		x		\$337,300.00
4	GSE Construction Company	new bypass LS - aurora, new PS - Peyton, clarifier rehab - Boulder	x		x		x	x	Kuck Mechanical	South Paw Electric Corp.		\$ 79,950.00	\$ 113,319.00	\$ 89,057.00		x		\$350,900.00
5	Blackeagle Energy Services	mostly all pipeline projects with some pump station and demo projects		x	x				Horizon Mechanical Solutions	Grasmick Electric Corp, Weifield Group, Herbert Electrical and Controls		\$ 79,950.00	\$ 76,000.00	\$ 89,057.00		x		\$380,414.55
6	RN Civil Construction	Headworks and Influent PS (Sterling - 11/2022), Headworks (Superior, 3/2022), Mead Grit and Aeration (Mead, 9/2021), New Screen (Aspen, 2/2020)	x		x		x	x	Horizon Mechanical Solutions	Herbert E&I		\$ 80,000.00	-	\$ 90,000.00		x		\$423,743.00
7	Archer Western Construction	-	x			x	x	x	Horizon Mechanical Solutions	Weifield Group		\$ 117,269.00	\$ 113,319.00	\$ 126,376.00			x	\$590,000.00
8																		
9																		
10																		
11																		
12																		

Notice of Award

Section 8, Item g.

Date: August 26, 2022

Project: Mead WWTF Headworks Mechanical Bar Screen Replacement and Ventilation Improvements

Owner: Town of Mead

Owner's Contract No.:

Contract:

Engineer's Project No.: 1015.10e

Bidder: Glacier Construction Company Inc

Bidder's Address: 9801 East Easter Avenue, Centennial, CO 80112

You are notified that your Bid dated August 18, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Mead WWTF Headworks Mechanical Bar Screen Replacement and Ventilation at the Town of Mead's Wastewater Treatment Facility]. All necessary labor, supervision, equipment, tools, and materials to demolish the existing mechanical bar screen and ventilation system and replace with a new bar screen and ventilation system. Installation of all electrical wiring, control panels, and site work will be part of the project.

The Contract Price of your Contract is Two-hundred and eighty-five thousand, seven hundred Dollars (\$ 285,700).

1 copy of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

1 set of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 1 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Mead

Owner

By:

Authorized Signature

Title

Copy to Engineer
Copy to Owner



Agenda Item Summary

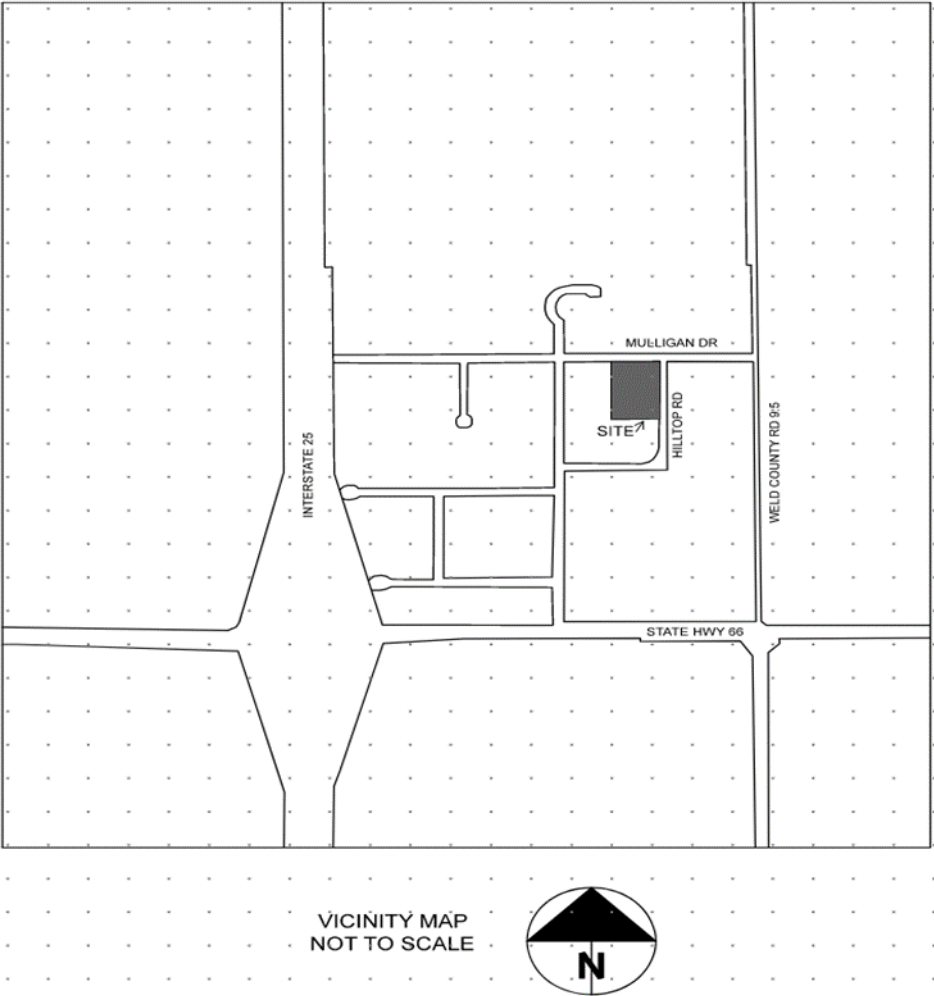
MEETING DATE: September 12, 2022

SUBJECT: **Ordinance No. 1009** – An Ordinance of the Town of Mead, Colorado
Conditionally Approving the Specialty Products Company Site Plan

PRESENTED BY: Allie McGahee, Planning Technician

SUMMARY

Staff has approved an application for the Specialty Products Company Site Plan (“Site Plan”), which proposes modifications to the existing industrial facility at the property addressed as 14331 Hilltop Road, shown on the Vicinity Map below (“Property”). The Site Plan complies with the regulations governing the development, including the Mead Municipal Code (“MMC”), Town Design Standards and Construction Specifications, Fire Code and standards set forth by relevant utilities.



OVERVIEW

MMC Section 16-4-100(b)(8) allows for administrative approval of site plans by staff. Section 16-4-100(b)(9) requires that staff bring approved site plans before the Board of Trustees for adoption by ordinance. The Site Plan complies with relevant regulations and the review criteria set forth in Section 16-4-100(c) of the MMC, as discussed in more detail below.

The Property is located in the Sekich Business Park and is currently used as a light industrial/office facility. The Owner plans to construct a building addition for use as storage space. The zoning of the property is Light Industrial (LI), which allows for the manufacturing and indoor storage use as a use-by-right. The LI zoning of the property is in compliance with the Planned Industrial Mixed-Use (PI) designation of the property in the 2018 Mead Comprehensive Plan. Additional landscaping is included in the Site Plan to bring the existing site closer into compliance with the landscape and design standards outlined in MMC Chapter 16, Article II.

REVIEW CRITERIA

For Town staff to approve a site plan and for the Board of Trustees to subsequently adopt the site plan, the proposal must be found to comply with the six (6) review criteria set forth in MMC Section 16-4-100 related to the approval of site plans. Individual criteria are presented below in bold and are followed by detailed analysis and confirmation that each criterion has been satisfied.

Criterion No. 1: All information required by Section 16-4-100(b)(3)h. is shown on the site plan.
The required physical, legal and technical information, including legal descriptions, land use and acreage tables, survey information, titling, north arrows, utility locations, and the like, has been included to the satisfaction of Town staff, subject to additional, minor technical corrections.

Criterion No. 2: The lot size and lot dimensions are consistent with what is shown on the approved final plat. The lot was platted with Weld County as part of the Sekich Business Park Final Plat, as reflected in the updated title commitment provided with the Site Plan application. The Weld County Clerk and Recorder has confirmed that the full recorded final plat is no longer available, but staff is confident that lot size and dimensions are consistent with the final plat based on more recently recorded documents, including the Specialty Products Company Zoning map recorded on May 18, 2012, at Rec. No. 3846932 and the Specialty Products Company Annexation map recorded on September 12, 2013, at Rec. No. 3963219, both approved by the Town prior to their recordation, as well as a 1989 survey recorded at Rec. No. 2186675.

Criterion No. 3: No buildings or structures infringe on any easements. The proposed accessory structure will not be located on any existing easements.

Criterion No. 4: The proposed site grading is consistent with the requirements of any applicable adopted storm drainage criteria or master drainage plans. This criterion has been met. This Site Plan application contains a grading plan and drainage plan, which have been reviewed to the satisfaction of the Town Engineering Department and found to comply with all relevant requirements.

Criterion No. 5: The density and dimensions shown conform with the Town density and dimensional standards or the approved PUD requirements. The proposed development meets the density and dimensional standards found in Section 16-3-80, Table 3-3 of the MMC, including the below.

- The development includes a twenty-five foot (25') setback from Mulligan Drive for the proposed accessory structure, which complies with the required twenty-five foot (25') setback from an adjacent street ROW.

- The development includes a forty-eight foot (48.6’) setback from the rear property line for the proposed accessory structure, which complies with the required twenty-five foot (25’) setback from the rear property line for properties zoned Light Industrial (LI).

Criterion No. 6: The applicable provisions of this Code have been adequately addressed and the proposed improvements conform to this Code. This proposal conforms with the MMC and related standards. Applicable regulations, beyond the “density and dimensional standards” discussed above, include the Town of Mead Engineering and Design Standards and the sections of MMC Chapter 16, Article 2 that address parking, landscape design and commercial architecture. Analysis indicating how the proposal complies with each is provided below.

Engineering and Design Standards – The proposal has been reviewed by the Town Engineering Department against the appropriate design standards and code sections. Staff has found the proposal to be in substantial compliance with Town technical standards. Traffic, drainage and utility systems were designed, reviewed and approved. The uses proposed with this application can be served appropriately. The Applicant will undertake the following to provide appropriate services to the proposed development:

- All grading, earthwork, and drainage improvements, including detention improvements, in conformance with approved construction plans;
- Landscaping Improvements.

Parking (Sec. 16-2-90) – The proposed site modifications do not include any additional building development that necessitates an increase in provided parking. The existing development complies with the light-industrial district parking standards of one (1) parking space per employee. The existing development also meets the required handicap parking spaces of two (2) handicap spaces.

Landscape Design (Sec. 16-2-150) – The proposal meets the standards set forth in Sec. 16-2-150 of the MMC for landscape requirements. The existing landscaping meets and exceeds the required street tree landscape standards with one (1) tree for every forty (40) linear feet of street frontage, with a total of twenty-one (21) trees spread along the Mulligan Street and sixteen (16) trees along the Hilltop Road frontages. The applicant has worked with staff to supplement shrub requirements with the addition of trees.

Buffering and Screening Techniques (Sec. 16-2-160) – The existing development includes buffering along Mulligan Drive and Hilltop Road with 1 tree for every 40 linear feet of frontage, for a total of twenty-one (21) frontage trees.

Commercial and Industrial Architecture (Sec. 16-2-190) – The proposal includes a building addition that complies with the Commercial and Industrial Architecture standards outlined in Sec. 16-2-190.

Lighting (Sec. 16-2-250) – The proposal does not include additional lighting for the site.

OTHER LEGAL CONSIDERATIONS

The proposed ordinance contains standard conditions relating to Applicant’s payment of required fees and resolution of minor technical issues as directed by staff prior to recordation of the Site Plan. The conditions also require execution of the Site Plan Agreement (SPA) and submittal of all post-approval document in accordance with Section 16-4-100 prior to issuance of a building permit. A copy of the SPA signed by Owner is currently on file with the Town, and the proposed ordinance authorizes the Town Manager to execute the SPA on behalf of the Town.

FINANCIAL CONSIDERATIONS

The Town will collect \$25,059 in impact fees and \$12,975 in use taxes for the project.

ALTERNATIVES/OPTIONS

The Board may adopt Ordinance No. 1009 ratifying staff's conditional approval of the Specialty Products Company Site Plan, add conditions to Ordinance No. 1009, or choose not to adopt Ordinance No. 1009. Any decision by the Board not to adopt Ordinance No. 1009 shall be accompanied by a clear statement outlining which of the required review criteria the Board believes have not been met.

STAFF RECOMMENDATION/ACTION REQUIRED

Pursuant to MMC Section 16-4-100, Town staff has approved the Site Plan subject to conditions of approval set forth in Ordinance No. 1009 and therefore recommends that the Board of Trustees proceed to adopt Ordinance No. 1009 in the form presented.

Suggested Motion:

"I MOVE TO APPROVE ORDINANCE NO. 1009, AN ORDINANCE CONDITIONALLY APPROVING THE SPECIALTY PRODUCTS COMPANY SITE PLAN, BASED ON STAFF APPROVAL AND SATISFACTION OF SITE PLAN REVIEW CRITERIA SET FORTH IN SECTION 16-4-100 OF THE MEAD MUNICIPAL CODE, AS DETAILED IN THE AGENDA ITEM SUMMARY REPORT PREPARED FOR THE SEPTEMBER 12, 2022 BOARD OF TRUSTEES MEETING."

ATTACHMENTS

Ordinance No. 1009
Site Plan

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1009**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO,
CONDITIONALLY APPROVING THE SPECIALTY PRODUCTS COMPANY SITE PLAN**

WHEREAS, the Town of Mead is authorized to regulate the use and development of land within its jurisdiction, pursuant to Title 31, Article 23, C.R.S., Title 29, Article 20, C.R.S. and the Town’s Land Use Code, codified in Chapter 16 of the *Mead Municipal Code* (the “MMC”); and

WHEREAS, Tom Donnelly (the “Applicant”), on behalf of the Owner, has submitted to the Town a land use application for a site plan designated as the SPECIALTY PRODUCTS COMPANY SITE PLAN (the “Site Plan”), for certain property generally located north CO-66 and west of WCR 9.5, within the Sekich Business Park, in the Town of Mead, Colorado, as more particularly described in EXHIBIT 1 attached to this Ordinance and incorporated by this reference (the “Property”); and

WHEREAS, the Applicant is the authorized representative of the current Property owner of record, FBVAM Investments, LLC, a Colorado limited liability company (the “Owner”); and

WHEREAS, the Owner desires to make site modifications to the Property, including the addition of a storage building, drainage improvements, landscaping improvements, and other improvements as shown in the Site Plan; and

WHEREAS, in accordance with Section 16-4-100(b)(8) of the MMC, Town staff has conditionally approved the Site Plan; and

WHEREAS, Section 16-4-100(b)(9) of the MMC requires that the Site Plan be presented to the Board of Trustees for its adoption by ordinance; and

WHEREAS, the Town Board of Trustees has reviewed the Site Plan and has determined that the Site Plan satisfies the site plan review criteria set forth in the MMC; and

WHEREAS, the administrative record for this case includes, but is not limited to, the MMC, the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff report/agenda item summary presented to the Board of Trustees, the site plan application and all other submittals of the Applicant, the Site Plan, and the recording and minutes of the Board of Trustees meeting at which the Site Plan was considered; and

WHEREAS, the Town Board of Trustees desires to conditionally approve the Site Plan.

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

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

Section 2. Site Plan Approval. The Site Plan is approved subject to the following

conditions:

- a. The Applicant/Owner will submit all post-approval documents required by Section 16-4-100 of the MMC prior to the issuance of a building permit; and
- b. The Applicant/Owner shall resolve and correct any technical issues as directed by Town Staff prior to signature of Town officials on the Site Plan; and
- c. The Applicant/Owner shall pay all fees and cost incurred by the Town and its consultants in reviewing and processing the Site Plan application; and
- d. The Applicant/Owner shall execute a site plan agreement in a form approved by the Town Attorney (“Site Plan Agreement”) prior to recordation of the Site Plan; and

Section 3. Following the satisfaction of the conditions set forth in Section 2 of this Ordinance, the Mayor shall be authorized to sign the Site Plan on behalf of the Town, and the Town Clerk may proceed to attest the signature of the Mayor on the Site Plan.

Section 4. The Site Plan Agreement is hereby approved, in substantially the form presently on file with the Town Clerk. The Town Manager and Town Attorney shall be authorized to negotiate and make non-material changes to the Site Plan Agreement that do not materially increase the Town’s obligations. The Town Manager shall be authorized to execute the Site Plan Agreement on behalf of the Town once the Site Plan Agreement has been finalized. The Town Clerk shall cause recordation of the fully executed Site Plan Agreement at the time of Site Plan recordation.

Section 5. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 6. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 7. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 8. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the ordinance available for inspection by the public during regular business hours.

[Remainder of page left intentionally blank.]

INTRODUCED, READ, PASSED, AND ADOPTED THIS 12th DAY OF SEPTEMBER, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

PROPERTY LEGAL DESCRIPTION

LOT 8, BLOCK 2, SEKICH BUSINESS PARK, COUNTY OF WELD, STATE OF COLORADO,
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A LOT LOCATED IN BLOCK 2 OF SEKICH BUSINESS PARK, A P.U.D.
TRACT LOCATED IN THE SW ¼ OF SECTION 23, TOWNSHIP 3
NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO,
SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT
THE NW CORNER OF BLOCK 2, SEKICH BUSINESS PARK, ACCORDING TO THE
RECORDED PLAT THEREOF, AND WITH ALL BEARINGS CONTAINED HEREIN
RELATIVE THERETO: THESE ALONG THE NORTH LINE OF SAID BLOCK 2, N 89
DEGREES 43' 01" E, 288.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE
CONTINUING ALONG SAID NORTH LINE, N 89 DEGREES 43' 01" E, 280.57 FEET; THENCE
S 00 DEGREES 14'44" E, 417.29 FEET; THENCE S 89 DEGREES 42' 07" W, 284.42 FEET;
THENCE N 00 DEGREES 16' 59" E, 417.38 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER HILLTOP ROAD,
AS DESCRIBED IN CERTIFICATE OF SURVEY RECORDED JULY 10, 1989 IN BOOK 1237
AT RECEPTION NO. 2184922. SAID EASEMENT SHALL BE APPURTENANT TO SAID LOT
8, BLOCK 2, COUNTY OF WELD, STATE OF COLORADO.



Agenda Item Summary

MEETING DATE: September 12, 2022
 SUBJECT: CIRSA 2023 Property / Casualty Insurance Renewal
 PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

The Town received the 2023 Property/Casualty Preliminary Contribution Quotation from CIRSA (Colorado Intergovernmental Risk Sharing Agency) (the “2023 Preliminary Quotation”). As anticipated, the Town’s 2023 Preliminary Quotation shows a rate increase. The cover letter from CIRSA discusses adverse market conditions for excess coverage, the cost of handling legal liability claims and increases in property costs which have adversely affected rates. In addition, the Town continues to grow and expand services. Mead has made purchases of additional equipment, data technology and has implemented a fleet replacement plan. Colorado, the unfavorable excess/reinsurance market continues to be a factor in our rates. Additionally, the Town has added property including 401 Third Street (Bean Plant) and 201 Welker plus replacing the ice slicer storage building and purchasing police evidence storage bins. The Town has also added equipment including vehicles, equipment, police services-related equipment and data technology inventory. There is also an impact of loss experience affecting the rate.

In addition to the P/C quote, the Town expects a quote for Optional Coverages in October. Quotes were requested for the following Optional Coverages: Equipment Breakdown, Excess Crime, Excess Cyber, Volunteer Coverages, and Detainee Medical.

The Town’s acceptance of the 2023 Preliminary Quotation is due to be returned to CIRSA by Friday, September 30, 2022. The Optional Coverages acceptance will be due shortly after they are received.

FINANCIAL CONSIDERATIONS

The 2023 Preliminary Quotation is \$135,799.22 an increase of about 15%, which was anticipated due to the market conditions noted above and the growth in the Town. For 2022, the Optional Coverages premium was \$5,833.74. Staff expects nominal increase in these coverages.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board authorize renewal the Town’s Property / Casualty Insurance with CIRSA for the 2023 calendar year and authorize Town Manager Helen Migchelbrink and/or

Town Clerk/Treasurer Mary Strutt to execute the 2023 Preliminary Quotation on behalf of the Town and approve the optional coverages once they are received.

A motion to adopt the consent agenda will approve this item. If the item is removed from the Consent Agenda, the following motion is recommended:

“I move to authorize the Town Manager or Town Clerk/Treasurer to execute CIRSA’s 2023 Preliminary Quotation on behalf of the Town; and further authorize the approval of the optional coverages after the quotes are received in October.”

ATTACHMENTS

CIRSA 2023 Property/Casualty Preliminary Contribution Quotation
CIRSA 2023 Services

August 31, 2022

Mary Strutt, Town Clerk/Treasurer
Town of Mead
P.O. Box 626
Mead, CO 80542

RE: 2023 Property/Casualty Preliminary Contribution Quotation

Dear Mary:

Enclosed is the preliminary quotation for your 2023 contribution to the CIRSA Property/Casualty Pool.

As you may know, the excess/reinsurance market continues to be unfavorable in Colorado and elsewhere. Your quotation reflects these unfavorable conditions.

On the liability side, municipalities continue to face an increasingly hostile legal and social climate. The cost of your liability coverage reflects this adverse trend, particularly in law enforcement liability coverage. State legislation has significantly increased law enforcement liability exposures, and defending and settling law enforcement claims grows more costly and challenging each year.

On the property side, the property market continues to raise deductibles and increase the cost of insurance. Conditions around the country (and globally) have a significant impact on the availability and cost of property coverage. For this reason, although our members have been largely spared from wildfires, wind/hail, and flood events this year, we do not expect an easy excess/reinsurance renewal on the property side, either.

Communicable disease exclusions will no doubt remain on property and liability policies. We also anticipate that an exclusion will be added by our reinsurers for Polyfluoroalkyl Substances (PFAS) found in water.

In summary, whether individually insured or as part of a pool, municipalities and other insurance consumers all continue to face a hard market for property and liability insurance. A significant portion of your 2023 quotation reflects these conditions.

Despite these market conditions, CIRSA remains committed to keeping each member's cost of risk as low as possible. One of the benefits of pooling is that those members with substantial member equity will experience less of an impact from these rate increases than newer members, who have less equity in the pool.

Going forward, we are exploring ways to increase flexibility, transparency, and coverage options for members. For example, we plan to provide more deductible options for general liability, public officials liability, and law enforcement liability coverages. You'll also have more flexibility for vehicle physical damage coverage and deductibles. We'll stay in touch with you as these and other changes are rolled out.

Whether you are a long-time or newer member, now is a good time to look at your chosen property and liability deductibles. Many of our members have greatly expanded their budgets and operating expenditures over the past several years, but have not increased their chosen deductibles accordingly. We can run a deductible analysis for you and help you identify additional deductible options that are more



in line with your financial capacity. If you would like to see additional deductible options, please contact Linda Black, Chief Financial Officer, at (720) 605-5440 or lindab@cirsa.org.

Of course, being a member of a pool offers you significant benefits that are not available elsewhere. CIRSA will continue to offer you the very best in risk management services specifically tailored to your needs. Please see the attached brochure for a summary of those services.

The attached quotation sheet provides a preliminary quotation. Final invoices, e-mailed on January 1, 2023, will be adjusted for any changes made to your 2023 renewal application. Moreover, quoted contributions may also change if CIRSA membership changes significantly for 2023 and/or actual excess insurance premiums are not adequately funded by the budget established within your rate.

The attached quotation sheet provides information on your 2023 contribution, the amount of any Loss Control Credits available to your entity, and optional payment plans. In addition, a general description of the types and monetary limits of the proposed coverages to be provided to 2023 CIRSA Property/Casualty members is attached.

The acceptance form must be completed and returned to CIRSA by **Friday, September 30, 2022**. When completing your form, please make sure to:

- Initial next to your entity's desired deductible option for 2023
- Write the amount of any available Loss Control Credits you wish to use in the appropriate section of the *Loss Control Credits* table on the quotation sheet
- Indicate which payment option you would like for 2023 on the quotation sheet
- Return the signature page signed by an authorized signer

Please note that if you have requested quotations for any of the Optional Coverage Programs including Equipment Breakdown, Excess Crime, Excess Cyber (Data Privacy and Network Security), Community Service Workers' Accident Medical Plan, Sports Accident Medical Plan, Occupational Accidental Death and Dismemberment Plan, Volunteer Accident Medical Plan, No-Fault Water Line Rupture and/or Sewer Back-Up coverage, Property Damage Caused by Member's Operation of Mobile Equipment coverage, or Detainee Medical coverage, they are not included in this mailing. The majority of the carriers that provide coverage for each program are unable to provide quotes until later this year. We anticipate that quotations for these optional coverages will be mailed to members in October.

If you have any questions about your renewal quote, please don't hesitate to contact us. Shannon Pursley, Marketing Manager, is available to offer any further explanation of your quote that you may require. Shannon can be reached at (720) 728-1304 or shannonp@cirsa.org. We are also available to give presentations to your governing body upon request.

Thank you for the opportunity to serve you. We look forward to continuing our relationship with you in 2023.

Sincerely,



Tami A. Tanoue
Executive Director

enc.





Current Deductibles:

Liability	Auto Liability	Auto Physical Damage	Property
\$1,000	\$500	\$500	\$500

Description	Amount
Contribution Before Reserve and Loss Experience	\$128,798.69
Reserve Refund Contribution	\$0.00
Impact of Loss Experience	\$8,665.53
Total 2023 Preliminary Quotation before Credits	\$137,464.22

To Renew with Current Deductibles
Initial Here: _____

Loss Control Credits

Description	Amount	Credit Options – You must write in the amount that you wish to use. Amount may be split between available options.		
		Credit PC Contribution	Deposit/Leave in Account	Send Check
2022 Loss Control Audit Credit	(\$1,665.00)			
Balance Remaining from Prior Years' LC Credits	(\$0.00)			
Total Preliminary Quotation at Current Deductible with all Available Credits	\$135,799.22			

Alternative Deductibles

Liability	Auto Liability	Auto Physical Damage	Property	Revised Quote (Before Credits)	To Accept New Deductible Option – Initial Here (Choose Only one)

*Contact Linda Black, CFO at (720) 605-5440 or lindab@cirsa.org if you are interested in other options.

Billing Options (Please indicate which option you choose)

☐ Annual Billing on January 1, 2023	☐ Quarterly Billing January 1, April 1, July 1, and October 1, 2023
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Preliminary 2023 Contribution Quotation Continued

This preliminary quotation includes all exposures reported on your entity's 2023 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 13, 2022.

* Regarding the Liability Deductible shown on page 1, a \$500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below \$1,000.

** Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2023 Property/Casualty Renewal Application, the Town of Mead has elected not to participate in Uninsured/Underinsured Motorist Coverage. **Your signature below constitutes your entity's written rejection of this coverage.**

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

The undersigned is authorized to accept this preliminary quotation on behalf of the Town of Mead.

We accept this preliminary quotation for January 1, 2023 to January 1, 2024. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2023, actual excess insurance premiums, and any changes made to our 2023 renewal application.

Signature: _____ Date: _____

Title: _____

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Friday, September 30, 2022. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Administrative Assistant
3665 Cherry Creek North Drive
Denver, CO 80209
Fax: (303) 757-8950 or (800) 850-8950
E-Mail: MoniqueF@cirsa.org

PROPOSED 2023 PROPERTY/CASUALTY COVERAGES

The types and monetary limits of the proposed coverages to be provided to CIRSA Property/Casualty members for the coverage period of January 1, 2023 to January 1, 2024 are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

I. TYPES OF COVERAGES (subject to the limit on CIRSA's liability as described in Section II below):

- A. Property coverage (including auto physical damage and public relations expense and privacy breach expense)
- B. Liability coverage:
 - 1. General liability
 - 2. Automobile liability
 - 3. Law enforcement liability
 - 4. Public officials errors and omissions liability
 - 5. Cyber (security and privacy breach liability)
- C. Crime coverage (including employee dishonesty and theft of money and securities)

II. CIRSA RETENTIONS, LOSS FUNDS, AGGREGATE LIMITS, AND MEMBER DEDUCTIBLES:

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

Coverages in excess of CIRSA's self-insured retentions are provided only by the applicable excess insurers and/or reinsurers in applicable excess and/or reinsurance policies, and shall be payable only by those excess insurers and/or reinsurers. The limits of coverage provided by the excess insurers and/or reinsurers for the coverage period shall be described in the coverage documents issued to the members. Aggregate and other limits shall apply as provided in said documents.

A. CIRSA PROPOSED SELF-INSURED RETENTIONS FOR THE COVERAGE PERIOD:

- 1. \$1,000,000 per claim/occurrence property*
- 2. \$100,000 per claim/annual aggregate public relations expense and privacy breach expense
- 3. \$1,000,000 per claim/occurrence liability
- 4. \$1,000,000 each and every claim public officials liability
- 5. \$500,000 per claim/annual aggregate cyber (security and privacy breach liability)
- 6. \$150,000 per claim/occurrence crime

*Subject further to CIRSA retention of first \$5,000,000 each and every hail/wind loss and/or occurrence

*Proposed Coverages (continued)***B. CIRSA LOSS FUND AMOUNTS FOR THE COVERAGE PERIOD:**

Loss fund amounts are as adopted or amended from time to time by the CIRSA Board of Directors based on the members in the Property/Casualty Pool for the year and investment earnings on those amounts. Information on the current loss fund amounts is available from CIRSA's Finance Department.

C. PROPOSED EXCESS INSURANCE LIMITS FOR THE COVERAGE PERIOD:

1. Excess property: to \$500 million each claim/occurrence
2. Excess liability: to \$10 million each claim/occurrence; \$5 million excess auto liability; \$10 million annual aggregate for public officials errors and omission liability
3. Excess crime (optional): to \$5 million per claim/occurrence

D. MEMBER DEDUCTIBLES:

A member-selected deductible shall apply to each of the member's claims/occurrences. Payment of the deductible reduces the amount otherwise payable under the applicable CIRSA retention. Allocated loss adjustment expenses are included in the member deductible.

EXPLANATION OF CREDITS AVAILABLE AND ACCEPTANCE OR WITHDRAW PROCEDURES

LOSS CONTROL AUDIT SCORE CREDIT

CIRSA members who received a Loss Control Audit Score of 80 or higher in 2022, and renew their membership in 2023, are eligible for a Loss Control Audit Score Credit. This credit is offered to all members that take an active role in preventing or reducing their losses by complying with the CIRSA Loss Control Standards.

If you did not receive a credit for 2023 and would like to receive one in future years, please contact your Risk Control Representative.

LOSS CONTROL CREDIT ACCOUNT

The CIRSA Board of Directors has approved your use of any balance in the Loss Control Credit Account, except any Special Credit monies, to pay 2023 contributions. Your entity's balance in this account, if any, is shown on the quote letter.

ACCEPTANCE PROCEDURES

Please complete the enclosed acceptance form indicating your decision for 2023 and return it to the CIRSA office ***on or before Friday, September 30, 2022***. **Failure to return the form in time may result in the imposition of penalties under CIRSA Bylaw Article XIV upon withdrawal.**

WITHDRAWAL PROCEDURES *(if applicable)*

The enclosed Article XIV of the CIRSA Bylaws describes withdrawal procedures from CIRSA. **Written notice of withdrawal must be received by CIRSA *no later than Saturday, October 1, 2022*, for a withdrawal without penalty effective January 1, 2023.** No withdrawing member shall be eligible for the above-described credits.

Article XIV should be read in its entirety for any penalties which would otherwise apply. Withdrawing members who subsequently apply to rejoin CIRSA may be subject to such terms and conditions as established by the CIRSA Board of Directors.

WITHDRAWAL NOTICE

**MUST BE RECEIVED AT THE CIRSA OFFICE
ON OR BEFORE SATURDAY, OCTOBER 1, 2022**

Sign and return this form if your entity has decided to **withdraw** from CIRSA effective January 1, 2023. Under CIRSA Bylaws, this form must be received by CIRSA ***no later than Saturday, October 1, 2022***, for withdrawal without penalty effective January 1, 2023.

NOTICE OF WITHDRAWAL FROM CIRSA

This is to notify the CIRSA Board of Directors that the Town of Mead is withdrawing from CIRSA for purposes of Property/Casualty coverage effective January 1, 2023. We understand the Town of Mead remains obligated and will be billed for any amounts due CIRSA pursuant to the Bylaws and the policies established by CIRSA.

The undersigned is authorized to provide this notice of withdrawal on behalf of the Town of Mead.

Signature must be that of the Mayor, Manager, Clerk, or equivalent (such as President of a Special District.)

Signature: _____

Title: _____

Date: _____

CIRSA BYLAWS
ARTICLE XIV

Withdrawal from Membership

(1) Any member may withdraw from CIRSA by giving prior notice in writing to the Board of Directors of the prospective effective date of its withdrawal.

(2) If the effective date of a member's withdrawal is a date other than January 1, the withdrawing member shall not be entitled to receive any refund of contributions made for administrative costs for the claim year of withdrawal. The withdrawing member shall be entitled to receive within forty-five (45) days after the effective date of withdrawal, a proportionate return of its contribution to any loss fund.

(3) If the effective date of a member's withdrawal is January 1 but the member's written notice of withdrawal is received by CIRSA more than thirty (30) days after the date on which CIRSA mailed a preliminary quotation of the contribution to be assessed the member for the year beginning on that January 1, the withdrawing member shall be obligated to pay its share of CIRSA's administrative costs for the year beginning on that January 1. However, if the preliminary quotation is mailed by CIRSA prior to September 1, members shall not be obligated for future claim year administrative costs if the member's written notice of withdrawal is received by CIRSA on or before the October 1 preceding the January 1 renewal date.

(4) The members may, by a two-thirds (2/3) vote of the members present at a meeting, adopt or amend a policy establishing additional conditions applicable to members which withdraw.

CIRSA 2023

SERVICES



CIRSA is passionate about protecting municipalities and their affiliated public entities. We work exclusively in Colorado and have over three decades of experience assisting members in handling claims, improving safety, preventing losses, and managing the cost of risk. Our coverages and services are specifically designed for the unique and ever-changing needs of our membership.

Every member works with a personal team of representatives who provide customized guidance and assistance to help you manage exposures in your entity. CIRSA is staffed with knowledgeable, seasoned professionals including: Attorneys, Associates in Risk Management (ARM), Certified Safety Professionals (CSP), a Physical Security Professional (PSP), Certified Insurance Counselors (CIC), Certified Industrial Hygienists (CIH), Certified Hazardous Materials Manager (CHMM), Certified Instructional Trainers (CIT), Certified Fire Protection Specialist (CFPS), Safety Trained Supervisor (STS), Associates in Claims (AIC), and Chartered Property Casualty Underwriters (CPCU).

LEGAL TRAINING AND ASSISTANCE

Liability & Public Officials Training

CIRSA provides legal training to councils, boards, commissions, and staff upon request on a variety of liability-related topics. These trainings are free to members and can be conducted in person or via virtual meeting. CIRSA also maintains a variety of training webinars and videos on its website. Training topics include: personal liability for elected and appointed officials, conduct of quasi-judicial proceedings, employment issues, Governmental Immunity Act, harassment and bullying prevention, supervisory skills, contract issues, transparency laws, ethics requirements, and many others.

Liability Hotline

The Liability Hotline serves as a resource on almost any liability-related topic. Members have access to CIRSA's General Counsel for free consultation and assistance on liability issues before they become claims, including employment practices, employee leave issues, land use liability, quasi-judicial proceedings, liability risks for municipal programs and services, ethics, civil rights liability, laws concerning marijuana regulation, broadband liability, and drug/alcohol testing policies.

Contract & Policy Review

CIRSA will review member contract and policy documents and provide consultation on risk and liability-related topics, including review of contracts, ordinances, personnel policies, and police manuals.

Publications & Resources

CIRSA publishes a wide variety of materials on legal, liability and risk issues, including its popular "[Ethics, Liability & Best Practices Handbook for Elected Officials](#)," articles on the CIRSA website and blog covering topics on current interest, Liability Alerts and Loss Alerts on emerging legal and safety issues, and other training materials. CIRSA also maintains a library of sample contracts, policies, checklists, written programs, and other documents for members' use.

To [schedule a training](#) or access other Legal Training and Assistance Services, contact CIRSA General Counsel [Sam Light](#).

RISK CONTROL SERVICES

Membership in CIRSA entitles members to risk control services designed to prevent and minimize individual and pool-wide losses. CIRSA's Risk Control Department is recognized nationally as a leader in innovative and exemplary risk control services.

It has been proven that a commitment to risk control yields

significant benefits in the form of lower costs associated with public entity risks.

Our experienced staff is dedicated to assisting our members in implementing their own risk control programs, integrating best practices into operations, and establishing a positive safety culture.

Individualized Training

CIRSA provides over 30 classroom and/or hands-on [courses/workshops](#) that can be brought to your location upon request. CIRSA's full-time training staff work diligently to ensure materials are current and revised every two years at minimum. All courses are free to members and some provide Colorado Certified Water Professionals (CCWP) training units. Topics include: CDOT Flagger Certification, Confined Space Entry, Safe Driving Strategies, Bloodborne Pathogens, First Responder Awareness, and Back Injury & Fall Protection.

Regional Seminars

Several times each year, CIRSA conducts regional seminars around the state on current risk control issues or industry trends. Any member can attend these seminars and there is usually no charge. Seminar types may include, ADA Coordinator, Playground Maintenance Technician (PMT), Playground ADA, Physical Security, Stop the Bleed, Succession Planning and many more safety and health related events. Law enforcement-specific events are also held at least eight times per year.

General Consultation & On-site Service

CIRSA's Risk Control staff can arrange a time to help with special projects, accident investigations, develop written programs, assist with safety design reviews, research equipment and risk-related resources, and for short durations, can also function as your on-site safety representative.

Safety Video, Reference Library, & Streaming Video Service

Your employees have unlimited access to CIRSA training programs and other educational materials in our [Training Library](#), including over 390 videos and video training books. Separate from our video and reference library, the streaming video service offers several hundred additional videos. This is a stand-alone system separate from our online training service. These programs are free of charge to members and cover a variety of topics on most public entity exposures.

In-House Video & Publication Production

CIRSA has produced a number of videos and manuals on pertinent and timely topics, 13 of which have won national Public Risk Management Association (PRIMA) awards. Titles include: *Backing & Parking: The Keys to Success*, *Hazard Awareness is Everyone's Responsibility*, *Safety Management in Action*, *Personal Consequences of Unsafe Driving*, *Safe Supervisor: Integrating Operations & Safety*, and *Sanitary Sewer: Operations & Maintenance*. Hard copies of these videos are free to members and can also be viewed on [CIRSA's YouTube Channel](#).

Online Training Center

CIRSA provides over 950 complimentary online safety, liability, supervisory, law enforcement, fire/EMS, corrections, and human resource related courses - 50 of which provide training units for water and wastewater employees. The online training center also provides over 1,000 police-specific videos. Additional topics and new courses are added each year. Your employees can easily access the [Online Training Center](#) from any computer with internet access at any time.

Monthly Training Calendar

CIRSA sends a [monthly training calendar](#) notifying members of all upcoming regional training events, scheduled on-site training courses and certifications, safety symposiums, and all other training resources provided.

Webinars

As another means of reducing your costs, our webinar series gives your employees the opportunity to obtain important training without leaving their office. These free presentations cover a wide variety of topics including risk control, employment and public officials' liability, Property/Casualty & Workers' Compensation applications, finance, and claims handling. All of our webinars are recorded and can be viewed at any time from the [Safety Resources](#) area of our website.

Sample Policies & Procedures

Numerous sample Risk Control and [safety policies and procedures](#) are available to our members to download and customize for your entity. Examples include Job Safety Analyses (JSAs), Police Pursuits, Tasers, Preventing Public Officials Liability, and Fall Injury Prevention.

Property Survey & Playground Inspections

This on-site, comprehensive safety survey identifies loss exposures of significant buildings, processes, and playgrounds. Written reports of survey results are sent to the appropriate public entity contacts.

Ergonomic Evaluations

These evaluations of computer workstations help determine if they are adjusted properly for the employees who are using them. Our Risk Control Representatives will review workstation setup and assess chair, monitor, mouse, desk, and other equipment adjustments. Reports with recommendations to improve ergonomic conditions may be issued.

Water Slide Inspections

State regulations require an annual inspection by a third party of all water slides 18 feet or higher unless the entity has received an exemption from the state. Some outside consultants charge over \$1,000 for these inspections. Our Risk Control Representatives will inspect your slides for free, issue reports for items that need to be

corrected, and provide certificates of inspection that meet state guidelines.

Risk Control Standards & Credit Account Program

CIRSA has established a number of recommended policies and procedures to address common public entity exposures. These recommendations are known as [Risk Control Standards](#). Your Risk Control Representative assists you in implementing the pool's Risk Control Standards and performs onsite reviews. The CIRSA Board of Directors has approved credits to members who conform to these standards. Members can apply these credits toward their CIRSA contribution; deposit them in their Risk Control Credit Account for the purchase of safety related equipment or training; or request a direct disbursement of the funds. Contact your Risk Control Representative for more information.

Accident Investigations & Loss Analyses

CIRSA provides timely, objective, and thorough accident investigations to help members identify root causes of accidents so measures can be implemented to prevent future occurrences. The Risk Control Department has also developed a number of Loss Analysis reports to identify the most frequent and severe causes of losses for the pool and for each member. Accident Investigations and Loss Analysis reports are provided upon request.

Loss/Hazard Alerts

Public entities and their employees may have serious accidents from which other members can learn. CIRSA distributes summary reports on these incidents (with any identifying details removed) to our members and recommends procedures to prevent similar claims. When a serious potential exposure exists without a claim, a Hazard Alert may be issued.

Industrial Hygiene Services

CIRSA's Certified Industrial Hygienist (CIH) assists members in the recognition, evaluation, and control of employee health hazards. Some examples of services provided include:

- Hazard Communication – Program development and employee training in the interpretation of Safety Data Sheets (SDS) and likely hazards associated with chemical use
- Hearing Conservation – Sound level measurements and noise exposure evaluations for personnel exposed to elevated noise levels
- Ergonomics/Body Mechanics – Work station evaluations and employee training
- Asbestos identification and guidance for asbestos operations and maintenance
- Indoor air quality sampling for offices, pools, water/wastewater treatment plants, and other public entity operations
- Measuring carbon monoxide and nitrogen dioxide emissions from motorized equipment
- Special projects to measure toxic exposures and/or substances, as needed

CLAIMS ADMINISTRATION SERVICES

Our in-house claims specialists and legal counsel provide expert claims administration services to help you mitigate your risks. The CIRSA Claims Department is available to our members 24/7. A member of the CIRSA claims staff is on-call at all times and a backup system is in place for timely response to emergency calls. In addition to complete claims administration, the CIRSA Claims Department provides the following services:

Litigation Management Program

CIRSA works closely with our members and a panel of defense attorneys who specialize in the defense of governmental entities. CIRSA takes a “team approach” with our staff and the member to defend claims. This allows the claim to be handled effectively and efficiently.

Claims Recovery

CIRSA's claims staff pursues recovery for damages sustained to member property through subrogation and restitution. This service is provided regardless of claim size or if the loss is within the member's retention. Our annual recovery averages over a million dollars.

Claim Reports

Loss runs of all open claims and litigation reports are distributed on a quarterly basis. Annual loss runs of all open and closed claims are also distributed. We offer other custom reports upon request that can be programed to be sent to your entity on a monthly basis. These reports can be reviewed by you and your CIRSA Risk Control Representative to help identify loss trends and discuss methods to control such losses.

Electronic Claim Filing & Online Lookup

Members can file Property/Casualty and Workers' Compensation claims electronically through our [website](#). Each claim is filed on the state required forms and can be printed at your workstation for your records. Current and historical claims data can be viewed through our online claims filing system as well. Daily information on claim status is available including up-to-the-minute details about any claim that has been filed.

Member Self-Administration Portal

If your entity has a large deductible and self-handles some claims, our Member Portal gives you a system to manage those claims. This is essentially a stand-alone Origami Risk claims system that CIRSA provides at no cost. The Portal lets you create/store documents and claim notes, run reports, and track financial data, on a database that integrates your own data seamlessly with the claims you report to CIRSA. This cutting edge technology is available to large-deductible members free of charge.

File/Monitor Equipment Breakdown Claim

If your entity has purchased optional Equipment Breakdown coverage through CIRSA, we will file a claim with Chubb on your behalf and monitor the claim to make sure it progresses appropriately. CIRSA claims staff acts as a watchful eye for members utilizing their expertise to ensure claims are properly handled.

Property Inspections

A property inspection can be conducted by CIRSA after a member sustains a property loss without having to file a claim. These types of inspections occur primarily following a hail related loss. Please contact [Craig Stevens](#) to schedule an inspection.

Annual Claim Reviews

By request, CIRSA Claims staff can conduct an annual or bi-annual review of your entity's claims. This can be done in person or via video conference. Please contact your Claims Representative to schedule a review.

Roofing Rebate on Hail Resistant Shingles

CIRSA offers a rebate program through Malarkey Roofing to members that replace damaged roofs with hail resistant shingles following a claim. The rebate is provided directly to the member. For more information on this program, please contact [Craig Stevens](#).

New Member Contact Orientation

If your entity hires new staff or assigns staff with the role of a CIRSA Claims Contact, CIRSA claims staff are willing to come to your location or schedule a virtual meeting to review claims filing processes and CIRSA procedures.

Nurse Case Manager

When appropriate and in agreement with the injured worker, CIRSA will assign a nurse case manager to workers' compensation claims. The nurse case manager will help the injured worker obtain the proper medical care, and serve as a liaison between all parties involved in a workers' compensation claim (injured worker, doctor, employer, insurance carrier).

UNDERWRITING SERVICES

Access to Additional Coverage Programs

In addition to our core Property/Casualty and Workers' Compensation coverages, CIRSA provides access to several [optional coverage programs](#) without having to pay an agent fee. Additional coverage programs include Excess Cyber, Equipment Breakdown, Excess Crime, Volunteer Accident Medical Plan, Community Service Workers' Accident Medical Plan, Occupational Accidental Death & Dismemberment, Sports Accident Medical Plan, Special Events, Detainee Medical Coverage, No Fault Water Line Rupture and/or Sewer Back Up, and Property Damage to Others Caused by Member's Use of Mobile Equipment. We can also assist members in placing a wide variety of specialized policies including fiduciary, fidelity, public officials bonds, pollution liability, and airport liability.

Coverage Comparison

Since not all coverage is the same, CIRSA offers a complimentary comprehensive comparison between all coverages offered by CIRSA and those provided by other carriers. The comparison addresses not only the limits provided, but all critical coverage issues. The comparison is intended to make sure your entity is appropriately protected in the event of a loss as well as provide a useful tool for decision making.

Property Appraisals

CIRSA provides property appraisals through a third-party contractor. This service helps CIRSA and our members establish correct values for your buildings and the majority of your miscellaneous property or property in the open to make sure you are adequately covered should a loss occur. We aim to appraise all applicable structures on your site every five (5) years. Property values, however, are updated annually to account for inflationary factors. New members will have all buildings appraised within the first year of membership.

ADDITIONAL MEMBER BENEFITS AND SERVICES

Member Equity Account

CIRSA is different from commercial insurers; we are owned and governed by our members. Contributions paid to CIRSA are deposited into your individual Member Equity Account. The funds remaining after deducting your proportionate share of pool claims and expenses are maintained on your behalf; these funds earn interest and are reported to you annually with a copy of the pool's audited financial statements. Member Equity Account balances are considered when determining contributions, and higher balances result in lower contributions.

Deductible Analyses

At the member's request, CIRSA can provide an analysis of varying deductible levels for you to use in your analysis of the appropriate deductible choice for your entity. Included in the analysis is a review of past loss experience, which can help you determine the optimal retention in order to minimize your total cost of risk.

Payment Options

CIRSA offers a no-fee, quarterly payment plan option for the payment of your annual contributions. We also offer online payment options.

Cost Allocation Assistance

Cost allocation is the process of identifying and assigning costs of risk to your departments. This risk management best practice will improve the communication of the cost of risk to your entity and generate incentives for safety. CIRSA will assist you in implementing a cost allocation system and provide regular reports to maintain the system.

Scholarship Program

To assist members in furthering their risk management education, CIRSA will provide \$12,000 in scholarship funding for 2023. Member employees may [apply](#) for awards in the following amounts:

- \$2,250 to attend a national professional development conference related to safety, continuing education, or risk management
- \$1,500 to attend local events such as the CMCA Institute or similar
- \$600 to attend in-state conferences such as CCCMA, COPRIMA, or CGFOA

Timothy A. Greer Endowment Fund

The objective of the [Timothy A. Greer Endowment Fund](#) is to provide financial support to CIRSA member entities in promoting excellence in risk management. The CIRSA Board of Directors has allocated \$12,000 to the Fund for 2023. Proposals outlining a project, process, improvement, or system that satisfies a safety or risk management-related goal must be submitted for consideration.

Law Enforcement Resources

CIRSA has contracted with the following services and wellness assessment programs to provide Law Enforcement officers the necessary tools to tackle mental and physical health.

- [CORDICO Wellness App](#) - CORDICO is the world leader in wellness technology for high-stress professions providing 24/7 proactive and preventative wellness support specially developed

for law enforcement. The CORDICO App provides handheld access to a multitude of self-service mental health and wellness assessment programs.

- [Brower Psychological Police & Public Safety \(BPS\)](#) - BPS was developed to provide a specialized understanding of the psychological factors of working as a First Responder and the consequent impacts upon their families and personal lives. This service is intended to provide two sessions to CIRSA member Law Enforcement officers to assist in mitigating and stabilizing sensitive situations.
- [SIGMA Tactical Wellness](#) - SIGMA Tactical Wellness has developed a comprehensive cardiac laboratory screening evaluation along with an individualized nutritional and exercise prescription to better the overall health of Law Enforcement officers. Through its screening strategies, SIGMA aims to identify and prevent early stages of heart disease as well as other wellknown health risk factors.
- [Peace Officer Personal Liability](#) - Effective January 1, 2021, CIRSA will indemnify a covered peace officer for personal liability up to \$25,000 each officer/claim and \$100,000 annual aggregate per member. This coverage was put into place in response to Senate Bill 20-217.

KnowBe4

KnowBe4 is the world's largest integrated platform for cyber security awareness training. KnowBe4 offers simulated phishing attacks which can be used to test and educate employees on how to avoid ransomware, spam, phishing, and malware. The platform also teaches employees how to identify suspicious emails and provides access to a huge library of training resources and key security topics. CIRSA is working with [KnowBe4](#) to provide members free access to the KnowBe4 platform. For more information, please contact [David Beacham](#), IT Manager.

Travel Reimbursement

The CIRSA community places a high value on member participation. As another way to lower your costs of risk management, CIRSA offers reimbursement for expenses incurred while attending a New Member Orientation, Committee, Task Force, or General Membership Meeting. Lodging, meals, and mileage are eligible for reimbursement under our [policy](#).

The CIRSA Blog

Our [blog](#) focuses on risk management-related topics, laws that affect public entities, and potential liability issues and offers proactive risk prevention strategies. The newsletter also features current risk control, claims, and coverage topics and pertinent information for public entity staff and elected officials.

YouTube Channel

CIRSA's YouTube Channel – "[CIRSASafety](#)" features over 70 concise and easily accessible safety videos you can share with staff during training exercises. Topics include: Accident Investigations, Employment Liability Exposure, Firefighter Safety, and Slips, Trips and Falls.

All of these services are, we believe, unmatched by any commercial insurer.

Any head-to-head comparison of coverage quotes should take into account the value of the additional services that accompany CIRSA's coverages.



Agenda Item Summary

MEETING DATE: September 12, 2022

SUBJECT: Grand Meadow Planned Unit Development (PUD) and Preliminary Plat

PRESENTED BY: Collin Mieras, Planner II

SUMMARY

The Board of Trustees opened a joint public hearing to consider the Grand Meadow Planned Unit Development (PUD) and Preliminary Plat (the “Applications”) at its regular meeting on August 8, 2022. At applicant’s request, the hearing was continued to September 12, 2022. Applicant has now withdrawn the Applications and the requests for approval of the PUD and Preliminary Plat. At this time, staff recommends that the Board of Trustees close the public hearing and note applicant’s withdrawal for the record.

If the applicant chooses to resubmit applications in the future, a new public hearing will be scheduled and notice provided in accordance with Municipal Code Sec. 16-3-160 and Sec. 16-4-60.

ALTERNATIVES/OPTIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends closing the continued public hearing via the suggested motion:

Suggested Motion:

I move to close the continued public hearing on the Grand Meadow Planned Unit Development and Preliminary Plat applications originally opened at the regular meeting of the Board of Trustees on August 8, 2022, due to applicant’s withdrawal of the applications and no further action requested from the Board.