



TOWN OF ELIZABETH

TOWN OF ELIZABETH

BUDGET WORKSHOP
Tuesday, August 13, 2024, at 5:00 PM

BOARD OF TRUSTEES REGULAR MEETING **UPDATED 8/12/24**
Tuesday, August 13, 2024, at 7:00 PM
Town Hall, 151 S. Banner Street

Conferencing Access Information: This is viewing-only access.

<https://us02web.zoom.us/j/84536438195?pwd=428cKlMB9g45PYX6bEr0zdnE7hdBEX.1>

Join via phone at 1 669 900 9128 **Meeting ID:** 845 3643 8195

Meeting Passcode: 205292

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

This is a meeting of the Board of Trustees held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Board. Your comments will be limited to 3 minutes. The Board of Trustees may not respond to your comments during this meeting. Rather, they may take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Board Members, Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Mayor will direct Staff to have a response at the next regularly scheduled Board meeting.

AGENDA CHANGES

CONSENT AGENDA

1. Minutes of the Regular Meeting of July 23, 2024
2. Minutes of the Special Meeting of August 7, 2024

NEW BUSINESS

3. Discussion and possible action on Resolution 24R31, a Resolution updating the Code of conduct for Elected Officials to include the protection of students' personal identifying information – Patrick Davidson

- [4.](#) Discussion and possible action on Resolution 24R32, a Resolution approving the Intergovernmental Agreement between the Town and the Elbert County Clerk and Recorder – Michelle Oeser
- [5.](#) Discussion and possible action on Resolution 24R33, a Resolution approving the Trade Contractor agreement with Triple M Construction, LLC for the Main Street Streetscape project in an amount not to exceed \$2,915,834.00– Zach Higgins
- [6.](#) Discussion and possible action on Resolution 24R34, a Resolution approving the agreement for Professional Services between the Town and Core Consultants, Inc. for the construction administration of the Main Street Streetscape/widening project– Zach Higgins
- [7.](#) Discussion and possible action on canceling the December 24, 2024, Regular Board Meeting - Michelle Oeser

MANAGEMENT MONITORING REPORTS

- [8.](#) Management Monitoring Reports

BOARD OF TRUSTEES REPORTS

9. Board Reports

MINUTES

- [10.](#) Minutes of the Historic Advisory Board Regular Meeting of July 1, 2024
- [11.](#) Minutes of the Planning Commission Regular Meeting of July 2, 2024

EXECUTIVE SESSION

12. To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. 24-6-402(4)(e), regarding 889 South Elizabeth Street, located in unincorporated Elbert County, and the subject of Resolution 24R30.
13. To consider the purchase, acquisition, lease, transfer, or sale of real, personal, or other property, pursuant to C.R.S. 24-6-402(4)(a) regarding possible site location(s) for the Elizabeth Community and Senior Activity Center.

ADJOURNMENT

MEETING PROTOCOL AND STANDARDS OF CONDUCT

Public Participation

Public comment is encouraged and will be listed as an agenda item at every regular Board meeting.

Each individual wishing to be heard during the public comment period will be given up to three (3) minutes to make a comment.

The public comment period will not be used to make political endorsements or for political campaign purposes.

Questions from the Board will be for clarification purposes only. Public comment will not be used as a time for problem solving or reacting to comments made but, rather, for listening to the comments of citizens without taking any formal action.

The Board may direct the Town Administrator to provide information requested by a speaker during the public comment period.

Speakers are not allowed to make belligerent, accusatory, impertinent, slanderous, threatening, abusive, or disparaging comments.

The Mayor may elect to defer public comment on a specific issue that appears on the regular agenda until that specific item is addressed.

The Mayor may call for order when sidebar conversations occur in the audience. Those conversations are distracting from the Board addressing the topics at hand.

Members of the public who do not follow proper conduct after a warning in a public meeting may be barred from further participation at that meeting or removed from the Board Chambers pursuant to the Elizabeth Municipal Code and Colorado Revised Statutes.



TOWN OF ELIZABETH

BOARD OF TRUSTEES

BOARD OF TRUSTEES – RECORD OF PROCEEDINGS

July 23, 2024

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, July 23, 2024, at 7:02 PM by Mayor Tammy Payne.

ROLL CALL

Present were Mayor Tammy Payne, and Trustees Loren Einspahr, Joe Belongia, and Marianne Mayer-Opl. Mayor Pro Tem Linda Secrist, and Trustees Barb McGinn and Michael Schroder were absent. There was a quorum to do business.

Also present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, Community Development Director Zach Higgins, Public Works Director Mike DeVol, Assistant Public Works Director James McErnie, Police Chief Jeff Engel, and Town Attorney Corey Hoffmann.

PLEDGE OF ALLEGIANCE

Mayor Payne led the Board in the Pledge of Allegiance.

PUBLIC COMMENT

Angela Ternus – Town of Elizabeth Resident.

Don Means – Elbert County Resident, Town of Elizabeth Business Owner.

Tracy Hutchins – Town of Elizabeth Resident.

AGENDA CHANGES

No agenda changes from Administration.

No agenda changes by the Board.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of July 9, 2024

Motion by Trustee Einspahr, seconded by Trustee Belongia, to accept the Consent Agenda with correction.

The vote of those Trustees present was 4 in favor and 0 opposed. The motion passed unanimously.



TOWN OF ELIZABETH

BOARD OF TRUSTEES

NEW BUSINESS

2. Discussion and possible action on the naming of the Bret Wade Memorial Park (Referral from the Naming and Memorial Committee)

Mr. Davidson provided a Staff report. Mrs. Devin Wade spoke to the Board.

Motion by Trustee Belongia, seconded by Trustee Mayer-Opl, to approve the naming of the Bret Wade Memorial Park.

The vote of those Trustees present was 4 in favor and 0 opposed. The motion passed unanimously.

3. Discussion regarding Main Street Streetscape Construction Bids

Mr. Higgins and Mr. Davis provided Staff reports. Discussion followed between the Board and Staff.

MANAGEMENT REPORTS

- Town Administrator Patrick Davidson did not have anything to add to his written report.
- Chief of Police Jeff Engel:
 - Reviewed the 4-year analysis report provided to the Board at the previous meeting.
- Community Development Director Zach Higgins.
 - Discussed the upcoming Friday Night Market.
 - Discussed the last Neighborhood Block Party Event on July 31st.
- Public Works Director Mike DeVol:
 - Let the Board know that both newly maintained water storage tanks are filled and are in the testing process.
 - The jetting and taking pictures of sewer lines are almost completed.
 - Asphalt patching on Evans St. will begin on Thursday.
 - Discussion on additional asphalt projects planned in Town.
 - Warranty work repaving is being done on some settled areas of newly paved streets.
- Town Clerk Michelle Oeser:
 - Let the Board know that the caboose has been delivered and Public Works is in the process of assembling and painting it.

BOARD OF TRUSTEE REPORTS

- Ward 3 – Trustee Belongia:



TOWN OF ELIZABETH

BOARD OF TRUSTEES

- The Ice Cream Social in Ward 3 last week was great. The event was well attended.
- Mayor Payne said people liked getting all the flyers and the information provided during the Block Parties.
- Ward 2 – Trustee Einspahr:
 - Happy to see the Bret Wade Park memorial being approved.
- Mayor Payne:
 - Discussed the Jeans and Jewel Gala Event and a request for a contribution.

MINUTES

6. Minutes of the Main Street Board of Directors June 10, 2024

EXECUTIVE SESSION

Motion by Mayor Payne, seconded by Trustee Belongia, to adjourn the Regular Meeting at 7:45 p.m. and enter into an Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. 24-6-402(4)(e), regarding 349 E. Broadway Street, Elizabeth, and the subject of Ordinance 24-09; to consider the purchase, acquisition, lease, transfer, or sale of real, personal, or other property, pursuant to C.R.S. 24-6-402(4)(a) regarding possible site location(s) for the Elizabeth Community and Senior Activity Center; and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. 24-6-402(4)(e), regarding 889 South Elizabeth Street, located in unincorporated Elbert County, and the subject of Resolution 24R30.

The vote of those Trustees present was unanimously in favor. Motion carried.

Motion by Trustee Belongia, seconded by Trustee Einspahr, to adjourn the Executive Session and return to the Regular Meeting at 9:10 p.m.

The vote of those Trustees present was unanimously in favor. Motion carried.

ADJOURNMENT

Motion by Trustee Belongia, seconded by Trustee Einspahr, to adjourn the meeting at 9:11 p.m. The vote of those Trustees present was unanimously in favor. Motion carried.

Mayor Tammy Payne

Town Clerk Michelle Oeser



TOWN OF ELIZABETH

BOARD OF TRUSTEES

BOARD OF TRUSTEES – RECORD OF PROCEEDINGS

August 7, 2024

CALL TO ORDER

The Special Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, August 7, 2024, at 5:30 p.m. by Mayor Tammy Payne.

ROLL CALL

Present were Mayor Tammy Payne, and Trustees Loren Einspahr, Joe Belongia, Marianne Mayer-Opl, and Michael Schroder. Mayor Pro Tem Linda Secrist and Trustee Barb McGinn were absent. There was a quorum to do business.

Also present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, Public Works Director Mike DeVol, and Community Development Director Zach Higgins.

EXECUTIVE SESSION

Motion by Mayor Payne, seconded by Trustee Schroder, to adjourn the Regular Meeting at 5:31 p.m. and enter into an Executive Session to consider the purchase, acquisition, lease, transfer, or sale of real, personal, or other property, pursuant to C.R.S. 24-6-402(a)(4) regarding possible site location(s) for the Elizabeth Community and Senior Activity Center.

The vote of those Trustees present was unanimously in favor. Motion carried.

Motion by Mayor Payne, seconded by Trustee Einspahr, to adjourn the Executive Session and return to the Regular Meeting at 7:02 p.m.

The vote of those Trustees present was unanimously in favor. Motion carried.

ADJOURNMENT

Motion by Trustee Belongia, seconded by Trustee Einspahr, to adjourn the meeting at 7:02 p.m. The vote of those Trustees present was unanimously in favor. Motion carried.

Mayor Tammy Payne

Town Clerk Michelle Oeser



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 13, 2024
SUBJECT: Update to Code of Conduct for Elected Officials

BACKGROUND

The Board of Trustees have previously approved a Code of Conduct for Elected Officials which sets forth the standards and expectations regarding the role of elected officials and members of the public, staff, and others. In an era in which personal identifying information (“PPI”) may be used for improper purposes, it is important that such information be protected. It is even more essential when dealing with student volunteers, interns, and student liaisons who may be in danger of unwanted and unauthorized contact from the public.¹

As a result, the Town Attorney and Town Administrator strongly recommend that the attached resolution and supplement be considered for approval by the Board. Quite simply, the proposed language allows for the release of PPI for students, volunteering with the Town of Elizabeth, only under controlled conditions.

ANALYSIS

In summary, the Town has an affirmative obligation to protect sensitive information for students working with the Town. This includes personal phone numbers, email addresses, home addresses, social media accounts, application materials, and anything else not directly related to the work being performed for the Town. In addition to the ethical responsibility involved in protecting student volunteers, additional protections are afforded the student under both the Fourth Amendment to the US Constitution as well as the Equal Protection Clause.

STAFF RECOMMENDATION

Staff recommends the Board consider the proposed “Supplement Number 1” to the Town of Elizabeth Code of Conduct for Elected Officials.

ATTACHMENTS

Resolution 24R31, A Resolution Updating the Code of Conduct for Elected Officials to Include Protection of Students’ Personal Identifying Information

¹ Similar revisions will be made to the Town of Elizabeth Employee Handbook.

RESOLUTION 24R31

A RESOLUTION UPDATING THE CODE OF CONDUCT FOR ELECTED OFFICIALS TO INCLUDE PROTECTION OF STUDENTS' PERSONAL IDENTIFYING INFORMATION

WHEREAS, the Elizabeth Board of Trustees have previously approved a Town of Elizabeth Code of Conduct for Elected Officials, which included policies, directives, and conditions relative to the work to be performed by the Board, and the relationship of individual elected officials to others within the community; and

WHEREAS the Town of Elizabeth makes use of Student Volunteers, Student Interns, and Student Liaisons to not only assist Town Staff and the Board of Trustees, but also allow students to gain knowledge of the workings of public government; and

WHEREAS best practices requires the establishment of specific policies to ensure the protection of a students' personal identifying information, including phone numbers, email addresses, social media accounts, applications, and related personal information; and

WHEREAS it is the responsibility of the Board of Trustees to establish a policy for the protection of student information and student personal identifying information.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

SECTION 1. The Board of Trustees hereby adopts Supplement Number 1, attached hereto as Exhibit A, and otherwise entitled Board Conduct with Student Volunteers, Interns, and Student Liaisons.

PASSED, APPROVED, and ADOPTED this ____ day of August 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of ____ in favor of the Resolution and ____ voting against.

Tammy Payne, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

SUPPLEMENT NUMBER 1
TOWN OF ELIZABETH
CODE OF CONDUCT FOR ELECTED OFFICIALS
(2020 Edition)

Board Conduct with Student Volunteers, Interns, and Student Liaisons

Student volunteers, interns, and student liaisons provide valuable services to the Town of Elizabeth, as well as gain valuable knowledge of the workings of public government. Through the course of their work for the Town of Elizabeth, they are required to release certain information, such as telephone numbers and email addresses that are private, and for which the Town must ensure such privacy. These students are entitled to not only their constitutional right to privacy from government intrusion, but the privacy of their information is also the responsibility of the Town to protect. The Board of Trustees seeks to limit the disclosure of personal identifying information (PII) through the following means:

Protection of Personal Identifying Information. Information such as personal phone numbers, email addresses, the students' home addresses, social media accounts, application materials, and anything else not directly related to the work the students are performing at the Town should be kept private in the students' personnel files and should only be accessible by the administrator of the Student Liaison or Student Internship programs.

Contact Between the Students, Town Staff, and Town Board of Trustees. All contact between the students and Town Staff, as well as with the Board of Trustees, shall take place exclusively through official Town channels unless contact via other means is absolutely necessary for the health and safety of the student, or if initiated by the student. Even then, the Staff member of the Trustee in possession of PII should protect it to the greatest extent possible.

Disclosure of Personal Identifying Information. Students' PII shall not be shared between Town Staff members, or between Town Staff and the Board of Trustees, unless necessary for execution of the Student Liaison and Student Internship programs or when absolutely necessary to protect the health and safety of the student.



TOWN OF ELIZABETH

MICHELLE M. OESER TOWN CLERK / ADMINISTRATIVE SERVICES DIRECTOR

TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: August 13, 2024
SUBJECT: Intergovernmental Agreement

SUMMARY

The attached agreement is an Intergovernmental agreement between the Town and Elbert County. The agreement references the responsibilities of both the Town and Elbert County for the 2024 coordinated election.

The agreement includes the County Elections Department's responsibilities as well as the Town's responsibilities.

The attached agreement has been approved to form by the town attorney.

ATTACHMENT

Resolution 24R32
Intergovernmental Agreement

RESOLUTION 24R32

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND THE ELBERT COUNTY CLERK AND RECORDER

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. The Intergovernmental Agreement between the Town and the Elbert County Clerk and Recorder regarding the Conduct and Administration of the Voter Service and Polling Center (VSPC) for the November 5, 2024, General Election attached hereto as **Exhibit A** is hereby approved by the Board of Trustees of the Town of Elizabeth, and the Mayor is authorized to execute same on behalf of the Town.

Section 2. The Town hereby designates Town Clerk Michelle M. Oeser as the Designated Election Official (DEO) of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN
ELBERT COUNTY CLERK AND RECORDER
AND
TOWN OF ELIZABETH
Regarding the Conduct and Administration of the

NOVEMBER 5, 2024
GENERAL ELECTION

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between **THE ELBERT COUNTY CLERK AND RECORDER** ("CEO") and Town of Elizabeth ("DEO"), collectively referred to as the "Parties" for the administration of their respective duties concerning the conduct of the November 5, 2024, General Election ("Election").

DEFINITIONS:

- ❖ **"Coordinated Election Official", ("CEO")** - The Elbert County Clerk and Recorder as referenced in C.R.S. § 1- 7-116(1)(a) will conduct the election for the Town of Elizabeth ("DEO").
- ❖ **"Colorado Election Code" or "Code"** - any part of the Uniform Election Code of 1992 Title 1, C.R.S.), the Colorado Local Government Election Code (Article 13.5 of Title 1, C.R.S.) or any other Title of C.R.S. governing participating jurisdictions's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- ❖ **"Coordinated Election"** - an election where more than one jurisdiction with overlapping boundaries or the same electors hold an election on the same day and the eligible electors are all registered electors, and the County Clerk and Recorder is the Coordinated Election Official for the jurisdictions.
- ❖ **"Designated Election Official" ("DEO")** - person identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Person (defined below), and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction.
- ❖ **"IGA" or "Agreement"** - Intergovernmental Agreement between the Elbert County Clerk and Recorder ("CEO") and the Jurisdiction ("DEO") for election coordination.
- ❖ **"Jurisdiction"** - those Jurisdictions or local governments participating in the Coordinated Election under the terms of this Agreement.
- ❖ **"Mail Ballot Packet"** - the packet of information provided by the County Clerk to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, a secrecy sleeve, and a return envelope. C.R.S. § 1-7.5- 103(5).

- ❖ **"SOS"** - the State of Colorado Secretary of State.
- ❖ **"SOS Election Calendar"** - the most recent election calendar as published on the SOS website located at www.sos.state.co.us.

ARTICLE ONE PURPOSE AND GENERAL MATTERS

GOAL: The purpose of this Agreement is to define the tasks to be completed by the County Clerk and Recorder and the Jurisdiction to conduct the election.

TERM: This Agreement begins as of the date of the last party's execution of this Agreement and continues through the official certification of the November 5, 2024, General Election.

ARTICLE TWO DUTIES OF THE COUNTY

CONTACT PERSON: The County Clerk designates Rhonda Braun, or her designee, as the primary contact for the Jurisdiction. The contact person will act under the authority of the County Clerk and will have the primary responsibility for the coordination of the election with the Jurisdiction and completion of procedures assigned to the County Clerk. Nothing in this agreement will be interpreted to relieve the County Clerk or the Jurisdiction from their official responsibilities for the conduct of the election.

Primary Contact: Rhonda Braun
303-621-3127
elections@elbertcounty-co.gov

THE DUTIES OF THE COUNTY CLERK AND RECORDER ("CEO") ARE TO:

- Conduct the election for the Jurisdiction in accordance with the Code and Rules
- Facilitate voter registration
- Publish notice of election as required by C.R.S. § 1-5-205
- Prepare ballots as certified by the DEO
- Provide ballot printing layouts and text for proofreading and for signature approval by the DEO
- Certify the ballot content to the printer
- Assign numbering of ballot issue and/or ballot question
- Provide voter lists upon request of the DEO to check signatures on candidate petitions and Property Owner verification - \$25 per list plus \$5 USB

- File the proposed election plan with the Secretary of State as required by C.R.S. §1-7.5-105 (1)
- Appoint, compensate, instruct and oversee election judges, the Board of Canvassers, and any additional election staff
- Provide all necessary equipment, forms and personnel to conduct the election, including the County's electronic vote counting equipment
- Provide personnel to participate in the ballot counting procedures and all other necessary services for any recount
- Conduct three tests on all electronic voting equipment in accordance with C.R.S. § 1-7-509(1)(b) and Secretary of State, including a hardware test, public logic and accuracy test prior to the voting period , and a post-election test
- Publish notice of public voting equipment testing before voting begins
- Prepare and mail all Mail Ballot Packets as required by C.R.S. § 1-7.5-107 and § 1-8.3-110
- Conduct and oversee the process of counting the ballots and reporting the results by precinct
- Store all election records for a minimum of twenty-five (25) months as required by the Code
- Determine the order of the ballot and the order of the Ballot Issue Notice in the order of final ballot certification on a first received basis
- Establish precincts, voter service and polling centers, and ballot drop-off locations as required by law

ARTICLE THREE RESPONSIBILITIES OF THE JURISDICTION

The Jurisdiction understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Jurisdiction outside the terms of this IGA. The Jurisdiction further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Jurisdiction.

The Jurisdiction understands and agrees that any ballot content submitted to the County Clerk after the certification date may result in their candidates, issues or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate. The Jurisdiction is solely responsible for the content of any ballot issue and/or ballot question, including the title and summary of any

ballot issue and/or ballot question. The County Clerk may provide proofreading assistance (i.e. technical, grammatical, or syntactic proofing) but under no circumstance shall the County Clerk be responsible for the content.

DESIGNATED ELECTION OFFICIAL: The Jurisdiction designates the following as the DEO for the Jurisdiction to act as the primary liaison between the County Clerk and the Jurisdiction with primary responsibility for the election procedures to be handled by the Jurisdiction.

NAME: _____

THE DUTIES OF THE DESIGNATED ELECTION OFFICIAL (DEO) ARE TO:

- Provide the County Clerk with emergency contact numbers to be reached before and after normal office hours and on Election Day from 7:00 a.m. until the counting of the ballots is completed.
- Provide the County Clerk with a copy of the ordinance or resolution stating that the Jurisdiction will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement. **The ordinance or resolution will also authorize the DEO of the Jurisdiction or other designated person to execute this Agreement.**
- Perform all responsibilities required to certify any candidate, including write-in candidates, and/or initiative petition(s) to the ballot. Petitions for nominations must be made available through the office of the DEO for the Jurisdiction.
- Inform all candidates running for office that the candidates must comply with Campaign Finance requirements (Article XXVIII of the Colorado Constitution, and Title 1, Article 45, C.R.S). A good resource for candidates is the Colorado Campaign and Political Finance Manual, which can be found at: <http://tracer.sos.colorado.gov/PublicSite/Homepage.aspx>.
- Verify signatures on all petitions.
- Verify the SCORE (Statewide Colorado Registration and Election) Street Address Library and confirm that the street listing is correct and accurate for the Jurisdiction. Only residential addresses within the Jurisdiction should be listed, not business or commercial addresses. Information will be used to identify eligible electors within the Jurisdiction.
- Certify the list of candidates, ballot issues and/or ballot questions and the titles and summaries of each ballot issue or question in the format as described in the attached "Format Information Page" to the County Clerk exactly as the list is to be printed on the ballot **no later than 5:00 P.M. on September 6, 2024.**

Certification is required electronically, which may include CD/USB or email.

➤ **Confirm that candidates:**

- Provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot as required by SOS Rule 4.6.2.
- Leave an audio recording of the candidate's name in the voice mail box **or** call the CEO at (303) 621-3122.
- Provide the preferred abbreviation of any candidate's name that exceeds 20 characters for reports and web page display only.

➤ Recognize that the numbering of a ballot issue and/or ballot question is the sole responsibility of the CEO.

➤ Proofread the layout and the text of the Jurisdiction's portion of the official ballots before authorizing in writing the printing of the ballots. Authorization must be made **WITHIN THREE HOURS** of the County Clerk's email or fax transmission to the DEO.

The expected date and time for this proofing will be before 5:00 p.m. on **Friday, September 13, 2024**. Should the DEO fail to contact the County Clerk within three hours of the County Clerk's email or fax transmission, the County Clerk will not be held responsible for any errors or omissions should they proceed with the printing of the ballots.

➤ Accommodate Property owners within the jurisdiction in the following ways:

- Provide property owner list to County Clerk for mailing of mail ballot packets. Participating Jurisdictions that are required to permit taxpaying electors as defined by C.R.S. § 32-1-103(5) to vote in their elections, must provide a list of those eligible electors to the County Clerk. The list must include eligible electors which **are** included on the Assessor's property owner list and **are not** included on the registered voter list provided by the County Clerk.
- Verify that each of the eligible electors on their prepared list is registered to vote in the state of Colorado. This process may be accomplished by requesting access to the Voter Lookup website available on the Colorado Secretary of State's web site:
<https://www.sos.state.co.us>.
- Submit the list of eligible electors to the County Clerk no later than September 16, 2024, and include the voter's full name, mailing address, and Colorado Voter ID number.

➤ Prepare, and be solely responsible for, the language for the Notice for each ballot issue (TABOR notice) relating to Section 20, Article X of the Colorado Constitution.

(See Ballot Issue Notice Example Page)

- Accept and summarize Ballot Issue Pro/Con comments delivered to the Jurisdiction's DEO **by September 20, 2024.**
- Submit the Ballot Issue Notice in proper format to the CEO **by 5:00 p.m. September 23, 2024.**
- The County Clerk will determine the "least cost" method for mailing the Ballot Issue Notice package.
- It is the Jurisdiction's responsibility to coordinate with all other counties if district boundaries extend beyond Elbert County.

ARTICLE FOUR COSTS

THE JURISDICTION AGREES THAT:

- Elbert County shall be the sole determiner as to whether legal counsel outside of the Elbert County Attorney's office is required or warranted to bring or defend legal or administrative action as referenced in this Agreement.
- Legal costs shall include, but are not limited to any costs incurred by Elbert County to enforce a provision of this Agreement or to defend any legal or administrative action brought by a candidate or Jurisdiction as it relates to this Agreement or the November 5, 2024, General Election.
- The Jurisdiction agrees to pay their proportional share of the actual costs of the election within 30 days of date of billing. The proportional share will be based upon the number of active voters eligible to vote within each Jurisdiction involved in the election, the number of Jurisdictions participating, and the number of ballot issues and/or items to be included on the ballot for each Jurisdiction.
- The charge for voter lists requested by the Jurisdiction is \$25.00, plus \$5.00 per USB drive. This must be paid at the time the list is requested.
- The Jurisdiction will reimburse costs of a recount (C.R.S. § 1-10.5-101 and § 1-11-215) except for costs collected from an "interested party" (C.R.S. § 1-10.5-106) which will be collected by the entity conducting the recount.
- The Jurisdiction will submit a deposit of \$500 to the County Clerk at the time the ballot certification is submitted to the County Clerk but no later than 5:00 p.m. Friday, September 6, 2024. It is understood and agreed that the actual cost may be higher depending on questions presented to the Jurisdiction's electorate and the number of Jurisdictions that participate in the Coordinated Election.

ARTICLE FIVE CANCELLATION OF THE ELECTION

- In the event that the Jurisdiction resolves not to hold the election, then the Jurisdiction shall comply with the provisions of C.R.S. § 1-5-208.
- Notice of such resolution shall be immediately provided to the County Clerk.
- If Jurisdiction cancels after ballot certification date, September 6, 2024, the Jurisdiction will be responsible for their proportional share of the election.
- Provide notice by publication (as defined in the Code) of the cancellation of the election to be posted in the office of the County Clerk, in the office of the DEO, at the primary location of the Jurisdiction, and, if the Jurisdiction is a special district, in the office of the Division of Local Government.

ARTICLE SIX LIABILITY

The Jurisdiction agrees to indemnify, defend, and hold harmless the County to the extent permitted by law, from any and all loss, costs, demands or actions arising out of or related to any actions, errors or omissions of the Jurisdiction in completing its responsibilities relating to the November 5, 2024, General Election. Nothing in this provision will waive or otherwise limit the defense available to the Jurisdiction and the County under the Colorado Government Immunity Act. This Agreement shall not be construed to create any rights or benefits for any person who is not a party to this agreement.

ARTICLE SEVEN
MISCELLANEOUS

REQUIRED NOTICES: Any and all notices required to be given by the Parties by this Agreement are considered to have been received and to be effective:

- 1) three days after the documents have been mailed by certified mail, return receipt requested
- 2) immediately upon hand delivery
- 3) immediately upon receipt of confirmation that an email was received

To County: Elbert County Clerk and Recorder
 PO Box 990
 Kiowa, CO 80117
 elections@elbertcounty-co.gov

To Jurisdiction: Town of Elizabeth
 Attn: Michelle Oeser
 PO Box 159
 Elizabeth, CO 80107
 Email: moeser@townofelizabeth.com

AMENDMENT: This Agreement may be amended only in writing and in agreement by both parties.

INTEGRATION: The Parties acknowledge that this written Agreement, along with any attachments, constitutes the sole agreement between them, and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT: In the event that any provision of this Agreement conflicts with the Code, other statute, rule or valid prior resolution duly adopted by the Elbert County Board of County Commissioners, this Agreement will be modified to conform to such law, resolution or ordinance. No subsequent resolution or ordinance of the Board of County Commissioners or the governing body of the Jurisdiction shall impair the rights of the County Clerk or the Jurisdiction without the consent of the other party to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

COORDINATED ELECTION OFFICIAL:

By _____
Rhonda Braun, Elbert County Clerk and Recorder

Date _____

Town of Elizabeth

By _____
Michelle Oeser, DEO

By _____

Date _____

Date _____

ATTACHMENTS:

1. Address Library Verification Form & Address Library Report
2. DEO Contact Information
3. Format Information Page
4. Sample Candidate Ballot Layout
5. Appointment of Observer by Jurisdiction Form
6. SOS Election Calendar

Street Address Library – Verification Form

General Election, November 5, 2024

JURISDICTION NAME: _____

The street ranges identified on the attached Address Library Report represent all the addresses within your jurisdiction according to our current voter registration system. *The Elbert County Elections Office only maintains residential addresses – not business or commercial addresses.* We are sending you this report to confirm that our street listing is correct and accurate. Information will be used to identify eligible electors within the Jurisdiction.

Please verify that the attached report includes all residential addresses within your jurisdiction and does not contain invalid addresses. If there is an error, note it on the table below. If there are no errors, omissions, or corrections, indicate that on the form and return it to us.

Street Name	Dir.	Street Type	Low/High Range	Odd/Even	ZIP	Notes
<i>Example - Main</i>	E	St.	101/603	E	80117	

I _____, _____, have reviewed the attached
Address Library

(Printed Name)

(Title)

Report provided by the Elbert County Elections Office and I certify it to be a true and accurate description of the street ranges defining the boundaries of the _____
except for any errors, omissions, and/or exceptions noted. (Jurisdiction Name)

Signature

Date

DEO Contact Information (Clerk's office use only)

*Please Print or type

Jurisdiction: _____

Designated Election Official (DEO): _____

Fax Number: _____

Email Address: _____

Business Hours: _____

Telephone Numbers (during normal business hours):

Emergency Telephone Numbers (before and after normal business hours):

Election Day (telephone numbers from 7:00 a.m. Election Day to 12:00 a.m. the following day):

Certification Format Information Page

Ballot certification is required in electronic format:

- The electronic copy must be provided using Microsoft Word format. No PDF versions will be accepted.

The electronic copy may be on a CD/USB or emailed to elections@elbertcounty-co.gov. The electronic copy must be received at the Elbert County Elections Office located at 440 Comanche Street, PO Box 990, Kiowa, CO 80117 no later than 5:00 p.m. on September 6, 2024.

Important: Per Rule 4.5.2(e) – Ballot questions and issues are numbered or lettered in the order in which the measures are certified to the ballot by the DEO. Submissions are considered certified once electronic copy has been submitted to the County Clerk. The County Clerk will assign numbering of a ballot issue and/or ballot question on or after ballot certification date.

Electronic version: These requirements apply to the ballot content, as well as the Ballot Issue notice information. CD/USB or email using Microsoft Word is acceptable.

Spacing: All text must have single line spacing.

Text: For Ballot Issue Notice (tax issue), all ballot issue text must be typed in CAPITAL LETTERS.

Pro/Con statements must appear in upper and lower case. Ballot questions (non-tax issues) must be typed in mixed case.

Tables/Columns: Do not use columns or tables setting up files as these are difficult to reformat.

Audio Recording: If the ballot certification includes candidates, the DEO shall notify the candidate that the candidate is to email a recording of the correct pronunciation of the candidate's name to elections@elbertcounty-co.gov or call 303-621-3122 to leave an audio recording of the candidate's name in the voice mail box.

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Sample Candidate Ballot Layout

DISTRICT NAME HERE

Name of Office here

Length of Term here

(Vote for _____) *Put the maximum
number of candidates the voter can choose

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

SCHOOL DISTRICT NAME HERE

Name of the Office here

Length of Term here

(Vote for _____) *Put the maximum
number of candidates the voter can choose

_____ Candidate's name

_____ Candidate's name

_____ Candidate's name

**This page is provided for your reference. It may be removed prior to
returning the signed IGA to the Clerk and Recorder's office.**

Appointment of Observer by Jurisdiction for Public Logic and Accuracy Test of Voting Equipment (Optional)

Jurisdiction Name: _____

Designated Election Official (DEO): _____

Name of Observer Appointed: _____

Observer's Contact Telephone Numbers:

Signature of Designated Election Official

Date

Please return this page with the signed IGA if you choose to appoint an observer for the Public Logic and Accuracy testing of voting equipment.

Once the date of the Public Logic and Accuracy test has been set, the appointed observer will be notified. The date of the Public Logic and Accuracy test will be posted on the Elections webpage at <http://elbertcounty-co.gov/>.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Board of Trustees
FROM: Zach Higgins, AICP Community Development Director
DATE: August 13, 2024
SUBJECT: Main Street Streetscape Construction Contract, Resolution 24R33

SUMMARY

Staff is seeking the approval of Resolution 24R33, the Trade Contractor Agreement with Triple M Construction, LLC for the Main Street Streetscape Construction Project. The Town of Elizabeth intends to enter into a contract for construction of the Main Street Streetscape on 08/13/2024 with Triple M Construction. The Construction will include but is not limited to pavement demolition, new curb, gutter, sidewalk, amenity zone, parking areas, side street improvements, streetlights, paving, storm sewer, coordination, erosion control, planters, trees. The full Scope of work and Budget can be found in Exhibit A. The Schedule of Rates is outlined in Exhibit B.

Construction is expected to commence in September of 2024. The construction is anticipated to take six (6) months to complete both phases of the project. The Budget is noted as Not to Exceed (NTE) \$2,915,834.00.

Funding for this project is expected to come from a variety of sources, including \$1.25 million in DOLA and CDOT Grants, the capital improvement fund, and concrete street repair funds.

STAFF RECOMMENDATION

Staff recommends the approval of Resolution 24R34, the PSA with CORE Engineering to complete the Main Street Streetscape Construction Administration.

ATTACHMENT(S)

Resolution 24R34
Exhibit A – Trade Contractor Agreement
Exhibit B – Bid Tabulation with EOPC

RESOLUTION 24R33

A RESOLUTION APPROVING THE TRADE CONTRACTOR AGREEMENT WITH TRIPLE M CONSTRUCTION, LLC FOR THE MAIN STREET STREETScape PROJECT IN AN AMOUNT NOT TO EXCEED \$2,915,834.00

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. The Board of Trustees hereby approves the Trade Contractor Agreement with Triple M Construction, LLC for the Main Street Streetscape Project, attached hereto as **Exhibit A**, in the amount not to exceed \$2,915,834.00, and the Mayor is authorized to execute the same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

MAIN STREET STREETSCAPE FOR

Town of Elizabeth
ELIZABETH, COLORADO
PROJECT NO. 10-010-069

Prepared for:

Town of Elizabeth
151 S. Banner Street
Elizabeth, CO 80107
Phone: 303-646-4166

Prepared by:

CORE

CORE Consultants, Inc.
3473 South Broadway
Englewood, CO 80113
Contact: Tyler Vodopich, PE
TVodopich@liveyourcore.com
Phone: 303-703-4444
CORE Project Number: 10-010-069

June 12, 2024

SECTION 00020

INVITATION TO BID

The Town of Elizabeth (hereinafter called the "OWNER") will receive sealed Bids for the Main Street Streetscape (the "Project") at Elizabeth Town Hall, 151 S. Banner Street, Elizabeth, Colorado until 2:00 p.m. July 10, 2024. At such time, Bids received will be publicly opened and read aloud.

A description of the Work to be performed is -- Removal and replacement of existing curb and gutter, sidewalk, and a portion of the existing concrete pavement; installation of storm drain pipe, inlets, and manholes; construction of intersection bulb-outs and floating concrete curb extensions; and installation of landscaping, irrigation, and streetlighting infrastructure.

Bid Packages are available beginning June 13, 2024 online through Rocky Mountain E-Purchasing (<https://www.bidnetdirect.com/colorado>). Bidders must be licensed contractors in the State of Colorado. Bids will be received on a unit price basis including alternatives as described in the Bidding Documents for any section or combination of sections.

A **mandatory** Pre-Bid Conference will be held at the Elizabeth Town Hall at 2:00 p.m. on June 26, 2024. Bids will only be accepted by those bidders that have been recorded as having attended the pre bid conference.

Bids shall be made on the forms furnished by the OWNER and shall be enclosed in a sealed envelope and endorsed with the name of the Bidder in accordance with Section 00100, Part 16. A Bid Bond in an amount equal to ten percent (10%) of the total Bid amount will be required. The Bid Bond will be retained by OWNER as liquidated damages should the Successful Bidder fail to enter into a Contract with the OWNER in accordance with the Bid.

Bidders must supply a list of Subcontractors providing twenty-five percent (25%) or more in labor and/or materials to the Project. Attention is called to the fact that Bidders offer to assume the obligations and liabilities imposed by the Contract Documents. The Successful Bidder for the Project will be required to furnish a Performance Bond and a Labor and Materials Payment Bond in the full amount of the Contract Price in conformity with the requirements of the Contract Documents.

Bidders are hereby advised that the OWNER reserves the right to not award a Contract until sixty (60) days from the date of the opening of Bids, and Bidders expressly agree to keep their Bids open for the sixty (60) day time period. The OWNER intends to award the contract on July 23, 2024. OWNER reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsible, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidders' qualifications, including financial statements, and to accept the proposal that is in the opinion of the OWNER in its best interest. OWNER reserves the right to accept any combination of Bids which in OWNER's sole and absolute judgment will, under all circumstances, best serve the OWNER's interests. OWNER also reserves the right to extend the Bidding period by Addendum if it appears in its interest to do so.

Town of Elizabeth, Colorado

By: Zach Higgins, Community Development Director

END OF SECTION

SECTION 00100

INSTRUCTION TO BIDDERS

PART 1 DEFINED TERMS

- 1.01 The term "Successful Bidder" means the lowest, qualified, responsive and responsible Bidder as determined by Owner in its sole discretion and to whom Owner determines (on the basis of Owner's evaluation as hereinafter provided) to make an award.

PART 2 COPIES OF CONTRACT DOCUMENTS

- 2.01 Complete copies of the Drawings and Project Specifications for use in preparing Bids may be obtained from the Engineer or at Elizabeth Town Hall, at the addresses listed previously and through BidNet Direct (bidnetdirect.com). All payments for Bidding Documents are non-refundable. Checks should be made payable to the Town of Elizabeth.
- 2.02 No partial sets of Bidding Documents will be issued. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owners and Engineer will make copies of Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work only and do not confer a license or grant for any other use.

PART 3 QUALIFICATIONS OF BIDDERS

- 3.01 Each Bidder must completely fill out the enclosed Bidders Qualification Statement as part of the submitted bid and must be prepared to submit written evidence of its qualifications to perform the Work as set forth in Part 17 of these Instructions to Bidders. Bidders may be required to submit evidence that they have a practical knowledge of the particular Work Bid upon, and that they have the financial resources to complete the proposed Work. In determining the Bidder's qualifications, the following factors will be considered: work previously completed by the Bidders and whether the Bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the Work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the Work, and (d) has appropriate technical experience. Each Bidder may be required to show that it has handled former work so that no just claims are pending against such work. No Bid will be accepted from a Bidder who is engaged in any work which would impair its ability to perform or finance this work. The Bidder shall include a construction schedule prepared by the Bidder for a recent construction project awarded to and undertaken by the Bidder to indicate the Bidder's technical experience.
- 3.02 *Each Bid must contain evidence of Bidder's qualification to do business in the State of Colorado. The Bidder shall include an initial Project schedule which shall consist of an overview of the installation and construction of the Project, showing the units of all materials required to be installed against time elapsed from the Notice to Proceed. An award to any Bidder shall not constitute an approval by the Owner or the Engineer of this Project schedule.*

PART 4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.01 Before submitting a Bid, each Bidder represents that it has (a) examined the Contract Documents thoroughly; (b) visited the Site to familiarize itself with local conditions that may in any manner affect cost, progress or performance of the Work (c) familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) studied and carefully correlated Bidder's observations with the Contract Documents.
- 4.02 Blank

- 4.03 On request, Owner will provide access to the Site for each Bidder to conduct such investigations and tests as each Bidder deems necessary for submission of its Bid.
- 4.04 The lands upon which the Work is to be performed, right-of-way for access thereto, and other lands designated for use by Contractor in performing the Work, are identified in the Conditions of Contract or Drawings.
- 4.05 Blank
- 4.06 The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. Bidder further acknowledges that it shall provide the performance required by the Contract Documents and that which can be reasonably inferred therefrom.
- 4.07 Bidder acknowledges that the Contract Documents are complementary and what is required by one shall be as binding as if required by all.

PART 5 INTERPRETATIONS

- 5.01 All questions about the meaning or intent of the Contract Documents are to be submitted to Engineer in writing. Replies will be issued by Addenda. Questions received less than two (2) days prior to the date of opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretation or clarifications will be without legal effect. Addenda will be mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. No Addenda will be issued later than two (2) days prior to the date for receipt of Bids except an Addendum, if necessary, postponing the date for receipt of Bids or withdrawing the request for Bids.
- 5.02 All Addenda to the Contract Documents shall be properly acknowledged by Bidder in the space provided on the Bid Form.

PART 6 PRE-BID CONFERENCE

- 6.01 This project will include a mandatory Pre-Bid Conference, which will be held at the Town of Elizabeth Town Hall at 2:00 p.m. Mountain Time on June 26, 2024. Bids will only be accepted by those bidders that have been recorded as having attended the pre-bid conference.

PART 7 BASIS OF BIDS

- 7.01 The Bidder shall submit bids for all contract alternates, if any, listed on the Bid Form, as required by the Bid Form.

PART 8 BID SECURITY

- 8.01 Bid Security shall be made payable to the Owner, in an amount of ten percent (10%) of the Bidder's maximum Bid Price, including alternates, if any, and in the form of a Cashier's Check or a Bid Bond on the form attached issued by a surety meeting the requirements of the General Conditions.
- 8.02 *The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the notice of award, or in the event the Successful Bidder fails to pay to Owner the difference not to exceed the sum between such Bid and such larger amount for which Owner may in good faith contract With another party to perform the Work covered by such Bid, then Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited, The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of Agreement" (which term is defined in the General Conditions) or the Sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven (7)*

days of the Contract award. In the event of conflicts between the terms of the Bid Bond contained in Section 00410 and this Part 8, Section 00410 shall prevail.

PART 9 CONTRACT TIME

- 9.01 The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

PART 10 LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages are set forth in the Agreement.

PART 11 SUBSTITUTE MATERIALS AND EQUIPMENT

- 11.01 *The Contract, if awarded, will be executed with the Successful Bidder on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement".*

PART 12 SUBCONTRACTORS

- 12.01 The Bid Form requires that Bidder identify certain Subcontractors and other persons and organizations as part of the Bid. The apparent Successful Bidder must make submittals in accordance with Part 17. Any other Bidder so requested, shall, within seven (7) days after the date of the Bid opening, submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by a written statement of qualifications including financial data, a summary of previous experience, previous commitments and evidence of authority to conduct business in the jurisdiction where the Project is to be located. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, either may (before giving the Notice of Award) require the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but declining to make any such substitution will not constitute grounds for sacrificing Bid Security by such Bidder. Any Subcontractor, other person or organization so listed and to who Owner or Engineer does not make written objection prior to the giving of the Notice of Award, will be deemed acceptable to Owner and Engineer.
- 12.02 No Contractor shall be required to employ any Subcontractor, other person, or organization with respect to whom the Bidder has reasonable objection.

PART 13 BID FORM

- 13.01 One copy of the Bid Form is included herewith; additional copies and digital copies may be obtained from Engineer.
- 13.02 The Bidder shall submit a completed Bid Form, filled out in ink or by typewriter. Bid prices must be stated in words or numerals, or both, as required on the bid form. In case of a conflict between the words and numerals, the words will take precedence.
- 13.03 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the

signature.

- 13.05 Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.
- 13.06 The names of all persons signing Bids must also be legibly printed or typed below the signature. A Bid by a person who affixes to his signature the word "president," "secretary," "agent," or other designation without disclosing the principal may be held to be the Bid of the individual signing. Evidence of the authority of the person Signing shall be furnished.
- 13.07 The full name of each person or company interested in the Bid shall be listed on the Bid Form.
- 13.08 The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be inserted on the Bid Form.
- 13.09 No alterations in Bids, or in the printed forms therefor, by erasures, interpolation, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Owner may required the Bidder to identify any alteration so initialed. No alteration in any Bid, or in the form on which it is submitted, shall be made after the Bid has been submitted.
- 13.10 The address to which communications regarding the Bid are to be directed must be shown.

PART 14 SUBCONTRACTORS' LISTING

- 14.04 Each Bidder shall list on the form provided, the name and the address of each Subcontractor who will perform work or labor in an amount in excess of twenty five percent (25%), or render service to the Bidder in or about the Work. Each Bidder shall also list on the form provided, the name and the address of each licensed Subcontractor who, under subcontract to the Bidder, specifically fabricates and installs a portion of the Work, in an amount in excess of twenty five percent (25%), describing the portion of the Work which will be performed by such Subcontractor.

PART 15 EQUIPMENT SUPPLIER LISTING

- 15.01 Each Bidder shall list on the form provided the name of the manufacturers or suppliers of the items of equipment and systems listed on the form which it proposes to furnish. Upon the award of a contract, the named equipment shall be furnished. Substitutions will be permitted only if named equipment does not meet the specifications or the manufacturer is unable to meet delivery requirements of the construction schedule.
- 15.02 Preliminary acceptance of equipment listed by manufacturers name shall not in any way constitute a waiver of the specifications covering such equipment; final acceptance will be based on full conformity with the specifications covering the equipment
- 15.03 Failure to furnish all information requested may be cause for rejection of the Bids.

PART 16 SUBMISSION OF BIDS

- 16.01 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque, sealed envelope addressed to Owner and identified on the outside with the Bidder's name and address and with the name of the project.
- 16.02 Each Bid shall be accompanied by the Bid Security and other required documents.
- 16.03 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
- 16.04 Bids shall be deposited in the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or the modified time and date indicated by addendum. Bids received after the time

and date for receipt of Bids may be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

- 16.05 Oral, telephone, or telegraph Bids are invalid and will not receive consideration. No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

PART 17 POST BID/PRE AWARD SUBMITTALS

- 17.01 The low Bidder identified by Owner must submit the following information by hand delivery to Engineer by 2:00 P.M. on the day following the Bid opening:

- A. List of a minimum of five recent similar projects the Contractor has performed.
- B. Copy of the most recent financial statement of the Bidder.
- C. Copies of the most recent financial statements of all listed Subcontractors included in the Bid submittal.
- D. List of Project Managers and Superintendents to be used on this project for the Bidder and all listed Subcontractors. Provide resumes and recent projects for all of the *above*.
- E. Names and telephone numbers of a minimum of five references on similar work for the Bidder and all listed Subcontractors.
- F. Names, relevant experience, and position of individual who will perform Site surveying if not a licensed Surveyor.
- G. License number of Bidder and all listed Subcontractors.

- 17.02 The above information must be available at the time and place indicated to be considered in further evaluation, and therefore, all Bidders are recommended to compile this data prior to submitting its Bid.

PART 18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.01 Bids submitted early may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of the Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids; the notice shall be so worded as not to reveal the amount of original or modified Bid Price. Bids may also be modified or withdrawn in person by the Bidder or an authorized representative provided he can prove his identity and authority. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

- 18.02 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, the Bidder will be disqualified from further Bidding on the Work. No right to claim mistake shall exist for Bidder following this twenty-four (24) hour period.

PART 19 OPENING OF BIDS

- 19.01 Bids will be opened publicly and read aloud.

PART 20 BIDS TO REMAIN OPEN

- 20.01 All Bids shall remain open for sixty (60) days after the date of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

PART 21 AWARD OF CONTRACT

- 21.01 Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, nonresponsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that is in the opinion of the Owner in its best interest. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 21.02 In evaluating Bids, Owner may consider the qualifications of the Bidders and whether or not the Bids comply with the prescribed requirements and alternates (if any are accepted) in the order in which they are listed on the Bid form, but Owner may accept alternates in any order or combination.
- 21.03 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 21.04 Owner may conduct such Investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, the proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 21.05 Owner reserves the right to reject the Bid of any Bidder who does not pass any evaluation to Owner's satisfaction within the prescribed time. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the date of the Bid opening.

PART 22 BONDS AND INSURANCE

- 22.01 *The General Conditions set forth the Owner's requirements for a Performance Bond and Labor and Materials Payment Bond and the insurance requirements. When the Successful Bidder delivers the copies of the executed Agreement to Owner, It shall be accompanied by the required bonds, certificates of insurance on ACORD Form 27 and copies of the applicable insurance policies.*

PART 23 TAXES

- 23.01 OWNER is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price.

END OF SECTION

CONTRACT DOCUMENTS

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

TOWN OF ELIZABETH
MAIN STREET STREETScape

CONTRACT IDENTIFICATION NUMBER:

THIS BID IS SUBMITTED TO:

Town of Elizabeth
151 S. Banner St.
Elizabeth, CO 80107

THE UNDERSIGNED BIDDER, having familiarized itself with the work required by the Contract Documents, the Site where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied itself of the expense and difficulties attending performance of the Work.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement in the form attached, to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the following Bid prices (Contractor must submit on Base Bid and Bid Alternates, if any, to be considered).

- A. The undersigned Bidder agrees to furnish the required Bonds, certificates of insurance on ACORD Form 27, and copies of applicable insurance policies and enter into Agreement within TEN (10) days after acceptance of this Bid, and further agrees to complete all work covered by the Bid, in accordance with specified requirements and in accordance with the following schedule:

Notice of Award: July 23, 2024

Substantial Completion: May 1, 2025

Final Completion: June 1, 2025

- B. LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Seven Hundred Fifty Dollars (\$750) for each day past substantial completion.
- C. BID SECURITY. Enclosed herewith is the required Bid Security, in the form of Cashier's Check/Bid Bond (strike one), in the amount of _____ Dollars (\$ _____) which the undersigned Bidder agrees is to be forfeited to and become the property of owner, as liquidated damages, in connection with the Bid Security, should this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or should Bidder fail to enter such agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid, but otherwise the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on ACORD Form 27 and copies of applicable insurance policies.
- D. BID REJECTION. In submitting this Bid it is understood that Owner reserves the right to reject any and all

Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

E. **BID IS GENUINE.** The undersigned Bidder hereby certifies (a) that this Bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid; (c) that Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

F. **EQUIPMENT RENTAL** Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

G. **INTERESTED PARTIES.** The full names and addresses of parties interested in this Bid as principals are as follows:

H. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that BIDDER has examined copies of all the Bidding Documents.

I. BIDDER will complete the work, as defined by OWNER to include all phases and schedules, for the following prices (attach additional sheets if necessary):

J. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

K. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security

(b) A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid

(c) Required Bidders Qualification Statement with supporting data

SUBMITTED ON _____, 20____

If BIDDER is:

An Individual

By _____
(SEAL)

(Individual's Name)

doing business as _____

Business address:

Phone No.: _____

A Partnership

By _____
(SEAL)

(Firm Name)

(General Partner)

Business address:

Phone No.: _____

A Corporation

(Corporation Name)

(State of Incorporation)

By _____
(SEAL)

(Title)

(Corporate Seal)

Attest: _____
(Secretary)

Business address:

Phone No.: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

_____, of the City of _____, County of _____,

_____, and State of _____ (hereinafter called "Principal") as Principal and

_____, (hereinafter called "Surety") as surety, a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business within the state of Colorado and to act as surety on bonds for principals, are held and firmly bound unto Town of Elizabeth (hereinafter called "Owner") as obligee, in the sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum, well and truly to be made, the Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of PROJECT, hereinafter referred to as "Agreement".

NOW, THEREFORE, the condition of this obligation is such that if (1) Owner shall accept the Bid Form (Proposal) of the Principal and Principal shall faithfully enter into Agreement with the Owner in accordance with the terms of such Bid and give such Bonds as are specified in the Bidding or Contract Documents, or (2) in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if Principal shall pay to Owner the difference not to exceed the sum hereof between the amount specified in said Bid and such larger amount for which Owner may in good faith contract with another party to perform the work covered by said Bid, then (3) this obligation shall be null and void, otherwise to remain in full force and effect. The sum of this Bid Bond is not less than 10% of the Principal's Bid.

The sum of this Bid Bond is _____, and subject to the conditions stated above, shall be forfeited to Owner in its entirety upon failure of Principal to perform as contemplated in clause (1) or (2) herein.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL:

By: _____

Witness

Address: _____

SURETY:

By: _____

Witness

Address: _____

Surety's No. _____

END OF SECTION

SECTION 00420

BIDDERS QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: TOWN OF ELIZABETH

SUBMITTED BY: NAME: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

DOING BUSINESS AS: ☐ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture ☐ Other

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business as a General Contractor?

2. How many years has your organization been in business under its present business name?

3. If a Corporation, answer the following:

Date of Incorporation:

State of Incorporation:

President:

Vice President(s)

Secretary:

Treasurer:

4. If a Partnership, answer the following:

Date of organization

Type of Partnership:

Name and address of all partners:

5. If other than a Corporation or Partnership, describe Organization and name Principals:

6. What percent of the work do you normally perform with your own forces?

List trades:

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why:

8. Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction contract?

If Yes, state the circumstances:

9. List major construction projects your organization has under contract on this date:

Project Name	Owner	Architect/Engineer	Contract Amount	Contract Date	% Complete	Scheduled Completion
--------------	-------	--------------------	-----------------	---------------	------------	----------------------

_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

10. List major construction projects your Organization has completed in the past five years:

Project Name	Owner	Architect/Engineer	Contract Amount	Contract Date	% Complete	Scheduled Completion
--------------	-------	--------------------	-----------------	---------------	------------	----------------------

_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

11. List the construction experience of the principal individuals in your Organization:

Individual's Name	Construction Experience-Years	Present Position & Years Experience	Dollar Volume Responsibility	Previous Position & Years Experience
-------------------	-------------------------------	-------------------------------------	------------------------------	--------------------------------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

12. List states and categories in which your Organization is legally qualified to do business:

13. Bank References:

14. Trade references:

15. Name of Bonding and Insurance Companies and Name and Address of Agents:
Max Bonding Capacity

16. The undersigned agrees to furnish, upon request by the TOWN, within 24 hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities; (Accounts payable, notes payable, accrued interest on notes, provisions for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares par values, earned surplus).

Date of statement or balance sheet:

Name of firm preparing statement:

By: _____
(Agent and Capacity)

17. Dated at _____ this _____ day of _____, 20____

Name of Organization: _____

By: _____

Title: _____

18. NOTARIZATION: State of _____ County of _____

M _____

Says that he (she) is the _____ of

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public _____

My commission expires: _____

END OF SECTION

SECTION 00430

SUBCONTRACTOR LISTING

The following information is submitted for each subcontractor that will be used in the work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. All work to be subcontracted over 25% in labor and/or materials shall be listed.

Amount of Subcontract	Name and Address of Subcontractor	Portion of Work

Signature

END OF SECTION

SECTION 00450

MATERIAL AND EQUIPMENT SUPPLIER LISTING

The following information is submitted for each major supplier of material and each manufacturer and supplier of equipment for manufacturers and suppliers of major items of material, equipment and systems to be used in the work if the Bidder is awarded the contract.

Specification Section No.	Material or Equipment Description	Manufacturer and Supplier

Signature

END OF SECTION

SECTION 00480

NOTICE OF AWARD

Date: July 23, 2024

TO:

PROJECT: TOWN OF ELIZABETH MAIN STREET STREETScape

OWNER: TOWN OF ELIZABETH

The Owner, having duly considered the Bid Form submitted on July 10, 2024, for the Work covered by the Contract Documents titled Town of Elizabeth Main Street Streetscape project in the amount of _____ (\$_____), and it appearing that the price and other information in your Bid Form is fair, equitable and to the best interest of the Owner, the offer in your Bid Form is hereby accepted.

In accordance with the terms of the Contract Documents, you are required to execute the Agreement in three (3) counterparts within ten (10) consecutive days from and including the date of this Notice of Award.

In addition, you are required to furnish at said time your Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 27 and copies of applicable insurance policies evidencing compliance with the requirements for insurance as stated in the Contract Documents.

The Bid Security submitted with your Proposal will be returned upon execution of the Agreement, furnishing of the required Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 27 and copies of applicable insurance policies within the time limit specified. In the event that you should fail to execute the Agreement and provide the executed Performance Bond and Labor and Materials Payment Bond within the time limit specified, said security will be retained by the Owner as liquidated damages and not as a penalty for the delay and extra work caused thereby.

You are required to return an acknowledged copy of this Notice of Award to Owner.

TOWN OF ELIZABETH

By: _____

Title: _____

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AWARD

Receipt of the above Notice to Award is hereby acknowledged this _____ day of _____,
20____.

CONTRACTOR

By: _____

Title: _____

END OF SECTION

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the Town of Elizabeth, State of Colorado, a body politic and corporate, hereinafter referred to as the "Town" or "Owner" and Triple M Construction, LLC _____, hereinafter referred to as the "Trade Contractor" (each a "Party" and together, the "Parties").

ARTICLE 1 - GENERAL PROVISIONS AND SERVICES

A. The Trade Contractor will commence and fully complete the construction of the Main Street Streetscape Project, which is described in **Appendix A**, which is attached hereto and made a part hereof ("Project").

B. The Trade Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

C. The Trade Contractor will commence the work required by the contract documents within ten (10) calendar days after the date of the notification to proceed and will complete the same on or before June 1, 2025 unless the period for completion is extended otherwise by the contract documents. The Trade Contractor agrees to pay as liquidated damages, and not as a penalty, the sum of Seven Hundred and Fifty Dollars (\$750.00) for each consecutive calendar day's delay in completing this Contract after the completion date specified herein, excluding any approved extensions of time because of unavoidable delay.

D. The Trade Contractor agrees to perform all of the work described in the contract documents and to comply with the terms therein for an amount not to exceed Two million nine hundred fifteen thousand eight hundred thirty four Dollars and Zero Cents (\$2,915,834.00) as described in Article 5 of this Agreement.

ARTICLE 2 - DEFINITIONS

A. Wherever used in the contract documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1. Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.
2. Architect – The Architect shall be N/A.
3. Bid - The offer or proposal of the bidder submitted in the prescribed form setting forth the prices for the work to be performed.

4. Bidder - Any person, firm or corporation submitting a bid for the work.
5. Bonds - Bid, performance and payment bonds and other instruments of security, furnished by the Trade Contractor and his surety in accordance with the contract documents.
6. Change Order - A written order to the Trade Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price and/or contract time.
7. Contract Documents - The contract, including advertisement for bids, information for bidders, bid, bid bond agreement, bid schedule, labor and material, payment bond, performance bond, notice of award, notice to proceed, change order, general conditions, special conditions, general specifications, special specifications, scopes of work, addenda, drawings, schedules and any and all other documents or papers included or referred to in the foregoing documents are part of the Contract Documents.
8. Contract Price - The total monies payable to the Trade Contractor under the terms and conditions of the contract documents.
9. Contract Time - The number of calendar days stated in the contract documents for the completion of the work.
10. Date of Award - Date of award of contract shall mean the date formal notice of such award, approved by the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown in his proposal by the Owner or its authorized representative.
11. Day or Days - Unless herein otherwise expressly defined, "day" shall mean calendar day or days.
12. Drawings, Plans or Contract Documents - The part of the contract documents which shows the characteristics and scope of the work to be performed and which has been prepared or approved by the Engineer and/or Architect.
13. Engineer shall be CORE Consultants Inc.
14. Field Order - A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer or the Owner to the Trade Contractor during construction.
15. Major Equipment or Major Equipment Items - Installation of major equipment to be furnished and placed under the contract awarded to the Trade Contractor and/or installations of major equipment to be furnished by the Owner and

received, unloaded, stored, and placed under the contract awarded to the Trade Contractor.

16. Notice of Award - The written notice of the acceptance of the bid from the Owner to the successful bidder.
17. Notice to Proceed - Written communication issued by the Owner to the Trade Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
18. Owner or Town - The Town of Elizabeth, Colorado. The Public Works Director, or Project Manager, or their designee of the Owner is the Owner's representative.
19. Project - Construction of the project described in **Appendix A**.
20. Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Trade Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
21. Site - The lands and other places on, under, in, or through which the work is to be executed or carried out and any other lands or places provided by the Owner for the purposes of the contract together with such other places as may be specifically designed in the contract documents as forming part of the site.
22. Special Conditions - Supplemental conditions that apply to specific aspects of the project or modifications to the general conditions that are to be adhered to in the project.
23. Subcontractor - An individual, firm or corporation having a direct contract with the Trade Contractor or with any other subcontractor for the performance of a part of the work at the site.
24. Substantial Completion - That date as certified by the Owner when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, so that the project or specified part can be utilized for the purposes for which it is intended.
25. Suppliers - Any person, supplier, or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site. A supplier is not a subcontractor who purchases an item of equipment from a manufacturer.
26. Trade Contractor - The person, firm or corporation with whom the Town of Elizabeth has executed this Agreement.

27. Work - All labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the project. The work and the project are used interchangeably to mean the same thing.
28. Written Notice - Any notice to any party of the Agreement relative to any part of the Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

ARTICLE 3 - DESCRIPTION OF WORK AND SERVICES

Section 1. Drawings and Specifications.

A. The intent of the drawings and specifications is that the Trade Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

B. Up to five (5) copies of the drawings and specifications will be furnished to the Trade Contractor without charge upon request, and any additional copies which the Trade Contractor may request will be furnished at the cost of reproduction. The drawings and specifications are to be used only in connection with the work specified herein and, with the exception of the signed contract set and As-Built drawings, are to be returned at the completion of the contract.

C. In case of conflict between the drawings and specifications, the drawings will govern. In case of conflict between the special specifications and the general specifications, the special specifications shall govern. Figure dimension on drawings will govern over scale dimensions, and detailed drawings will govern over general drawings. Notwithstanding the above, a document which is more restrictive or requires greater responsibility or increased compliance by the Trade Contractor shall govern.

D. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Owner, in writing, who will promptly resolve such inconsistencies or ambiguities in writing. Work done on unreported discrepancies, inconsistencies or ambiguities by the Trade Contractor shall be done at the Trade Contractor's risk.

E. The Trade Contractor may be furnished additional instructions and detail drawings, by the Owner, as necessary to carry out the work required by the contract documents. All additional instructions and detail drawings shall be issued to the Trade Contractor by the Owner.

F. The additional drawings and instructions thus supplied will become a part of the

contract documents. The Trade Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

Section 2. Materials, Services and Facilities.

A. It is understood that, except as otherwise specifically stated in the contract documents, the Trade Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

B. In addition to the requirements for major equipment items previously given, within fourteen (14) days after execution of the Contract, the Trade Contractor shall submit to the Owner and Engineer a complete listing of the manufacturers of each item of equipment or assembly fabricated off the site which he proposed to furnish for the project, together with sufficient information, including shop assembly and detail drawings, manufacturers' specifications and performance data, to demonstrate clearly that the materials and equipment to be furnished comply with the provisions and intent of the contract documents. If the information shows any deviation from the Contract requirements, the Trade Contractor shall advise the Engineer and Owner of the deviation and state the reason for it in writing.

C. Only first class materials and materials which conform to the requirements of the specifications shall be incorporated in the work. All materials shall be new unless specified to be otherwise.

D. When requested by the Owner, the Trade Contractor shall furnish a written statement of the origin, composition, and manufacturer of any or all materials (manufactured, produced or grown) that are to be used in the work. The sources of supply of each material used will be approved by the Owner before delivery is started. If, at any time, sources previously approved, fail to produce materials acceptable to the Owner, the Trade Contractor shall furnish materials from other sources.

E. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

F. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

G. Materials, supplies, and equipment shall be in accordance with samples submitted by the Trade Contractor and approved by the Engineer or Architect.

H. Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Trade Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

I. The Trade Contractor shall retain, for the benefit of the Owner, all materials and supplies that are purchased for the project but are not used as a part of the project. The Owner may take any of the materials and supplies that are used in the project for any Town purpose. Any materials and supplies not taken by the Owner shall be removed from the project site by the Trade Contractor.

Section 3. Shop Drawings.

A. The Trade Contractor shall submit shop drawings, samples and O&M manuals as may be necessary for the prosecution of the work as required by the contract documents on a timely basis so that the project schedule is not affected. The Engineer will promptly review all shop drawings. All such drawings will be approved and signed by the Engineer, and will be null and void unless authorized by such signature. The Engineer's approval of any shop drawing will not release the Trade Contractor from responsibility for deviations from the contract documents. The approval of any shop drawings which substantially deviates from the requirements of the contract documents shall be evidenced by a change order.

B. All drawings and details on items of major equipment will be reviewed by the Engineer only after the complete set of drawings and details covering the entire equipment package to be furnished under a particular major equipment item are submitted. Drawings submitted on a piecemeal basis covering only parts of the equipment package will be held for checking until the entire set of drawings are received.

C. The Trade Contractor shall also submit to the Engineer shop drawings showing detail of structural wood trusses, structural steel and concrete reinforcing steel, bending details, piping details, and of other items necessary for the proper installation of materials into the completed work, as provided by this Agreement.

D. The Trade Contractor shall make any indicated corrections on the drawings returned and shall resubmit corrected drawings until final approval is obtained.

E. The Trade Contractor shall have no claims for damages or extension of time on account of any delay in the work resulting from the rejection of material or from review, revision and resubmittal of drawings when the review, revision and resubmittal is due to changes to the original design documents, and other data for approval by the Engineer.

F. Each shop drawing shall be dated and shall be identified with the name of the project, the division, if any, the Contract item number, and the name of the Trade Contractor.

G. When submitted for the Engineer's review, shop drawings shall bear the Trade Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

H. The Trade Contractor shall submit the shop drawings in accordance with the general requirements.

I. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved sample shall be kept in good order by the Trade Contractor at the site and shall be available to the Engineer.

J. By approving and submitting shop drawings and samples, the Trade Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the contract documents.

Section 4. Records, Accounts and Audits.

A. The Trade Contractor agrees to keep one complete set of records and books of account on a recognized cost accounting basis (satisfactory to the Engineer), showing all expenditures, of whatever nature, made pursuant to the provisions of this Agreement.

B. The Trade Contractor shall furnish the Engineer and Owner with such records, information and data as may be reasonable. The Engineer and Owner shall at all reasonable times be afforded the opportunity to inspect and/or audit the above-specified books and records of said Trade Contractor.

Section 5. Inspection and Testing.

A. All materials and equipment used in the construction of the project will be subject to adequate inspection and testing in accordance with generally accepted standards.

B. The Trade Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before materials are incorporated in the work.

C. The Town will provide all inspection and testing services required by the Contract Documents, unless specifically noted in the contract specifications for special inspection and testing services, such as, by way of example, welding inspections on off-site assembly.

D. Neither observations by the Engineer, and Owner, tests nor approvals by persons other than the Engineer and Owner will relieve the Trade Contractor from his obligations to perform the work in accordance with the requirements of the contract documents.

E. The Engineer, the Owner, and their representatives will at all times have access to the work and to locations where materials or equipment are being manufactured, stored, or prepared for use under these contract documents, and they shall have full facilities for unrestricted inspection of such materials, equipment, and work including full access to purchasing and engineering information, but not including prices, to the extent of uncovering, testing, or removing portions of the finished work. The Engineer and Owner shall be furnished with such information as may be required regarding materials used and the process of manufacture for the various items

of equipment. Inspections by the Engineer and Owner of equipment or materials during its manufacture will be performed by or for the Owner solely in an effort to detect discrepancies and defects as early as possible, when they can be most readily corrected, and the work thereby expedited. No acceptance of equipment or materials will be construed to result from such shop inspections by the Engineer and Owner. Any inspections or tests or waivers thereof will not relieve the Trade Contractor of responsibility for meeting all requirements of these contract documents.

F. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Trade Contractor shall provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

G. In case of disputes between the Trade Contractor and the Engineer as to materials furnished or manner of performing the work, the Owner will have authority to reject materials or suspend the work until the question at issue can be decided by the Owner. The Owner is authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, and to approve or accept any portion of the work, and to issue instructions contrary to the drawings and specifications.

Section 6. Construction Review

A. The Engineer will periodically observe the construction of all work covered by this Agreement. The Engineer, on behalf of the Owner, shall be authorized to determine the amount or quantities of the several items of work which are to be paid for under this Agreement; to order field changes within the scope of the Contract and to render decisions on any questions which may arise relative to the execution of the work covered by this Agreement. The Engineer does not have authority to suspend work on the project. The Trade Contractor shall not suspend any portion of the work nor resume suspended work without the written authority of the Owner.

B. Neither Engineer's authority to act under the Contract nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Trade Contractor, any subcontractor, any supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

C. Whenever in the drawings, plans or Contract Documents the terms "as ordered", "as directed," or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the contract documents. The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility for the project. Neither the Owner nor the Engineer will be responsible for the acts or omissions of Contractor or any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

D. Periodic observation of the work in progress by the Engineer will be done whenever the Contractor is performing work that requires review as determined by the Engineer. The normal working time shall be during a regular 5-day, 40-hour work week, Monday through Friday. If the Trade Contractor elects to work more than 40 hours per week and observation is required during this overtime work as determined by the Engineer, the Engineer shall be paid by the Trade Contractor at the rate as specified herein for all review time required over the normal 5-day, 40-hour week. If the Engineer or his authorized representative is called to the job site to address problems created by the Trade Contractor, he will be paid by the Trade Contractor at the same rate as for overtime review as stated above. This payment shall be made by a credit to the Owner, and then the Engineer shall bill the Owner for the same.

E. If any work has been covered which the Engineer has not been specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Trade Contractor at the Engineer's request shall uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Trade Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Trade Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order will be issued.

Section 7. Surveys, Permits and Regulations.

A. **The Town will furnish all land surveys as outlined herein and as necessary to complete the work. The Trade Contractor shall provide minimum 48 hrs notice to the Town when and where and for what purpose, construction staking is needed.** Any additional surveying or re-surveying due to lost or destroyed stakes that had previously been set, shall be done by the Trade Contractor or by the Engineer at the Trade Contractor's expense. Benchmarks and survey stakes shall be preserved by the Trade Contractor and in case of their destruction, or removal by him, his employees, or others, they shall be replaced by the Engineer at the Trade Contractor's expense and his Sureties shall be liable therefor. The Contractor is responsible for providing an As-built set of drawings prior to final acceptance. Any surveying services necessary for the Contractor to provide the As-built drawings shall be at the cost of the Contractor.

B. The Trade Contractor shall be responsible for elevations used in computing his bid.

C. The Trade Contractor shall secure and pay for all necessary permits, fees and licenses in connection with the performance of its work and shall pay all municipal and other governmental fees in connection therewith except those expressly provided by the specifications as being the responsibility of the Owner and shall furnish at its expense any and all bonds and cash or other deposits required by law or required by any lawful body having the right to make demand therefor.

D. The Owner will provide rights-of-way and permanent and temporary easements as shown on the plans for construction purposes. Any additional land actually needed by the Trade

Contractor for the performance of the work, proper location of his plant and equipment, or the storage of materials and supplies for the work, shall be furnished by the Trade Contractor.

Section 8. Protection of Work, Property and Persons.

A. The Trade Contractor shall be responsible for initiating and maintaining all safety precautions and programs in connection with the work. Neither the Owner nor the Engineer will be responsible for Trade Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. The Trade Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

B. The Trade Contractor shall at all times consult with and obtain the approval of the Owner for the storage of material, operation of equipment, placing of temporary structures or dispositions of any surplus or waste materials upon property of the Owner anywhere outside the limits of construction. The Trade Contractor shall comply with all state, federal and local laws related to the storage or placement of any supplies, equipment, structures, or any other materials.

C. The Trade Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. The Trade Contractor shall remedy at his expense all damage, injury, or loss to any property or person caused, directly or indirectly, in whole or in part, by the Trade Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Trade Contractor. Notwithstanding the provisions of C.R.S. § 13-20-802.5(2), for purposes of this Agreement, the measure of damages shall never be deemed to be the fair market value of the real property without an alleged construction defect.

D. The Trade Contractor shall observe all rules and regulations of the health department having jurisdiction and shall take precautions to avoid creating unsanitary conditions.

E. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Trade Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss.

F. The Trade Contractor shall at all times conduct and work in such a manner as to cause the least inconvenience and greatest protection to the general public. The Trade Contractor shall furnish and maintain barricades, warning signs, red flags, lights, and temporary passageways

as may be necessary to protect the work and to safeguard the public. The cost of furnishing and maintaining the above facilities shall be incidental to the contract and no extra compensation for it will be allowed.

G. Throughout the performance of the work or in connection with this Agreement, the Trade Contractor shall construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be compactly deposited along the sides of the trench or elsewhere in such a manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other trade contractors, or to the Town.

H. In performing the work, the Trade Contractor shall take the necessary action, including making arrangements with the owners or operators of existing power, cable and telephone lines, fiber-optic and telemetry lines, gas, water, sewer and other utilities or installations that may be encountered, whether privately or publicly owned, to prevent interference with the conditions, operations and maintenance of the respective utilities in a manner satisfactory to the owners, or operators of the respective utilities. Relocation or repair of utilities encountered even though not shown on the plans, shall be the responsibility of the Trade Contractor. The cost of the above measures, including maintaining of guards, watchmen, signals, barricades and temporary structures, making any necessary repairs and other cooperative or corrective work shall be borne by the Trade Contractor and shall be included in the prices bid in the Proposal for the related items of work. Neither the Owner nor the Engineer shall be responsible to the Contractor for the existence of utilities not shown on the plans or drawings and the Trade Contractor remains obligated under this paragraph for all hidden utilities.

I. The Trade Contractor shall be responsible for the preservation of all private or public property along and adjacent to the work and shall take all necessary precautions to prevent damage or injury thereto. Such preservation and protection shall include but not be limited to, trees, stone walls, fences, mail boxes, monuments, irrigation ditches, driveways, road access culverts, underground pipelines and structures. Such preservation and protection shall apply to all underground pipelines and utilities whether public, private or individually owned that are in or adjacent to the right-of-way. When direct or indirect damage is done to public or private property on account of the act, omission, neglect or misconduct in the prosecution or non-prosecution of the work on the part of the Trade Contractor, such property shall be restored by the Trade Contractor at the Trade Contractor's expense to a condition similar or equivalent to that which existed before such damage or injury was done, and brought up to current codes if applicable. The Trade Contractor shall be responsible for making all arrangements at his own expense for moving and operating equipment at temporary crossings of telephone and transmission lines, railroad tracks, irrigation ditches and pipelines.

Section 9. Communication with the Owner.

The Trade Contractor shall designate a responsible member of its organization at the site, whose duty shall be designated as the contact person for all communication between the Owner and the Trade Contractor. Said designated representative shall also be responsible to attend such meetings, as may be required to insure coordination and adequate performance of the work.

Section 10. Scope of Work.

The scope of work is described in the contract documents which are appended hereto and incorporated herein by this reference.

Section 11. Trade Contractor's Responsibility.

A. The Trade Contractor shall be responsible for all the work under this Agreement until completion and final acceptance by the Owner.

B. The Trade Contractor shall supervise and direct the work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

C. The Trade Contractor shall employ on the work only such persons who are competent and skilled in their assignments. Any employee who obstructs the progress of the work through incompetence or other means or conducts himself improperly shall be discharged or removed from the work when so requested by the Owner. This section shall not create a duty for the Owner to evaluate or assess the competence or skills of the Trade Contractors employees.

D. The Trade Contractor warrants that all materials and equipment furnished and incorporated by him in the project shall be new, unless otherwise specified, and that all work under this Trade Contract shall be of good quality, free from fault and defects and in conformity with the contract documents. All work not conforming to these standards shall be considered defective. The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy required by law or by the contract documents.

E. The Trade Contractor agrees that if he should fail or neglect to prosecute the work diligently and properly, or fail to perform any provisions of this Trade Contract, that the Owner, after three (3) days written notice to said Trade Contractor may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payments then or thereafter due to the Trade Contractor pursuant to this Agreement.

F. Tools furnished with any equipment may be used for erection purposes when approved by the Owner and shall be turned over to the Owner after completion of the erection in a condition acceptable to the Owner. In case of rejection by the Owner, the Trade Contractor shall replace the tool or tools at no extra cost to the Owner.

G. Upon completion and before final acceptance of the work, the Trade Contractor shall remove from the site of the work and property of the Owner, all machinery, equipment, surplus materials, rubbish, barricades, signs and temporary structures and shall leave the premises in a condition which is satisfactory to the Owner.

H. The Trade Contractor shall keep one record set of the contract documents annotated to show all changes made during construction.

I. The Trade Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the Trade Contractor.

J. Upon completion of the work, the Trade Contractor shall, at his or its expense, remove from the vicinity of the work, all plant, buildings, rubbish, unused materials, concrete forms and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the Owner and the Trade Contractor, his Surety or Sureties, shall be liable for the cost thereof. Also during the construction of the work, the site, partially finished structures, and material stockpiles shall be kept in a reasonable state of order and cleanliness.

Section 12. Changes in the Work.

A. CHANGES. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive, or Order for a Minor Change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

1. A Change Order shall be based upon agreement among the Owner, Contractor, and Engineer; a Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor; an Order for a Minor Change in the Work may be issued by the Engineer alone.

2. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or Order for a Minor Change in the Work.

3. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted; provided however, that Owner may increase the number of units without change in the unit price if reasonable.

B. CHANGE ORDERS. A Change Order is a written order to the Contractor, signed by the Contractor, the Owner and the Engineer, stating their agreement upon all of the following:

1. A change in the Work;
2. The amount of the adjustment in the Contract Sum, if any; and
3. The extent of the adjustment in the Contract Time, if any.

The Contract Sum and the Contract Time may be changed only by Change Order. Methods used in determining adjustments to the Contract Sum may include those listed in Subsection C below.

C. CONSTRUCTION CHANGE DIRECTIVES. A Construction Change Directive is a written order directed to the Contractor and signed by the Owner and Engineer, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

1. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

2. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- b. By unit prices stated in the Contract Documents or subsequently agreed upon;
- c. By cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee; or
- d. By the method provided in Subparagraph (C)(5).

3. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the work involved and advise the Engineer and Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

4. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

5. If the Contractor does not respond promptly to the Construction Change Directive or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Engineer on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Sum, a percentage fee for overhead and profit not to exceed five percent (5%) of such work's actual cost for Contractor and ten percent (10%) of such work's actual cost to be apportioned between any and all subcontractors and sub-subcontractors. For work performed by Contractor's own forces, Contractor's mark-up shall be limited to actual cost plus a percentage fee for overhead and profit not to exceed ten percent (10%). In such case, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting of actual costs together with

appropriate supporting data. For the purposes of this Subparagraph, actual costs shall be defined as and limited to the following:

- a. Costs of labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- b. Costs of materials, supplies, and equipment, including costs of transportation, whether incorporated or consumed;
- c. Reasonable rental costs of machinery and equipment, exclusive of hand tools, obtained and used specifically for such work, whether rented from the Contractor or others; and
- d. Costs of premiums for all bonds (if any), permit fees, and sales, use or similar taxes directly attributable to such work. Actual cost does not include any item which could be deemed to be a general conditions cost or overhead, such as but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses.

6. Pending final determination of actual cost to the Owner, amounts not in dispute may be included in applications for payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be determined in accordance with Article 5 hereof.

8. When the adjustments in the Contract Sum and Contract Time are determined as provided herein, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

D. MINOR CHANGES IN THE WORK.

1. The Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

2. The Owner may at any time as the need arises, order changes within the scope of work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, and equitable

adjustment will be authorized by change order.

3. The Owner also may, at any time, by issuing a field order, make changes in the details of the work. The Trade Contractor shall proceed with the performance of any changes in the work so ordered by the Owner unless the Trade Contractor believes that such field order entitles him to a change in contract price or time, or both, in which event he shall give the Owner written notice thereof within ten (10) days after the receipt of the ordered change, and the Trade Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.

Section 13. Contract Documents.

In case of conflict between this Agreement and the supplementary conditions, this Agreement will govern.

ARTICLE 4 – TRADE CONTRACTOR'S CONSTRUCTION SCHEDULE

Section 1. Preconstruction Conference.

A preconstruction conference shall be scheduled at the time the Notice of Award is issued. The Trade Contractor, at the preconstruction conference, shall prepare and submit for the Owner's and the Engineer's review and approval a Trade Contractor's construction schedule for the Work, in such and form and detail as the Owner may require. The schedule shall not exceed time limits under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for the expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days for submitted to Engineer with Trade Contractor's applications for payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), the Trade Contractor shall submit to Engineer and Owner for their review and approval, a narrative description of the means and methods which Trade Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Trade Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Trade Contractor shall not be entitled to an adjustment in the Contract Sum or the Schedule.

Section 2. Schedule of Submittals.

The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.

Section 3. Conformance to Schedule.

The Contractor shall conform to the most recent schedules.

ARTICLE 5 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the notice to proceed.

B. The Trade Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Trade Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed.

C. If the Trade Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Trade Contractor shall pay to the Owner the amount of liquidated damages and not as penalty the sum of Seven Hundred and Fifty Dollars (\$750.00) for each calendar day that the Trade Contractor shall be in default after the time stipulated in the contract documents.

D. The Owner will charge the Trade Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the Owner in connection with any work accomplished after the specified completion date.

E. The Trade Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Trade Contractor has promptly given written notice of such delay to the Owner.

1. To any preference, priority or allocation order duly issued by the Owner.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Trade Contractor, including, but not restricted to, unforeseen conditions, acts of God, or of the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
3. To any delays of subcontractors occasioned by any of the causes specified in subparagraphs 1 and 2 of this paragraph F.

F. The Trade Contractor waives any right of recovery or reimbursement or by whatever name, as against the Owner or the Engineer, as a result of any delay or increase on overhead cost incurred by the Trade Contractor's association with any action or inaction on the

part of any other trade contractor or supplier.

ARTICLE 6 - CONTRACT SUM

Section 1. Monthly or Progress Payments.

A. The Board of Trustees of the Town of Elizabeth has appropriated the money necessary to fund this project. The Owner shall pay the Trade Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed \$2,915,834.00 (the "Original Contract Amount"). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement, to exceed the amount appropriated for the Original Contract Amount, unless the Trade Contractor is given written assurance by the Town of Elizabeth that lawful appropriations have been made by the Board of Trustees of the Town of Elizabeth to cover the cost of the additional work.

B. The Engineer has, by separate agreement with the Owner, agreed to include in its monthly work estimate to the Owner, a review of the Trade Contractor's estimates of the value of all work, labor, and materials of the Trade Contractor incorporated into the Project. The Trade Contractor hereby agrees that estimates provided to the Engineer for review for the Owner shall be for work actually performed upon the project and that all such work, including labor and materials, have been paid. The determination of the amount of work completed on each application for payment by the Trade Contractor shall be made by the Engineer and shall thereafter be subject to approval by the Owner. Such determination, however, by the Engineer or approval by the Owner shall not be construed as acceptance of the work.

1. Before the first application for payment, the Trade Contractor shall submit to the Engineer and Owner a schedule of values to be allocated to the various portions of the Work, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to subcontractors, supported by such evidence of correctness as the Engineer may direct. This schedule, when approved by the Engineer, shall be used to monitor the progress of the Work and as a basis for making progress payments hereunder. Application for monthly progress payments shall be made in writing in accordance with this Agreement and shall be submitted on approved forms provided by the Owner and shall be submitted to the Owner on or before the twentieth (20th) day of each month. Applications received on time will be paid on the twentieth (20th) day of the following month, providing that the Owner approves such recommendations of the Engineer. Applications received after the twentieth (20th) day of each month shall be paid after the Owner's next pay period.
2. Progress payments to the Trade Contractor shall be subject to retention in accordance with Colo. Rev. Stat. § 24-91-103, as amended.

3. Upon receipt of written notice from the Trade Contractor that his work is ready for final inspection and acceptance by the Owner and upon receipt of final application for payment, the Owner will promptly make such final field review subject to the final payment requirements contained in Colo. Rev. Stat. § 38-26-107, as amended. If the Engineer finds that the work is acceptable under the contract documents, he will recommend to the Owner that a final certificate of payment be issued. Neither final payment nor the remaining retention shall become due until the Trade Contractor submits to the Engineer an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work, have been paid or otherwise satisfied. Likewise, final payment shall not be made until the consent of the surety to final payment has been obtained, and if required by the Owner, such other data establishing payment or satisfaction of all obligations, including releases, final lien waivers, and receipts and warranties, if any, have been provided to the Engineer for the use and benefit of the Owner. Should any subcontractor of the Trade Contractor or supplier of said Trade Contractor refuse to furnish any warranty and/or release or waiver, the Owner in its sole discretion, may refuse to certify final payment. The Trade Contractor may then furnish sufficient bonds satisfactory to the Owner to indemnify the Owner against any such liens.
4. Notwithstanding anything else to the contrary contained herein, such final payment by the Owner shall not be construed as a waiver of any claims affecting or arising from:
 - a. Unsettled liens;
 - b. Faulty or defective work appearing after substantial completion;
 - c. Failure of the work to comply with the requirements of the contract documents;
 - d. Terms of any special warranties required by the contract documents.
5. The acceptance by the Trade Contractor of final payment shall be and shall operate as a release to the Owner from all claims and all liability to the Trade Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of the work other than claims in stated amounts as may be specifically expected by the Trade Contractor with the consent of the Owner. Any payment, however, final or otherwise, will not release the Trade Contractor or his sureties from any obligations under the contract documents or the performance bond and labor and material payment bond.

ARTICLE 7 - CORRECTION OF WORK

A. During the life of the Contract and for a period of two (2) years after final acceptance, the Trade Contractor shall promptly remove from the premises all work rejected by the Owner for failure to comply with the contract documents, whether incorporated in the construction or not, and the Trade Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the Owner and shall bear the expense of making good all work of other trade contractors destroyed or damaged by such removal or replacement. The Owner, however, may at its discretion elect to accept an equitable reduction in price or a refund instead of correction of the condemned work.

B. All removal and replacement work shall be done at the Trade Contractor's expense. If the Trade Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials all at the expense of the Trade Contractor.

ARTICLE 8 - TEMPORARY FACILITIES AND SERVICES

Unless otherwise provided in this Agreement, the Trade Contractor shall furnish and make available, at no cost, all temporary facilities, including all power needed for heating and protection of facilities and work. It is the expressed intent of the Parties that the Trade Contractor shall be responsible for and at its sole cost all heating and protection of facilities and work.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Section 1. Indemnification.

The Trade Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, agents, and their insurers, and the Engineer, its officers, employees, agents and insurers, from and against all liability, claims, and demands 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 Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Trade Contractor, or of any employee of any subcontractor to the Trade Contractor.

The Trade Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Trade Contractor, or at the option of the Owner or the Engineer, agrees to pay the Owner or the Engineer or reimburse the Owner or the Engineer for defense costs incurred by the Owner or the Engineer in connection with any such liability, claims, or demands. The Trade Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6) and shall be read as broadly as permitted to satisfy that intent. Trade Contractor's liability under this

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 Trade Contractor, any subcontractor of Trade Contractor, or any officer, employee, representative, or agent of Trade Contractor or of any subcontractor of Trade Contractor. If Trade Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Trade Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Trade Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c), as amended.

Section 2. Insurance.

The Trade Contractor agrees to obtain and maintain during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by the Trade Contractor pursuant to Section 1 above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Trade Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 above, by reason of its failure to obtain and maintain during the life of this Agreement insurance in sufficient amounts, durations, or types.

The Trade Contractor shall obtain and maintain during the life of this Agreement, and shall cause any subcontractor to obtain and maintain during the life of this Agreement the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the Owner. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Trade Contractor pursuant to Section 1 above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this Agreement, and Employers Liability Insurance with minimum limits of five hundred, thousand dollars (\$500,000) each accident, five hundred, thousand dollars (\$500,000) disease-policy limit, and five hundred, thousand dollars (\$500,000) disease-each employee.

General Public Liability Insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than one million, five hundred, thousand dollars (\$1,500,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident and not less than one million, five hundred, thousand dollars (\$1,500,000) for all damages arising out of injury to,

or destruction of property, including the Owner's property during the policy period.

The General Public Liability Insurance policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

Protective Liability and Property Damage insurance covering the liability of the Owner, including any employee, officer or agent of the Owner with respect to all operations under the Contract by the Trade Contractor or his sub-contractors shall be obtained and maintained during the life of the contract. The limits of the Owner's Protective Liability Policy, to be provided by the Trade Contractor, as described in this Section 2, shall be increased to the same limits as described above for the Trade Contractor's General Public Liability Insurance.

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) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the Trade 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. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Owner under this Agreement.

All Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the Owner, whether private or governmental, the Owner's officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

The insurance provided by the Trade Contractor shall be primary to insurance carried by the Owner, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor's obligations under the Contract shall rest with the Trade Contractor's Insurer.

Section 3. Certificates of Insurance.

The certificate of insurance provided by the Trade Contractor shall be completed by the Trade Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Owner prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Owner. The completed certificate of insurance shall be sent to:

Director of Public Works
Town of Elizabeth
151 South Banner Street
Elizabeth, Colorado 80107

Failure on the part of the Trade Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Owner may immediately terminate this Agreement, or at its discretion the Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by the Trade Contractor to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to the Trade Contractor from the Owner.

The Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The Parties understand and agree that the Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Owner, its officers, or its employees.

ARTICLE 10 - PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS

The Trade Contractor shall within ten (10) days after the receipt of a notice of award, furnish the Owner with a performance bond and a payment bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Trade Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Trade Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bonds shall be executed by the Trade Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Trade Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, the Trade Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Trade Contractor. No further payments will be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

ARTICLE 11 – CLAIMS AND DISPUTES

A. Definition. A claim is a demand or assertion by one of the Parties seeking, as a

matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "claim" also includes other disputes between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the Party making the claim.

B. Decision of Engineer or Architect. Claims may, upon request of both the Contractor and the Owner, be referred initially to the Engineer or Architect for action as provided in Article 3, Section 12.

C. Time limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is later. An additional claim made after the initial claim has been implemented by change order will not be considered unless submitted in a timely manner.

D. Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by Owner in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

E. Waiver of Claims: Final Payment. The making of Final Payment shall constitute a waiver of claims by the Owner except those arising from:

1. Liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;
2. Failure of the Work to comply with the requirements of the Contract Documents;
3. Terms of special warranties required by the Contract Documents; or
4. Faulty or defective work appearing after Substantial Completion.

F. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. Site conditions which an experienced and prudent contractor could have anticipated by visiting the site, familiarizing himself with the local conditions under which the Work is to be performed and correlating his observations with the requirements of the Contract Documents shall not be considered as claims for concealed or unknown conditions, nor shall the locations of utilities which differ from locations provided by the utility companies. The Engineer or Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or the required time for, performance of any part of the Work, will

recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer or Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer or Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Engineer or Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Engineer or Architect for initial determination, subject to further proceeding pursuant to these Contract Documents.

G. Claims for Additional Cost. If the Contractor wishes to make claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Engineer or Architect. No such claim shall be valid unless so made. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Engineer or Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Engineer or Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, claim shall be filed in accordance with the procedure established herein. Any change in the Contract Sum resulting from such claim shall be authorized by change order or construction change directive.

H. Claims for additional time. If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one claim is necessary.

I. Injury or damage to person or property. Subject to the Parties' obligations and responsibilities under the Contract Documents in general and Article 9 hereof in particular, if either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to

investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in Article 3, Section 12.

ARTICLE 12 - RESOLUTION OF CLAIMS AND DISPUTES

A. The Engineer (if the matter is referred to the Engineer for initial decision) will review claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: (1) request additional supporting data from the claimant; (2) submit a schedule to the Parties indicating when the Engineer expects to take action; (3) reject the claim in whole or in part, stating the reasons for rejection; (4) recommend approval of the claim by the other party; or (5) suggest a compromise. The Engineer may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

B. If a claim has been resolved, the Engineer (or at the Owner's option, Owner), will prepare or obtain appropriate documentation.

C. If a claim has not been resolved, the Party making the claim shall within ten (10) days after the Engineer's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Engineer; (2) modify the initial claim; or (3) notify the Engineer that the initial claim stands.

D. If a claim has not been resolved after consideration of the foregoing and of further evidence presented by the Parties or requested by the Engineer, the Engineer will notify the Parties in writing that the Engineer's decision will be made within seven (7) days, which decision will be considered advisory only and not binding on the Parties in the event of litigation in respect of the claim. Upon expiration of such time period, the Engineer will render to the Parties the Engineer's written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Trade Contractor's default, the Engineer may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

E. The dispute clause does not preclude the considerations of questions of fact or law in connection with decisions provided for in Paragraph A above. Nothing in this Agreement, however, shall be construed as making final a decision of an administrative official, representative or Town Board of Trustees on a question of fact or law.

F. As between the Parties, as to all acts or failure to act by either Party, any applicable statute of limitation shall commence to run from the date of the agreed Party's discovery of such act or failure to act.

G. The Trade Contractor shall give written notice to the Owner within ten (10) days of any dispute/claim arising under this Agreement upon which the Trade Contractor seeks compensation or change of contract documents, otherwise the Trade Contractor's dispute/claim shall be deemed waived. Said ten (10) days written notice shall not be deemed to run from the date of discovery in this instance but from the date the dispute/claim has arisen.

ARTICLE 13 - TERMINATION

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be effected unless the other party is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be suspended or terminated in whole or in part, in writing, by the Owner for its convenience; provided that no such termination may be effected unless the Trade Contractor is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to suspend or terminate; and (2) an opportunity for consultation with the Owner prior to suspension or termination.

C. Suspension for Convenience: The Owner, for its own convenience, may suspend the contract in whole or in part at any time by written notice to the Trade Contractor. Such notice shall state the extent and the effective date of such suspension, and on the effective date thereof the Trade Contractor shall promptly suspend such work to the extent specified, and during the period of such suspension shall properly care for and protect all work and materials, housing and equipment on hand for construction under the contract. The Trade Contractor also shall promptly supply the Owner with copies of all outstanding orders for materials, equipment and services, and shall take such action relative to such orders as may be directed by the Owner. If the performance of the work is thus suspended, the Trade Contractor shall be entitled to be reimbursed for all additional expense incurred by reason of such suspension as agreed upon by the Trade Contractor and the Owner.

D. Termination for Convenience:

1. The Owner may for its own convenience terminate work under the contract in whole or in part at any time by written notice to the Trade Contractor. Such notice shall state the extent and effective date of such termination and on the effective date thereof the Trade Contractor will, as and to the extent directed, stop work under the contract and the placement of further orders or subcontracts under the contract, terminate work under order and subcontracts under the contract, and take any necessary action to protect property in the Trade Contractor's possession in which the Owner has or may acquire an interest.
2. In the event of such termination, the Owner shall pay to the Trade Contractor: (1) its direct costs (excluding overhead) for all work done in conformity with the Contract to the effective date of such termination and (2) other costs pertaining to the work which the Trade Contractor may incur as a result of such termination, all as approved by the Owner plus ten percent (10%) of such costs (excluding costs under (2) above) for overhead and

profit, provided, however, that in no event shall the total amount to be paid under this Article 13, Section D.(2) plus payments previously made, exceed the lesser of (a) the total aggregate contract price specified in the Trade Contract; or (b) that proportion of the aggregate total contract price specified in the date of termination bears to the entire work to be performed hereunder. Any payment under this Article 13, Section D.(2) shall be made upon the expiration of the period within which liens may be filed under the laws of the state of Colorado, subject, however, to withholding by the Owner for the reasons and in the manner provided in those provisions pertaining to withholding of payments for liens.

E. Termination for Default:

1. The Owner shall have the right to terminate the employment of the Trade Contractor after giving ten (10) days written notice of the termination to the Trade Contractor in the event of any default by the Trade Contractor. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Trade Contractor whenever he shall:
 - a. Disregard or violate important provisions of the contract documents or the Owner's instructions, or fail to prosecute the work according to the agreement schedule of completion, including extensions thereof;
 - b. Fail to provide a qualified representative, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore; and
 - c. Fail to submit a completion schedule within fourteen (14) days after award of contract.
2. Upon termination of the contract by the Owner for default by the Trade Contractor, no further payments shall be due to the Trade Contractor until the work is completed. If the unpaid balance of the contract amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Trade Contractor. If the cost of completing the work shall exceed the unpaid balance, the Trade Contractor shall pay the difference to the Owner. The amount of the cost incurred by the Owner in

implementing the work, and the damage incurred through the Trade Contractor's default, shall be approved by the Owner.

3. The provisions of this Article 13, Section D.(2) shall not apply in the event of default of the Trade Contractor; provided, however, that the provisions of Article 13, Section D.(2) shall apply in the event of substantial failure by the Owner to fulfill its obligations under this Agreement.

ARTICLE 14 - SIMULTANEOUS WORK BY OTHERS

A. The Owner reserves the right to let other contracts in connection with this project. The Trade Contractor shall afford other trade contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

B. If the proper execution or results of any part of the Trade Contractor's work depends upon the work of any other trade contractor, the Trade Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. Failure of the Trade Contractor to so inspect and report defects shall constitute an acceptance of the other trade contractors' work as fit and proper for the addition of his work thereto, except as to defects which may develop in the other trade contractors' work after the execution of his work.

C. The Trade Contractor shall coordinate his operations with those of other trade contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work.

D. The Trade Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other trade contractors and shall notify the Engineer immediately of lack of progress, defective workmanship, or lack of coordination on the part of other trade contractors. Failure of the Trade Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress, defective workmanship, or lack of coordination by others shall be construed as acceptance by him of the work and the status of work as being satisfactory for proper execution of his own work.

E. All materials and labor shall be furnished at such times as shall be for the best interest of all trade contractors concerned, to the end that the combined work of all may be properly and fully completed on contract time.

F. Nothing herein shall be construed in any way as giving the Trade Contractor a claim as against the Owner and the Engineer resulting in any revised schedule based upon delay caused by any other trade contractor or supplier.

ARTICLE 15 - SUBCONTRACTING

A. The Trade Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

B. Before execution of the contract, the Trade Contractor shall submit the names of all subcontractors, including contact persons, phone numbers, and addresses to the Engineer or Architect and Owner. The Trade Contractor shall also promptly notify all parties of any changes in subcontractors or subcontractor contact information.

C. The Trade Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

D. The Trade Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Trade Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Trade Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Trade Contractor under any provision of the contract documents.

E. Nothing contained in this Agreement will create any contractual relation between any subcontractor and the Owner.

ARTICLE 16 - GUARANTY

A. The Trade Contractor shall guarantee all materials and equipment furnished and work performed for a period of two (2) years from the date of final acceptance of the contract by the Owner that the work is free from all defects due to faulty materials or workmanship and that the Trade Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Trade Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Trade Contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

B. Whenever in the specifications a guarantee or maintenance bond is required to be furnished for any item of equipment, material or portion of the work, such guarantee shall be submitted to the Owner and a written approval will be issued to the Trade Contractor before any such equipment, material or construction is ordered and incorporated in work by the Trade Contractor.

ARTICLE 17 – WORKERS WITHOUT AUTHORIZATION; LOCAL LABOR

A. Certification. By entering into this Agreement, Trade Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker

without authorization who will perform work under this Agreement and that Trade Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. Prohibited Acts. Trade Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Trade Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

1. If Trade Contractor has employees, Trade Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Trade Contractor shall not use the E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Trade Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Trade Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection a hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. Duty to Comply with Investigations. Trade Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a), as amended, to ensure that Trade Contractor is complying with the terms of this Agreement.

E. Affidavits. If Trade Contractor does not have employees, Trade Contractor shall sign the attached "No Employee Affidavit." If Contractor wishes to verify the lawful presence of

newly hired employees who perform work under the Contract via the Department Program, Trade Contractor shall sign the "Department Program Affidavit" attached hereto.

F. **Keep Jobs In Colorado Act.** Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, et seq. (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Trade Contractor shall employ Colorado labor to perform at least 80% of the work under this Agreement and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Agreement, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Trade Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

ARTICLE 18 - SALES TAX

The Trade Contractor and all of his subcontractors must make application to the Colorado State Department of Revenue for a certificate of exemption to permit the purchase of building materials for the construction of this project without payment of the sales tax. Prior to the start of construction, the Trade Contractor shall furnish copies of such certificates to the Owner. Applications and certificates must be on forms provided by the Department of Revenue.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

A. This Agreement is made and entered into subject and conformable to the laws of the state of Colorado. To the extent any provision hereof is inconsistent with said laws, said laws shall control.

B. The Trade Contractor shall comply with all federal and state laws and local ordinances and regulations which affect those engaged or employed in the work or which affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the Owner and the Engineer against any claim or liabilities arising solely from or based solely on the violations of such law, ordinance, regulation, order or decree, whether by itself, its subconsultants, agents, or employees.

C. The Trade Contractor will take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or handicap, if otherwise qualified.

D. In the event any provision of this Agreement is held invalid and unenforceable, the

remaining provisions shall be valid and binding upon the Parties.

E. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

F. The Owner and the Trade Contractor each binds itself and its partners, successors, executors, administrators, and assigns to this Agreement. Neither the Owner nor the Trade Contractor will assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

G. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the Trade Contractor.

ARTICLE 20 - ATTACHMENTS, SCHEDULES AND SIGNATURES

This Agreement and the contract documents constitute the entire Agreement between the Owner and the Trade Contractor and supersede all prior or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written amendment.

IN WITNESS WHEREOF the Parties each herewith subscribe the same in triplicate.

TOWN OF ELIZABETH, COLORADO

By:

Tammy Payne, Mayor

ATTEST:

Michelle Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

TRADE CONTRACTOR

Triple M Construction, LLC

By: Mabel Moreno

Name: Mabel Moreno

Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this July day of 26,
2024 by Mabel Moreno, as President of
Triple M Construction LLC

My commission expires: 02-07-2028

Witness my hand and official seal.

Ashley Rebecca Engle Salgado
Notary Public



July 26, 2024

Town of Elizabeth
303 Washington St.
Elizabeth, CO 80107

Re: Triple M Construction, LLC

Project Name: Main Street Streetscape
City Project No.: 10-010-069
Contract Amount: \$2,915,834.00
Bond Number: PB10617400043

To Whom It May Concern:

Enclosed are the Performance and Payment Bonds for the referenced project. Because the agreement date is not known, the bonds and powers have not been dated.

We hereby authorize the Town of Elizabeth to date all bonds and powers of attorney to coincide with the date of the contract.

Please forward a copy of the contract date for this project to complete our file. The information should be sent to tmitchell@trustedadvisors.agency. Thank you in advance for your assistance.

Sincerely,



Tim Mitchell
Trusted Advisors, LLC
Attorney-in-Fact
Philadelphia Indemnity Insurance Company

SECTION 00610

BONDS

Bond No.: PB 10617400043

A. Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned Triple M Construction, LLC duly organized under the laws of the State of Colorado and licensed to do business in the State of Colorado, as Principal, and Philadelphia Indemnity Insurance Company duly organized under the laws of the State of Pennsylvania and licensed to do business in the State of Colorado, as Surety, are hereby held and firmly bound unto the Town of Elizabeth, as Oblige, in the sum of Two million nine hundred fifteen thousand eight hundred thirty four Dollars (\$2,915,834.00) for the payment of which penal sum, well and truly to be made, the Principal find Surety' bind ourselves, our executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Oblige have executed an Owner-Contractor Agreement dated _____, for the construction of the Main Street Streetscape (hereinafter "Contract"), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform said Contract, including a two (2) year warranty period described in the Contract Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives any notice of any alteration of the Contract or extension of the Contract Time, as stated in the Contract, as may be agreed upon by the Oblige and the Contractor and embodied in any written Change Order whether or not it increases the total price of the Project.

Whenever the Principal shall be in default under the Contract and is declared so by the Oblige, and the Oblige has performed all obligations under the Contract, the Surety may (1) remedy the default, or (2) complete the Contract in accordance with its terms and conditions, or (3) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest, qualified, responsive and responsible bidder. Of, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest, qualified, responsive and responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date final payment under the Contract is due. The Oblige shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Oblige against any claims brought under this Bond and indemnify the Oblige for any judgments, and save harmless the Oblige from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obliges all outlay and expense including attorney fees and related costs which the Oblige may incur in making good any default, together with interest thereon at the rate of eight percent (8%) per annum from the date of judgment.

Signed this ____ day of _____, 202__.

ATTEST:

Martin Moreno
(Principal) Martin Moreno, Member

Triple M Construction, LLC
Principal

By: Mabel Moreno
Its, Mabel Moreno, President/Managing Member

[SEAL]

Address:

7200 Quivas Street

Denver, CO 80221

ATTEST:

William R Greer
(Surety)
William R. Greer, Attorney-in-Fact

Philadelphia Indemnity Insurance Company
Surety

By: Tim Mitchell
Its, Tim Mitchell, Attorney-in-Fact

[SEAL]

Address:

One Bala Plaza Suite 100

Bala Cynwyd, Pa 19004-0950

By: Tim Mitchell
Tim Mitchell, Attorney-in-Fact

865 Willow Lake Drive, Franktown, CO 80116
(Address)

NOTE:

This Bond is given under and subject to the provisions of Section 38-26-106, C.R.S. This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Agreement. If Principal is a partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

(Power of Attorney Attached)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **William R. Greer and Tim Mitchell of Trusted Advisors LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



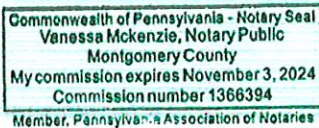
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

B. Labor and Materials Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, Triple M Construction, LLC, duly organized under the laws of the State of Colorado and licensed to do business in the State of Colorado, as Principal, and Philadelphia Indemnity Insurance Company, duly organized under the laws of the State of Pennsylvania and licensed to do business in the State of Colorado, as Surety, are hereby held and bound firm unto the Town of Elizabeth, as Obligee, in the penal sum of Two million nine hundred fifteen thousand eight hundred thirty four Dollars (\$2,915,834.00) together with interest at the rate of eight percent (8%) per annum on all payments becoming due in accordance with the Contract (defined below) from the time such payments shall become due until such payment shall be made, for the payment of which sum well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, Jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed a Contract dated _____, for the construction of the Main Street Streetscape (hereinafter "Contract"), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise It shall remain in full force and effect, subject to the following conditions:

- (1) A claimant shall be defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include, but not be limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant, as herein defined, who has not been paid in full before the expiration of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for sums as may be justly due claimant, together with interest at the rate of eight percent (8%) per annum, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obliges against any claims brought under this Bond and indemnify the Obligee for any judgments, and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obligee all outlay and expense including attorney fees and related costs which the Obligee may incur in making good any default.
- (3) No suit or action shall be commenced hereunder by any claimant:
 - (i) Unless the claimant, other than one having a direct contract with the Principal, shall have given written notice to the Obligee and either the Principal or the Surety within six (6) months after such claimant did Or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction

of business, or served in any manner in which legal process may be served in the State in which the Project is located, save that such service need not be made by a public officer.

- (ii) After the expiration of one (1) year following the date on which the Principal ceased work on the above-described Project, it being understood, however, that, if any limitation embodied in this Bond is prohibited by any law controlling construction hereof, such limitation shall be deemed to be amended as to be equal to the minimum period of limitation permitted by such law.
 - (iii) Other than in a state court of competent jurisdiction in and for the county of the state in which the Project, or any part thereof, is situated. and not elsewhere.
 - (iv) In addition, if the Principal or its subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Principal or its subcontractor in performance of the Contract or shall fail to duly pay any person who supplies laborers, rental machinery, tools or equipment in the prosecution of the Work, then the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at a rate of eight percent per annum.
- (4) The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against certain improvements, whether or not the claim for the amount of such lien be presented under and against this Bond.

Signed this ____ day of _____, 202__.

ATTEST:

Mabel Moreno
(Principal)

Triple M Construction, LLC

Principal

By: Mabel Moreno
Its Mabel Moreno, President/Managing Member

[SEAL]

Address:
7200 Quivas St.

Denver, CO 80221

Philadelphia Indemnity Insurance Company

Surety

ATTEST:

William R. Greer
(Surety)
William R. Greer, Attorney-in-Fact

By: Tim Mitchell
Its Tim Mitchell, Attorney-in-Fact

[SEAL]

Address:

One Bala Plaza Suite 100

Bala Cynwyd, PA 19004-0950

By: Tim Mitchell
Attorney-in-Fact Tim Mitchell, Attorney-in-Fact

865 Willow Lake Drive, Franktown, CO 80116
(Address)

NOTE: This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Agreement. If Principal is a partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint William R. Greer and Tim Mitchell of Trusted Advisors LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



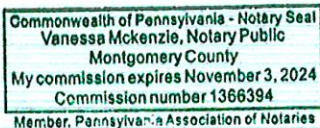
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

SECTION 00670

NOTICE TO PROCEED

Dated: _____

TO:

PROJECT: TOWN OF ELIZABETH MAIN STREET STREETScape

OWNER: TOWN OF ELIZABETH

You are hereby authorized to proceed on _____, 202____, or within ten (10) consecutive calendar days thereafter, with the Work as set forth in the Contract Documents.

You are to notify the Engineer forty-eight (48) hours before starting work.

Town of Elizabeth

By: _____

Title: _____

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO PROCEED:

Receipt of the above Notice to Proceed is hereby acknowledged this ____ day of _____, 202____.

CONTRACTOR

By: _____

Title: _____

END OF SECTION

SECTION 00685

LIEN WAIVER

A. Waiver of Lien for Partial Payments

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is _____ of _____, the Contractor for the _____ Work on the project located at _____, owned by Town of Elizabeth ("the Owner"). That the total amount of the Work performed by the undersigned and approved for payment to date is _____ Dollars (\$ _____), and the undersigned acknowledges that upon receipt of this partial payment, the Contractor paid for the Work performed and approved for payment to date the total Agreement Price.

That the undersigned, for and in consideration of the sum of _____ Dollars (\$ _____) in hand paid by _____, receipt whereof before the Signing and sealing of these presents is hereby acknowledged, does hereby acknowledge receipt of this partial payment due Contractor for Work performed or material furnished in connection with the MAIN STREET STREETScape.

And the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have at this date, to file any lien, mechanics', materialmen's or otherwise, against said above property for or by reason or any work performed, or material furnished in connection with the construction of said Project, with the distinct understanding that this waiver shall not be construed as covering any right to file any such lien for work performed or material to be hereafter furnished if such work performed or material furnished hereafter be not on account of the aforesaid mentioned sum. In addition, the undersigned hereby waives and releases any claims against the Owner and its officers or agents in any manner related to or connected with the construction of the Project or the performance of the Work.

The undersigned hereby warrants and represents to the Owner that all suppliers of labor and material to the undersigned on the project have been paid amounts due to date and hereby agrees to indemnify and hold harmless the Owner for any costs incurred due to claims threatened or initiated by such suppliers, including attorneys' fees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 202__.

(Company Name)

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 202__, by _____ as _____ of _____

Witness my hand and official seal.

My Commission expires: _____

(SEAL)

Notary Public

B. Waiver of Lien for Final Payments

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is _____ of _____, who is the Contractor for the Work on the project located at _____, owned by the Town of Elizabeth ("the Owner"). That the total amount of the contract including extras is _____ Dollars (\$ _____) and the undersigned acknowledges that upon receipt of this final payment, the Contractor has been paid in full the total Agreement Price.

That the undersigned, for and in consideration of the sum of _____ Dollars (\$ _____) in hand paid by _____ receipt whereof before the signing and sealing of these presents is hereby acknowledged, does hereby acknowledge receipt in full of all sums due Contractor for Work performed or material furnished in connection with the Project, and the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have at this date, to file any lien, mechanics', materialmen's or otherwise, against said above property for or by reason of any Work performed, or material furnished in connection with the construction of said Project. with the distinct understanding that this waiver shall not be construed as covering any right to file any such lien for Work performed or material to be hereafter furnished if such Work performed or material furnished hereafter be not on account of the aforesaid mentioned sum. In addition, the undersigned hereby waives and releases any claims against the Owner and its officers or agents in any manner related to or connected with the construction of the Project or the performance of the Work.

The undersigned hereby warrants and represents to the Owner that all suppliers of labor and material to the undersigned on the project have been paid in full and hereby agrees to indemnify and hold harmless the Owner for any costs incurred due to claims threatened or initiated by such suppliers, including attorneys' fees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 202____.

(Company Name)

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2024, by _____ as _____ of _____

Witness my hand and official seal.

My Commission expires: _____

(SEAL)

Notary Public

END OF SECTION

SECTION 00690

NOTICE OF FINAL PAYMENT

NOTICE is hereby given that the Town of Elizabeth of Elbert County, Colorado, will make final payment at _____, Colorado, on _____, 202____, at the hour of _____ M to _____ of _____, Colorado for all work done by said Contractor(s) in construction or work on TOWN OF ELIZABETH MAIN STREET STREETSCAPE performed within Town of Elizabeth, County of Elbert, State of Colorado.

Any person, co-partnership, association of persons, company or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such contractors or their subcontractors, in or about the performance of the work contracted to be done or that supplies rental machinery, tools, or equipment to the extent used in the prosecution of the work, and whose claim therefore has not been paid by the contractors Or their subcontractors, at any time up to and including the time of final settlement for the work contracted to be done. is required to file a verified statement of the amount due and unpaid, and an account of such claim, to Town of Elizabeth, _____ on or before the date and time hereinabove shown for final payment. Failure on the part of any claimant to file such verified statement of claim prior to such final settlement will release Town of Elizabeth, its directors, officers, agents, and employees, of and from any and all liability for such claim.

BY ORDER OF THE BOARD OF TRUSTEES
TOWN OF ELIZABETH

By: _____

First Publication: _____, 202____

Last Publication: _____, 202____

(Name of Newspaper)

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2024

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

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

PRODUCER CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400 Englewood CO 80112	CONTACT NAME: Scott Anderson CIC PHONE (A/C, No, Ext): 303-996-7833 FAX (A/C, No): 303-757-7719 E-MAIL ADDRESS: sanderson@crsdenver.com
INSURED Triple M Construction, LLC. 7200 Quivas Street Denver CO 80221	INSURER(S) AFFORDING COVERAGE INSURER A: Pinnacol Assurance INSURER B: Sentry Insurance a Mutual Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1248328385**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☒ LOC OTHER:			A0214768	3/4/2024	3/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			A0214768	3/4/2024	3/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			A0214768	3/4/2024	3/4/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	4162664	3/1/2024	3/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	☒ Leased & Rented Equipment			A0214768	3/4/2024	3/4/2025	Limit Deductible 100,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: 10-010-069 - Town of Elizabeth Main Street Streetscape.

CERTIFICATE HOLDER**CANCELLATION**

Town of Elizabeth 151 S. Banner Street Elizabeth CO 80107	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2024

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

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

PRODUCER
CRS Insurance Brokerage
9780 S Meridian Blvd Suite 400
Englewood CO 80112

CONTACT NAME: Scott Anderson CIC
PHONE (A/C, No, Ext): 303-996-7833 **FAX (A/C, No):** 303-757-7719
E-MAIL ADDRESS: sanderson@crsdenver.com

INSURED
Triple M Construction, LLC.
7200 Quivas Street
Denver CO 80221

TRIPL-7

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Pinnacle Assurance	41190
INSURER B: Sentry Insurance a Mutual Company	24988
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1248328385**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☒ LOC OTHER:		A0214768	3/4/2024	3/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		A0214768	3/4/2024	3/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0 ☒ OCCUR ☐ CLAIMS-MADE		A0214768	3/4/2024	3/4/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	4162664	3/1/2024	3/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased & Rented Equipment		A0214768	3/4/2024	3/4/2025	Limit Deductible 100,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: 10-010-069 - Town of Elizabeth Main Street Streetscape.

CERTIFICATE HOLDER**CANCELLATION**

Town of Elizabeth
151 S. Banner Street
Elizabeth CO 80107

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

AUTHORIZED REPRESENTATIVE



Bid Tabulations

Bid Opening: Wednesday, 7/10/2024 @ 2:00PM

				Triple M Construction, LLC Bid Bond <u> X </u> Yes <u> </u> No Acknowledge Addendums 1 - 3 <u> X </u> Yes <u> </u> No		ABC Asphalt Inc. Bid Bond <u> X </u> Yes <u> </u> No Acknowledge Addendums 1 - 3 <u> X </u> Yes <u> </u> No		Elite Surface Infrastructure Bid Bond <u> X </u> Yes <u> </u> No Acknowledge Addendums 1 - 3 <u> X </u> Yes <u> </u> No		Essential Contractors Inc. Bid Bond <u> X </u> Yes <u> </u> No Acknowledge Addendums 1 - 3 <u> X </u> Yes <u> </u> No		FNF Construction, Inc. Bid Bond <u> X </u> Yes <u> </u> No Acknowledge Addendums 1 - 3 <u> X </u> Yes <u> </u> No		Nora Concrete Construction Corporation Bid Bond <u> X </u> Yes <u> </u> No Acknowledge Addendums 1 - 3 <u> X </u> Yes <u> </u> No		Engineer's Opinion of Probable Cost		
Item No.	Item	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Difference (Low Bid - EOPC)
1	Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 79,990.00	\$ 79,990.00	\$ 267,375.00	\$ 267,375.00	\$ 360,000.00	\$ 360,000.00	\$ 55,180.00	\$ 55,180.00	\$ 251,442.00	\$ 251,442.00	\$ 167,435.00	\$ 167,435.00	\$ (142,435.00)
2	Remove Sign	EA	4	\$ 500.00	\$ 2,000.00	\$ 17.50	\$ 70.00	\$ 95.00	\$ 380.00	\$ 300.00	\$ 1,200.00	\$ 250.00	\$ 1,000.00	\$ 240.00	\$ 960.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00
3	Relocate Sign	EA	12	\$ 500.00	\$ 6,000.00	\$ 213.00	\$ 2,556.00	\$ 270.00	\$ 3,240.00	\$ 500.00	\$ 6,000.00	\$ 305.00	\$ 3,660.00	\$ 479.00	\$ 5,748.00	\$ 370.00	\$ 4,440.00	\$ 1,560.00
4	Remove Existing Trees	EA	12	\$ 3,000.00	\$ 36,000.00	\$ 2,130.00	\$ 25,560.00	\$ 1,215.00	\$ 14,580.00	\$ 700.00	\$ 8,400.00	\$ 1,345.00	\$ 16,140.00	\$ 2,693.00	\$ 32,316.00	\$ 1,000.00	\$ 12,000.00	\$ 24,000.00
5	Remove Asphalt Pavement	SY	655	\$ 40.00	\$ 26,200.00	\$ 18.50	\$ 12,117.50	\$ 10.65	\$ 6,975.75	\$ 14.50	\$ 9,497.50	\$ 23.00	\$ 15,065.00	\$ 17.00	\$ 11,135.00	\$ 13.00	\$ 8,515.00	\$ 17,685.00
6	Remove Concrete Pavement	SY	4,190	\$ 50.00	\$ 209,500.00	\$ 19.00	\$ 79,610.00	\$ 14.30	\$ 59,917.00	\$ 19.75	\$ 82,752.50	\$ 25.00	\$ 104,750.00	\$ 32.00	\$ 134,080.00	\$ 25.00	\$ 104,750.00	\$ 104,750.00
7	Remove Curb & Gutter	LF	560	\$ 20.00	\$ 11,200.00	\$ 8.00	\$ 4,480.00	\$ 6.55	\$ 3,668.00	\$ 10.50	\$ 5,880.00	\$ 32.00	\$ 17,920.00	\$ 14.00	\$ 7,840.00	\$ 12.50	\$ 7,000.00	\$ 4,200.00
8	Remove Curb Gutter & Sidewalk	LF	1,862	\$ 30.00	\$ 55,860.00	\$ 9.50	\$ 17,689.00	\$ 15.70	\$ 29,233.40	\$ 17.00	\$ 31,654.00	\$ 25.00	\$ 46,550.00	\$ 19.00	\$ 35,378.00	\$ 35.00	\$ 65,170.00	\$ (9,310.00)
9	Remove & Relocate Fence	LF	110	\$ 50.00	\$ 5,500.00	\$ 56.80	\$ 6,248.00	\$ 42.00	\$ 4,620.00	\$ 53.00	\$ 5,830.00	\$ 42.00	\$ 4,620.00	\$ 89.75	\$ 9,872.50	\$ 35.00	\$ 3,850.00	\$ 1,650.00
10	Relocate Fence Gate	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 497.00	\$ 497.00	\$ 112.00	\$ 112.00	\$ 1,500.00	\$ 1,500.00	\$ 1,110.00	\$ 1,110.00	\$ 2,017.00	\$ 2,017.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00
11	Remove Inlet	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 740.50	\$ 1,481.00	\$ 1,690.00	\$ 3,380.00	\$ 3,403.00	\$ 6,806.00	\$ 2,535.00	\$ 5,070.00	\$ 3,142.00	\$ 6,284.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
12	Remove Existing Storm Pipe	LF	100	\$ 200.00	\$ 20,000.00	\$ 29.40	\$ 2,940.00	\$ 33.15	\$ 3,315.00	\$ 53.00	\$ 5,300.00	\$ 90.00	\$ 9,000.00	\$ 138.00	\$ 13,800.00	\$ 35.00	\$ 3,500.00	\$ 16,500.00
	Remove & Replace Retaining Wall (4' Max)	LF	16	\$ 200.00	\$ 3,200.00	\$ 341.00	\$ 5,456.00	\$ 900.00	\$ 14,400.00	\$ 250.00	\$ 4,000.00	\$ 720.00	\$ 11,520.00	\$ 539.00	\$ 8,624.00	\$ 150.00	\$ 2,400.00	\$ 800.00
14	Remove Existing Streetlights	EA	21	\$ 300.00	\$ 6,300.00	\$ 693.00	\$ 14,553.00	\$ 580.00	\$ 12,180.00	\$ 500.00	\$ 10,500.00	\$ 490.00	\$ 10,290.00	\$ 674.00	\$ 14,154.00	\$ 250.00	\$ 5,250.00	\$ 1,050.00
15	Remove Sidewalk Concrete	SY	240	\$ 47.00	\$ 11,280.00	\$ 18.80	\$ 4,512.00	\$ 10.10	\$ 2,424.00	\$ 19.25	\$ 4,620.00	\$ 36.00	\$ 8,640.00	\$ 23.00	\$ 5,520.00	\$ 30.00	\$ 7,200.00	\$ 4,080.00
16	Sawcut Pavement	LF	3,800	\$ 3.00	\$ 11,400.00	\$ 2.02	\$ 7,676.00	\$ 4.80	\$ 18,240.00	\$ 6.00	\$ 22,800.00	\$ 6.00	\$ 22,800.00	\$ 4.75	\$ 18,050.00	\$ 4.00	\$ 15,200.00	\$ (3,800.00)
17	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 171,800.00	\$ 171,800.00	\$ 308,825.00	\$ 308,825.00	\$ 184,700.00	\$ 184,700.00	\$ 72,490.00	\$ 72,490.00	\$ 334,440.00	\$ 334,440.00	\$ 50,000.00	\$ 50,000.00	\$ (40,000.00)
18	Cut	CY	250	\$ 85.00	\$ 21,250.00	\$ 41.70	\$ 10,425.00	\$ 25.80	\$ 6,450.00	\$ 35.00	\$ 8,750.00	\$ 78.00	\$ 19,500.00	\$ 27.00	\$ 6,750.00	\$ 15.00	\$ 3,750.00	\$ 17,500.00
19	Fill	CY	2,860	\$ 65.00	\$ 185,900.00	\$ 4.95	\$ 14,157.00	\$ 7.75	\$ 22,165.00	\$ 57.00	\$ 163,020.00	\$ 41.00	\$ 117,260.00	\$ 27.00	\$ 77,220.00	\$ 18.00	\$ 51,480.00	\$ 134,420.00
20	Import Material	CY	2,610	\$ 75.00	\$ 195,750.00	\$ 11.80	\$ 30,798.00	\$ 17.90	\$ 46,719.00	\$ 64.00	\$ 167,040.00	\$ 20.00	\$ 52,200.00	\$ 57.00	\$ 148,770.00	\$ 20.00	\$ 52,200.00	\$ 143,550.00
21	Retaining Wall 4' Max	LF	60	\$ 75.00	\$ 4,500.00	\$ 341.00	\$ 20,460.00	\$ 241.00	\$ 14,460.00	\$ 500.00	\$ 30,000.00	\$ 320.00	\$ 19,200.00	\$ 290.00	\$ 17,400.00	\$ 100.00	\$ 6,000.00	\$ (1,500.00)
22	Concrete Washout Area	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 3,980.00	\$ 3,980.00	\$ 2,800.00	\$ 2,800.00	\$ 8,000.00	\$ 8,000.00	\$ 5,485.00	\$ 5,485.00	\$ 3,667.00	\$ 3,667.00	\$ 2,500.00	\$ 2,500.00	\$ (1,500.00)
23	Storm Drain Inlet Protection (Type I)	LF	191	\$ 11.00	\$ 2,101.00	\$ 12.00	\$ 2,292.00	\$ 16.50	\$ 3,151.50	\$ 10.00	\$ 1,910.00	\$ 19.00	\$ 3,629.00	\$ 22.00	\$ 4,202.00	\$ 6.00	\$ 1,146.00	\$ 955.00
24	Remove Silt Fence	LF	1,355	\$ 2.00	\$ 2,710.00	\$ 0.90	\$ 1,219.50	\$ 3.60	\$ 4,878.00	\$ 1.00	\$ 1,355.00	\$ 2.00	\$ 2,710.00	\$ 1.40	\$ 1,897.00	\$ 1.50	\$ 2,032.50	\$ 677.50
25	Remove Vehicle Tracking Control	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,250.00	\$ 1,250.00	\$ 980.00	\$ 980.00	\$ 1,000.00	\$ 1,000.00	\$ 1,505.00	\$ 1,505.00	\$ 1,286.00	\$ 1,286.00	\$ 715.00	\$ 715.00	\$ 285.00
26	Seeding & Mulching	AC	0.5	\$ 3,500.00	\$ 1,750.00	\$ 6,390.00	\$ 3,195.00	\$ 6,900.00	\$ 3,450.00	\$ 5,000.00	\$ 2,500.00	\$ 16,885.00	\$ 8,442.50	\$ 4,556.00	\$ 2,278.00	\$ 5,000.00	\$ 2,500.00	\$ (750.00)
27	Silt Fence	LF	1,355	\$ 3.00	\$ 4,065.00	\$ 2.75	\$ 3,726.25	\$ 1.65	\$ 2,235.75	\$ 2.50	\$ 3,387.50	\$ 3.00	\$ 4,065.00	\$ 2.25	\$ 3,048.75	\$ 2.30	\$ 3,116.50	\$ 948.50
28	Stabilized Staging Area	SY	100	\$ 60.00	\$ 6,000.00	\$ 96.60	\$ 9,660.00	\$ 20.90	\$ 2,090.00	\$ 50.00	\$ 5,000.00	\$ 67.00	\$ 6,700.00	\$ 70.00	\$ 7,000.00	\$ 11.00	\$ 1,100.00	\$ 4,900.00
29	Vehicle Tracking Control	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 4,970.00	\$ 4,970.00	\$ 3,875.00	\$ 3,875.00	\$ 5,000.00	\$ 5,000.00	\$ 5,390.00	\$ 5,390.00	\$ 3,638.00	\$ 3,638.00	\$ 5,000.00	\$ 5,000.00	\$ (4,000.00)
30	Erosion Control Management	DAY	185	\$ 250.00	\$ 46,250.00	\$ 167.50	\$ 30,987.50	\$ 106.00	\$ 19,610.00	\$ 350.00	\$ 64,750.00	\$ 60.00	\$ 11,100.00	\$ 361.00	\$ 66,785.00	\$ 300.00	\$ 55,500.00	\$ (9,250.00)
31	Full Depth Concrete Pavement, Base, & Subgrade Prep	SY	1,850	\$ 90.00	\$ 166,500.00	\$ 94.00	\$ 173,900.00	\$ 119.50	\$ 221,075.00	\$ 100.00	\$ 185,000.00	\$ 157.00	\$ 290,450.00	\$ 138.00	\$ 255,300.00	\$ 140.00	\$ 259,000.00	\$ (92,500.00)
32	Full Depth Asphalt Pavement, Base, & Subgrade Prep	SY	2,040	\$ 40.00	\$ 81,600.00	\$ 67.00	\$ 136,680.00	\$ 75.00	\$ 153,000.00	\$ 83.50	\$ 170,340.00	\$ 115.00	\$ 234,600.00	\$ 130.00	\$ 265,200.00	\$ 95.00	\$ 193,800.00	\$ (112,200.00)
33	1' Wide Sidewalk Chase Drain with Pedestrian Rated Grate	LF	11	\$ 136.00	\$ 1,496.00	\$ 281.50	\$ 3,096.50	\$ 301.40	\$ 3,315.40	\$ 550.00	\$ 6,050.00	\$ 240.00	\$ 2,640.00	\$ 420.00	\$ 4,620.00	\$ 110.00	\$ 1,210.00	\$ 286.00
34	Expansion Joint	LF	4,700	\$ 3.00	\$ 14,100.00	\$ 1.88	\$ 8,836.00	\$ 5.90	\$ 27,730.00	\$ 1.50	\$ 7,050.00	\$ 4.30	\$ 20,210.00	\$ 2.75	\$ 12,925.00	\$ 5.00	\$ 23,500.00	\$ (9,400.00)
35	6" Thick Concrete Sidewalk (Type 1)	SY	2,955	\$ 75.00	\$ 221,625.00	\$ 69.50	\$ 205,372.50	\$ 90.10	\$ 266,245.50	\$ 69.00	\$ 203,895.00	\$ 117.00	\$ 345,735.00	\$ 90.00	\$ 265,950.00	\$ 82.00	\$ 242,310.00	\$ (20,685.00)
36	6" Thick Concrete Sidewalk (Type 2)	SY	1,030	\$ 75.00	\$ 77,250.00	\$ 74.30	\$ 76,529.00	\$ 115.30	\$ 118,759.00	\$ 100.00	\$ 103,000.00	\$ 155.00	\$ 159,650.00	\$ 169.00	\$ 174,070.00	\$ 95.00	\$ 97,850.00	\$ (20,600.00)



Elizabeth Main Street Streetscape
Project No 10-10-069

Bid Tabulations

Bid Opening: Wednesday, 7/10/2024 @ 2:00PM



Item No.	Item	Unit	Quantity	Triple M Construction		ABC Asphalt		Elite Surface Infrastructure		Essential Contractors		FNF Construction		Nora Concrete Construction		Engineer's Opinion of Probable Cost		
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Difference (Low Bid - EOPC)
37	6" Thick Concrete Sidewalk (Type 3)	SY	645	\$ 75.00	\$ 48,375.00	\$ 75.10	\$ 48,439.50	\$ 139.60	\$ 90,042.00	\$ 180.00	\$ 116,100.00	\$ 175.00	\$ 112,875.00	\$ 166.00	\$ 107,070.00	\$ 95.00	\$ 61,275.00	\$ (12,900.00)
38	Concrete Steps	EA	3	\$ 500.00	\$ 1,500.00	\$ 581.50	\$ 1,744.50	\$ 3,975.00	\$ 11,925.00	\$ 2,000.00	\$ 6,000.00	\$ 8,355.00	\$ 25,065.00	\$ 3,533.00	\$ 10,599.00	\$ 5,000.00	\$ 15,000.00	\$ (13,500.00)
39	2' Concrete U-Channel	LF	470	\$ 50.00	\$ 23,500.00	\$ 39.10	\$ 18,377.00	\$ 65.50	\$ 30,785.00	\$ 103.50	\$ 48,645.00	\$ 80.00	\$ 37,600.00	\$ 36.75	\$ 17,272.50	\$ 70.00	\$ 32,900.00	\$ (9,400.00)
40	Crossspan	EA	6	\$ 3,000.00	\$ 18,000.00	\$ 3,380.00	\$ 20,280.00	\$ 5,790.00	\$ 34,740.00	\$ 3,000.00	\$ 18,000.00	\$ 10,945.00	\$ 65,670.00	\$ 2,832.00	\$ 16,992.00	\$ 6,500.00	\$ 39,000.00	\$ (21,000.00)
41	4' Valley Gutter	LF	165	\$ 52.00	\$ 8,580.00	\$ 35.30	\$ 5,824.50	\$ 42.60	\$ 7,029.00	\$ 66.50	\$ 10,972.50	\$ 80.00	\$ 13,200.00	\$ 52.00	\$ 8,580.00	\$ 100.00	\$ 16,500.00	\$ (7,920.00)
42	6" Vertical Curb & Gutter	LF	4,150	\$ 28.00	\$ 116,200.00	\$ 21.30	\$ 88,395.00	\$ 41.90	\$ 173,885.00	\$ 25.50	\$ 105,825.00	\$ 37.00	\$ 153,550.00	\$ 34.50	\$ 143,175.00	\$ 35.00	\$ 145,250.00	\$ (29,050.00)
43	8" Vertical Curb & Gutter	LF	102	\$ 30.00	\$ 3,060.00	\$ 31.50	\$ 3,213.00	\$ 45.50	\$ 4,641.00	\$ 35.00	\$ 3,570.00	\$ 59.00	\$ 6,018.00	\$ 46.00	\$ 4,692.00	\$ 60.00	\$ 6,120.00	\$ (3,060.00)
44	4" Mountable Curb & Gutter	LF	221	\$ 27.00	\$ 5,967.00	\$ 31.25	\$ 6,906.25	\$ 46.25	\$ 10,221.25	\$ 35.00	\$ 7,735.00	\$ 51.00	\$ 11,271.00	\$ 35.00	\$ 7,735.00	\$ 60.00	\$ 13,260.00	\$ (7,293.00)
45	Curb Ramp (Corner)	EA	38	\$ 3,000.00	\$ 114,000.00	\$ 1,770.00	\$ 67,260.00	\$ 2,730.00	\$ 103,740.00	\$ 3,350.00	\$ 127,300.00	\$ 3,040.00	\$ 115,520.00	\$ 2,523.00	\$ 95,874.00	\$ 2,500.00	\$ 95,000.00	\$ 19,000.00
46	Curb Ramp (Mid Block)	EA	5	\$ 2,900.00	\$ 14,500.00	\$ 1,780.00	\$ 8,900.00	\$ 3,060.00	\$ 15,300.00	\$ 3,350.00	\$ 16,750.00	\$ 3,805.00	\$ 19,025.00	\$ 1,713.00	\$ 8,565.00	\$ 3,000.00	\$ 15,000.00	\$ (500.00)
47	Precast Concrete Vehicle Bumpers	EA	7	\$ 150.00	\$ 1,050.00	\$ 177.00	\$ 1,239.00	\$ 275.00	\$ 1,925.00	\$ 500.00	\$ 3,500.00	\$ 620.00	\$ 4,340.00	\$ 371.00	\$ 2,597.00	\$ 300.00	\$ 2,100.00	\$ (1,050.00)
48	Clearing and Grubbing	AC	0.5	\$ 2,000.00	\$ 1,000.00	\$ 3,410.00	\$ 1,705.00	\$ 16,200.00	\$ 8,100.00	\$ 30,000.00	\$ 15,000.00	\$ 10,405.00	\$ 5,202.50	\$ 44,702.00	\$ 22,351.00	\$ 6,000.00	\$ 3,000.00	\$ (2,000.00)
49	Flexible Delineator (Type 1) Driveable Method	EA	128	\$ 150.00	\$ 19,200.00	\$ 133.00	\$ 17,024.00	\$ 172.50	\$ 22,080.00	\$ 250.00	\$ 32,000.00	\$ 130.00	\$ 16,640.00	\$ 103.00	\$ 13,184.00	\$ 110.00	\$ 14,080.00	\$ 5,120.00
50	Pedestrian Guard Rail	LF	100	\$ 270.00	\$ 27,000.00	\$ 355.00	\$ 35,500.00	\$ 185.00	\$ 18,500.00	\$ 500.00	\$ 50,000.00	\$ 370.00	\$ 37,000.00	\$ 237.00	\$ 23,700.00	\$ 500.00	\$ 50,000.00	\$ (23,000.00)
51	Pedestrian Hand Rail	LF	30	\$ 270.00	\$ 8,100.00	\$ 142.00	\$ 4,260.00	\$ 162.00	\$ 4,860.00	\$ 500.00	\$ 15,000.00	\$ 365.00	\$ 10,950.00	\$ 150.50	\$ 4,515.00	\$ 400.00	\$ 12,000.00	\$ (3,900.00)
52	Signage	EA	16	\$ 200.00	\$ 3,200.00	\$ 1,240.00	\$ 19,840.00	\$ 385.00	\$ 6,160.00	\$ 200.00	\$ 3,200.00	\$ 625.00	\$ 10,000.00	\$ 1,208.00	\$ 19,328.00	\$ 400.00	\$ 6,400.00	\$ (3,200.00)
53	Pavement Marking Paint	GAL	31	\$ 500.00	\$ 15,500.00	\$ 248.50	\$ 7,703.50	\$ 83.00	\$ 2,573.00	\$ 250.00	\$ 7,750.00	\$ 64.00	\$ 1,984.00	\$ 242.00	\$ 7,502.00	\$ 60.00	\$ 1,860.00	\$ 13,640.00
54	Striping, Handicap Parking Symbol	EA	7	\$ 1,000.00	\$ 7,000.00	\$ 142.00	\$ 994.00	\$ 41.50	\$ 290.50	\$ 350.00	\$ 2,450.00	\$ 1,090.00	\$ 7,630.00	\$ 1,284.00	\$ 8,988.00	\$ 525.00	\$ 3,675.00	\$ 3,325.00
55	2' Wide Pedestrian Rated U-Channel Trench Drain Grates	LF	405	\$ 300.00	\$ 121,500.00	\$ 219.50	\$ 88,897.50	\$ 578.60	\$ 234,333.00	\$ 50.00	\$ 20,250.00	\$ 345.00	\$ 139,725.00	\$ 177.00	\$ 71,685.00	\$ 405.00	\$ 164,025.00	\$ (42,525.00)
56	Litter Receptacle with Rigid Plastic Liner	EA	9	\$ 1,800.00	\$ 16,200.00	\$ 2,160.00	\$ 19,440.00	\$ 2,320.00	\$ 20,880.00	\$ 2,000.00	\$ 18,000.00	\$ 3,290.00	\$ 29,610.00	\$ 2,127.00	\$ 19,143.00	\$ 1,800.00	\$ 16,200.00	\$ -
57	Bench with Back, Armrests	EA	10	\$ 3,000.00	\$ 30,000.00	\$ 2,040.00	\$ 20,400.00	\$ 3,019.00	\$ 30,190.00	\$ 2,100.00	\$ 21,000.00	\$ 2,885.00	\$ 28,850.00	\$ 2,931.00	\$ 29,310.00	\$ 2,500.00	\$ 25,000.00	\$ 5,000.00
58	Bike Rack	EA	14	\$ 1,800.00	\$ 25,200.00	\$ 744.00	\$ 10,416.00	\$ 940.00	\$ 13,160.00	\$ 600.00	\$ 8,400.00	\$ 735.00	\$ 10,290.00	\$ 634.00	\$ 8,876.00	\$ 800.00	\$ 11,200.00	\$ 14,000.00
59	4' x 16' Tree Grate Assembly	EA	6	\$ 2,000.00	\$ 12,000.00	\$ 11,320.00	\$ 67,920.00	\$ 10,855.00	\$ 65,130.00	\$ 17,000.00	\$ 102,000.00	\$ 13,095.00	\$ 78,570.00	\$ 10,710.00	\$ 64,260.00	\$ 9,000.00	\$ 54,000.00	\$ (42,000.00)
60	6' x 16' Tree Grate Assembly	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 13,100.00	\$ 52,400.00	\$ 13,665.00	\$ 54,660.00	\$ 22,000.00	\$ 88,000.00	\$ 15,100.00	\$ 60,400.00	\$ 13,805.00	\$ 55,220.00	\$ 15,000.00	\$ 60,000.00	\$ (48,000.00)
61	Segmented Block Planter Box	EA	9	\$ 3,000.00	\$ 27,000.00	\$ 1,070.00	\$ 9,630.00	\$ 10,500.00	\$ 94,500.00	\$ 1,500.00	\$ 13,500.00	\$ 15,310.00	\$ 137,790.00	\$ 18,065.00	\$ 162,585.00	\$ 9,300.00	\$ 83,700.00	\$ (56,700.00)
62	Landscaping	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 67,510.00	\$ 67,510.00	\$ 45,250.00	\$ 45,250.00	\$ 38,500.00	\$ 38,500.00	\$ 88,795.00	\$ 88,795.00	\$ 52,882.00	\$ 52,882.00	\$ 60,000.00	\$ 60,000.00	\$ -
63	Irrigation	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 131,030.00	\$ 131,030.00	\$ 102,000.00	\$ 102,000.00	\$ 87,000.00	\$ 87,000.00	\$ 198,135.00	\$ 198,135.00	\$ 119,434.00	\$ 119,434.00	\$ 110,000.00	\$ 110,000.00	\$ (50,000.00)
64	Streetlighting & Electrical	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 671,340.00	\$ 671,340.00	\$ 581,500.00	\$ 581,500.00	\$ 525,000.00	\$ 525,000.00	\$ 515,275.00	\$ 515,275.00	\$ 652,756.00	\$ 652,756.00	\$ 550,000.00	\$ 550,000.00	\$ (400,000.00)
65	Adjust Existing Manhole	EA	4	\$ 700.00	\$ 2,800.00	\$ 491.50	\$ 1,966.00	\$ 610.00	\$ 2,440.00	\$ 800.00	\$ 3,200.00	\$ 2,215.00	\$ 8,860.00	\$ 2,601.00	\$ 10,404.00	\$ 1,000.00	\$ 4,000.00	\$ (1,200.00)
66	Relocate Sanitary Sewer Service Lateral	EA	1	\$ 32,000.00	\$ 32,000.00	\$ 9,040.00	\$ 9,040.00	\$ 4,775.00	\$ 4,775.00	\$ 4,670.00	\$ 4,670.00	\$ 15,750.00	\$ 15,750.00	\$ 16,016.00	\$ 16,016.00	\$ 5,000.00	\$ 5,000.00	\$ 27,000.00
67	Connect to Existing Storm Infrastructure	EA	6	\$ 3,000.00	\$ 18,000.00	\$ 460.00	\$ 2,760.00	\$ 3,925.00	\$ 23,550.00	\$ 5,150.00	\$ 30,900.00	\$ 1,050.00	\$ 6,300.00	\$ 1,550.00	\$ 9,300.00	\$ 5,000.00	\$ 30,000.00	\$ (12,000.00)
68	FES 18", with Toe Wall	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 1,510.00	\$ 1,510.00	\$ 7,225.00	\$ 7,225.00	\$ 6,935.00	\$ 6,935.00	\$ 9,285.00	\$ 9,285.00	\$ 5,473.00	\$ 5,473.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
69	FES 24", with Toe Wall	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 2,070.00	\$ 2,070.00	\$ 8,075.00	\$ 8,075.00	\$ 7,500.00	\$ 7,500.00	\$ 9,570.00	\$ 9,570.00	\$ 6,160.00	\$ 6,160.00	\$ 3,480.00	\$ 3,480.00	\$ 4,520.00
70	Inlet Type R 5' (0 - 5')	EA	4	\$ 9,000.00	\$ 36,000.00	\$ 7,960.00	\$ 31,840.00	\$ 9,500.00	\$ 38,000.00	\$ 11,550.00	\$ 46,200.00	\$ 8,880.00	\$ 35,520.00	\$ 11,957.00	\$ 47,828.00	\$ 7,500.00	\$ 30,000.00	\$ 6,000.00
71	6" Wide Trench Drain with Pedestrian Rated Grate	LF	39	\$ 90.00	\$ 3,510.00	\$ 178.00	\$ 6,942.00	\$ 1,375.00	\$ 53,625.00	\$ 150.00	\$ 5,850.00	\$ 410.00	\$ 15,990.00	\$ 422.00	\$ 16,458.00	\$ 120.00	\$ 4,680.00	\$ (1,170.00)
72	12" Nyloplast Manhole	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 2,650.00	\$ 7,950.00	\$ 2,350.00	\$ 7,050.00	\$ 6,186.00	\$ 18,558.00	\$ 2,815.00	\$ 8,445.00	\$ 2,925.00	\$ 8,775.00	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00
73	Manhole 5' DIA (0 - 5')	EA	3	\$ 8,000.00	\$ 24,000.00	\$ 7,930.00	\$ 23,790.00	\$ 8,750.00	\$ 26,250.00	\$ 10,215.00	\$ 30,645.00	\$ 7,690.00	\$ 23,070.00	\$ 10,493.00	\$ 31,479.00	\$ 6,000.00	\$ 18,000.00	\$ 6,000.00
74	Manhole 5' DIA (5 - 10')	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 9,200.00	\$ 18,400.00	\$ 10,400.00	\$ 20,800.00	\$ 10,700.00	\$ 21,400.00	\$ 7,585.00	\$ 15,170.00	\$ 11,640.00	\$ 23,280.00	\$ 7,000.00	\$ 14,000.00	\$ 6,000.00
75	Manhole 4' DIA Flat Top (0 - 5')	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 4,960.00	\$ 4,960.00	\$ 6,785.00	\$ 6,785.00	\$ 9,800.00	\$ 9,800.00	\$ 6,485.00	\$ 6,485.00	\$ 9,582.00	\$ 9,582.00	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00
76	Manhole 5' DIA Flat Top (0 - 5')	EA	1	\$ 10,500.00	\$ 10,500.00	\$ 9,440.00	\$ 9,440.00	\$ 8,410.00	\$ 8,410.00	\$ 10,105.00	\$ 10,105.00	\$ 7,255.00	\$ 7,255.00	\$ 10,894.00	\$ 10,894.00	\$ 7,000.00	\$ 7,000.00	\$ 3,500.00



Elizabeth Main Street Streetscape
Project No 10-10-069

Bid Tabulations

Bid Opening: Wednesday, 7/10/2024 @ 2:00PM



Item No.	Item	Unit	Quantity	Triple M Construction		ABC Asphalt		Elite Surface Infrastructure		Essential Contractors		FNF Construction		Noraa Concrete Construction		Engineer's Opinion of Probable Cost		
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Difference (Low Bid - EOPC)
77	Manhole 5' DIA Flat Top (5 - 10')	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 9,210.00	\$ 9,210.00	\$ 8,410.00	\$ 8,410.00	\$ 10,700.00	\$ 10,700.00	\$ 7,255.00	\$ 7,255.00	\$ 11,929.00	\$ 11,929.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00
78	RCP 18"	LF	371	\$ 130.00	\$ 48,230.00	\$ 113.00	\$ 41,923.00	\$ 142.00	\$ 52,682.00	\$ 159.00	\$ 58,989.00	\$ 115.00	\$ 42,665.00	\$ 208.00	\$ 77,168.00	\$ 150.00	\$ 55,650.00	\$ (7,420.00)
79	RCP 24"	LF	285	\$ 155.00	\$ 44,175.00	\$ 124.00	\$ 35,340.00	\$ 177.00	\$ 50,445.00	\$ 210.00	\$ 59,850.00	\$ 145.00	\$ 41,325.00	\$ 252.00	\$ 71,820.00	\$ 170.00	\$ 48,450.00	\$ (4,275.00)
80	RCP 30"	LF	270	\$ 190.00	\$ 51,300.00	\$ 166.00	\$ 44,820.00	\$ 211.75	\$ 57,172.50	\$ 245.00	\$ 66,150.00	\$ 175.00	\$ 47,250.00	\$ 291.00	\$ 78,570.00	\$ 200.00	\$ 54,000.00	\$ (2,700.00)
81	RCP 42"	LF	40	\$ 210.00	\$ 8,400.00	\$ 289.00	\$ 11,560.00	\$ 356.00	\$ 14,240.00	\$ 470.00	\$ 18,800.00	\$ 300.00	\$ 12,000.00	\$ 567.00	\$ 22,680.00	\$ 450.00	\$ 18,000.00	\$ (9,600.00)
82	HDPE 8"	LF	130	\$ 300.00	\$ 39,000.00	\$ 75.50	\$ 9,815.00	\$ 97.00	\$ 12,610.00	\$ 105.00	\$ 13,650.00	\$ 90.00	\$ 11,700.00	\$ 123.00	\$ 15,990.00	\$ 100.00	\$ 13,000.00	\$ (26,000.00)
83	RCP ELLIPTICAL 23" x 14"	LF	225	\$ 170.00	\$ 38,250.00	\$ 184.50	\$ 41,512.50	\$ 202.00	\$ 45,450.00	\$ 257.00	\$ 57,825.00	\$ 175.00	\$ 39,375.00	\$ 283.00	\$ 63,675.00	\$ 200.00	\$ 45,000.00	\$ (6,750.00)
84	Riprap 9" Type L	SY	50	\$ 65.00	\$ 3,250.00	\$ 130.00	\$ 6,500.00	\$ 76.00	\$ 3,800.00	\$ 150.00	\$ 7,500.00	\$ 175.00	\$ 8,750.00	\$ 216.00	\$ 10,800.00	\$ 290.00	\$ 14,500.00	\$ (11,250.00)
85	Adjust Existing Valve Box	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 222.00	\$ 222.00	\$ 350.00	\$ 350.00	\$ 600.00	\$ 600.00	\$ 690.00	\$ 690.00	\$ 1,302.00	\$ 1,302.00	\$ 500.00	\$ 500.00	\$ 500.00
86	Reset Water Meter	EA	7	\$ 3,000.00	\$ 21,000.00	\$ 1,390.00	\$ 9,730.00	\$ 650.00	\$ 4,550.00	\$ 3,500.00	\$ 24,500.00	\$ 1,440.00	\$ 10,080.00	\$ 2,706.00	\$ 18,942.00	\$ 300.00	\$ 2,100.00	\$ 18,900.00
87	Relocate Fire Hydrant	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 15,010.00	\$ 30,020.00	\$ 5,630.00	\$ 11,260.00	\$ 12,000.00	\$ 24,000.00	\$ 13,375.00	\$ 26,750.00	\$ 4,970.00	\$ 9,940.00	\$ 5,000.00	\$ 10,000.00	\$ 2,000.00
88	Adjust Existing Fire Hydrant	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 2,210.00	\$ 2,210.00	\$ 2,890.00	\$ 2,890.00	\$ 5,000.00	\$ 5,000.00	\$ 1,075.00	\$ 1,075.00	\$ 3,037.00	\$ 3,037.00	\$ 1,200.00	\$ 1,200.00	\$ 2,800.00
89	Relocate Water Service Line - Main to Curb Stop (As Needed)	EA	4	\$ 6,000.00	\$ 24,000.00	\$ 6,440.00	\$ 25,760.00	\$ 3,950.00	\$ 15,800.00	\$ 5,000.00	\$ 20,000.00	\$ 17,100.00	\$ 68,400.00	\$ 6,200.00	\$ 24,800.00	\$ 2,000.00	\$ 8,000.00	\$ 16,000.00
Total				\$ 2,915,834.00		\$ 3,064,649.00		\$ 3,950,898.55		\$ 3,963,262.00		\$ 4,136,272.00		\$ 4,578,839.75		\$ 3,539,525.00		\$ (623,691.00)



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Board of Trustees
FROM: Zach Higgins, AICP Community Development Director
DATE: August 13, 2024
SUBJECT: Main Street Streetscape Construction Administration Contract, Resolution 24R34

SUMMARY

Staff is seeking the approval of Resolution 24R34, the Professional Services Agreement with CORE Engineering for the Main Street Streetscape Construction Administration. The Town of Elizabeth intends to enter into a contract for construction of the Main Street Streetscape on 08/13/2024 with Triple M Construction. The Construction Administration process will involve providing review of RFIs, weekly site visits, and some other general assistance through construction. The full Scope of Services, Budget, and Timeline can be found in Exhibit A. The Schedule of Rates is outlined in Exhibit B.

Construction is expected to commence in September of 2024. CORE estimates the construction to take six (6) months to complete both phases of the project. The Budget is noted as Time and Materials Not to Exceed (TME – NTE) \$30,000.

STAFF RECOMMENDATION

Staff recommends the approval of Resolution 24R34, the PSA with CORE Engineering to complete the Main Street Streetscape Construction Administration.

ATTACHMENT(S)

Resolution 24R34
CORE PSA

RESOLUTION 24R34

A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN AND CORE CONSULTANTS, INC. FOR THE CONSTRUCTION ADMINISTRATION OF THE MAIN STREET STREETScape/WIDENING PROJECT

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. The Professional Services Agreement between the Town and CORE Consultants, Inc. for the construction administration of the Main Street Streetscape/Widening Project, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 13th day of August, 2024, by and between the Town of Elizabeth, State of Colorado (hereinafter referred to as the "Town") and CORE Consultants, Inc. (hereinafter referred to as "Consultant").

RECITALS:

- A. The Town requires professional services.
- B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the Town, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the Town upon completion of the work.

IV. COMPENSATION

- A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. The contract term is through December 31, 2026. The Town may provide Contractor with seven (7) days' advance written notice of termination at any time pursuant to the terms of the Original Agreement. Except as may be changed in writing by the Town,

the Project shall be complete and Consultant shall furnish the Town the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant 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, no agent, employee, or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant 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. The work performed by Consultant 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.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall 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, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Town, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any subconsultant of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subconsultant of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with, any such liability, claims, or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the Town, its officers, or its employees, the Town shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the Town, its officers, or employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to paragraph A. above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX. Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars

(\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. 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, products, and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
4. The policy required by paragraph 2. above shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the Town shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages 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. The completed certificate of insurance shall be sent to:

Town of Elizabeth
Box 159
151 S. Banner Street
Elizabeth, Colorado 80107

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of 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, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

7. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that 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 (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

XI. WORKERS WITHOUT AUTHORIZATION.

a. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization and that Consultant has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any workers without authorization.

b. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or
2. Enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

c. Verification.

1. Consultant has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Consultant does not employ any workers without authorization and, if Consultant is not accepted into the basic pilot program prior to entering into this Agreement, that Consultant shall apply to participate in the basic pilot program every three (3) months until Consultant is accepted or this Agreement has been completed, whichever is earlier.
2. Consultant shall not use basic pilot program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with a worker without authorization, Consultant shall:

i. Notify the subconsultant and the Town within three (3) days that Consultant has actual knowledge that the subconsultant is employing or contracting with a worker without authorization; and

ii. Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the contract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

d. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

XII. NON-ASSIGNABILITY

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.

XIII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

XIV. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

XV. 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 the County of Elbert, State of Colorado.

XVI. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

XVII. 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 obligation of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The Town:	Town of Elizabeth
	151 S. Banner Street
	Box 159
	Elizabeth, Colorado 80107

Consultant: CORE Consultants, Inc.
3473 South Broadway
Englewood, CO 80113

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

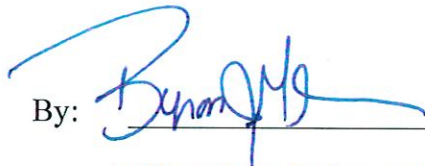
TOWN OF ELIZABETH, COLORADO

By: _____
Tammy Payne, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

CONSULTANT

By:  _____
DIRECTOR OF ENGINEERING 8/1/24
Title Date

ATTEST:

Title Date

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made as of 7/15/2024, by and between CORE Consultants, Inc., a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and Town of Elizabeth ("Client"; CORE and Client are sometimes referred to as the "Parties") contains the following Attachments that are incorporated into and made part of this Agreement:

Exhibit A – Service Authorization
Exhibit B – Schedule of Rates
Exhibit C – Terms and Conditions
Exhibit D – Schedule of Insurance

When this Agreement and one or more Service Authorizations are executed, they combine to become a single agreement with respect to the professional services to be provided by CORE, fully incorporating Exhibits B, C, and D therein. This Agreement is binding upon the Parties, their successors, and assigns. Client understands the terms and conditions set forth and willingly enters into this Agreement. The terms of this Agreement shall also cover all services performed by CORE for Client, prior to the execution of the Agreement, if any.

The Parties agree as follows:

SCOPE OF SERVICES

The Scope of Services under this Agreement is as defined in any and all fully executed Service Authorizations.

COMPENSATION

Compensation for the services provided under this Agreement is as defined in any and all fully executed Service Authorizations.

CORE's Schedule of Rates is attached as Exhibit B.

TERMS AND CONDITIONS

The terms and conditions of this Agreement are as set forth in Exhibit C and are incorporated herein as if contained directly in this Agreement.

LIMITATIONS OF PROFESSIONAL SERVICES

Services not specifically identified in any Service Authorization are excluded from this Agreement. However, deviation from the Scope of Service, whether client-driven or through agency review, will be justification for amendments to any applicable Service Authorizations.

INSURANCE

CORE is insured pursuant to the Schedule of Insurance attached hereto as Exhibit D.

CORE: CORE Consultants, Inc.

Client: Town of Elizabeth

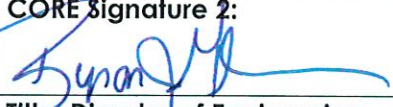
CORE Signature 1: 	Signature:
Title: Principal	Title:
Date: 8/1/24	
Email: dforbes@liveyourcore.com	Date:
CORE Signature 2: 	
Title: Director of Engineering	Email:
Date: 8/1/24	
Email: bglenn@liveyourcore.com	
Address: 3473 South Broadway Englewood, CO 80113	Address:
Phone: 303.703.4444	Phone:

EXHIBIT A

SERVICE AUTHORIZATION

Service Authorization No. 1
CORE Project No. 10-010-080 (the "Project").

This Exhibit A, Service Authorization, executed by and between CORE Consultants, Inc., a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE"), and Town of Elizabeth, ("Client"; CORE and Client, the "Parties"), shall become incorporated into and be part of that certain Professional Service Agreement between the Parties, dated 7/15/2024 (the "Agreement").

This Service Authorization identifies the Scope of Services, Assumptions and Clarifications, Exclusions, Client Responsibilities, and Compensation related to Services to be provided by CORE for the Project.

SCOPE OF SERVICES

Based on the following Scope of Services and fee, the Town of Elizabeth has requested Construction Administrative services for both Phase 1 and Phase 2, to help the Town effectively manage the construction of the Main Street Streetscape project. This Scope of Work includes the following items:

1. Construction Administration

- 1.1. Provide the review of any request for information (RFI) submitted by the selected contractor which may include the following:
 - Clarification of design elements,
 - Material submittals,
 - Value engineering requests,
 - Material substitution requests
 - General design questions

We anticipate **no more than twenty (20)** RFI's. Anticipated response times for RFI reviews will be within five (5) days.

- 1.2. CORE Consultants will provide weekly site visits to help the Town with construction compliance and to address any concerns as construction proceeds. We have assumed a **six (6) month construction time** frame for the two (2) phases of work and a total of **five (5) hours for each visit**, including travel and summary report.

- 1.3. CORE Consultants recommends that a representative be present on site during the initial pavement saw cutting for removal to inspect the current lateral jointing pattern and to direct the contractor's cutting placement as needed to help maintain the design intent and to avoid excess material removal that may result in a change order request. We estimate **two, one eight (8) hour days** to walk the site with the contractor. This includes

both phases of work.

ASSUMPTIONS AND CLARIFICATIONS

The following Assumptions and Clarifications are provided relative to the Scope of Services, Compensation, and Schedule herein:

1. The proposed fee is valid for 30 days. Beyond that, pricing will require review/revision by CORE.
2. This Agreement and all contents expressed herein are confidential and cannot be disclosed to parties outside of CORE and Client without the specific written permission of CORE.
3. The fee and Scope of Services are based on the contractor's work schedule and needs. Any work extending beyond the schedule indicated due to revisions directed by Client is not included.
4. RFI's will be addressed within five (5) working days.
5. If the Scope of Services is increased, the fee will also increase based on requirements dictated by the schedule and requirements.
6. CORE services will be provided with a standard of care similar to other professional service firms providing these services within the region.

SPECIFIC EXCLUSIONS

This Agreement specifically excludes the following items, and all items not listed in the Scope of Services presented herein:

1. CDOT permitting
2. Utility Service Coordination
3. Construction Observation/Inspection
4. Materials Testing
5. Monthly Contractor Pay Application Review
6. Contractor Change Order Requests
7. Assistance in any Contractor Claims

CLIENT RESPONSIBILITIES

The following items will be provided by Client:

1. Client shall cooperate with CORE in good faith, as necessary to allow CORE to perform the services defined in the Agreement.
2. Client shall provide CORE with information and criteria of Client's requirements for the Project. Please provide 24-hour notice for requested field visit.
3. Client shall provide access to the Project site as necessary for CORE's performance of the Scope of Services.
4. Client shall examine and respond promptly to CORE's submissions to Client.
5. Client shall consult with CORE on a regular basis concerning the timeliness, cost, and adequacy of services as the service progress, and promptly furnish to CORE written notice of any noncompliance with the terms of the Agreement.

COMPENSATION

The Scope of Services provided herein will be provided on a Time and Materials Not to Exceed Estimate Not to Exceed dollar value as outlined below without Town authorization ("TME-NTE") basis. Each Scope of Services item is noted as TME-NTE.

Item	Item Description	Fee	Type
1	Construction Administration	\$30,000	TME NTE
	Total	\$30,000	

All TME NTE items will be invoiced pursuant to the Terms and Conditions and at the Schedule of Rates, both as in effect at the time services are rendered and expenses incurred.

Additional site mobilizations will also incur mileage reimbursement costs, when separate travel is required, based on current IRS allowable rates.

SCHEDULE

Schedule will be dependent on contractors' construction schedule and RFI needs.

CORE is hereby authorized by Client to proceed with the Scope of Services as set forth herein.

CORE Consultants, Inc.

Client: Town of Elizabeth

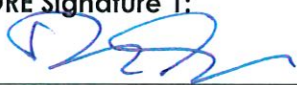
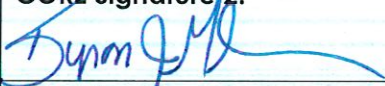
CORE Signature 1: 	Signature:
Title: Principal	Title:
Date: 8/1/24	
Email: dforbes@liveyourcore.com	Date:
CORE Signature 2: 	
Title: Director of Engineering	Email:
Date: 8/1/24	
Email: bglenn@liveyourcore.com	
Address: 3473 South Broadway	Address:
Englewood, CO 80113	
Phone: 303.703.4444	Phone:

EXHIBIT B - 2024 SCHEDULE OF RATES

(HOURLY)

Effective as of February 6, 2023

This Exhibit B, 2024 Schedule of Rates, is subject to change at any time.

MANAGEMENT

Principal	\$230 - \$260
Market Sector Leader	\$220 - \$260
Team Leader	\$205 - \$240
Project Manager	\$170 - \$215

ENGINEERING

Project Engineer	\$155 - \$190
Engineer	\$120 - \$140
Engineer Intern	\$75 - \$85

LAND SURVEYING

Project Surveyor	\$130 - \$170
Survey Technician	\$80 - \$130
Party Chief	\$105 - \$115
Instrument Operator	\$95 - \$100
Survey Intern	\$75
One-Person Survey Crew	\$145
Two-Person Survey Crew	\$190

CAD/GIS

CAD Designer	\$120 - \$160
CAD Technician	\$90 - \$130

LITIGATION SUPPORT

Expert Witness/ Deposition	\$350
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ADMINISTRATION

Administrative Assistant	\$85 - \$100
Project Accountant	\$120
Project Administrator	\$150
Project Executive	\$200

REIMBURSABLE EXPENSES

Vehicle Mileage	Current IRS rate
Travel Expense	cost + 15%
Postage/Shipping/Courier	cost + 15%
Survey Supplies	cost + 15%
Large Format Printing	B&W \$2.50/sf Color \$3.00/sf Mylar \$3.00/sf

Direct reimbursable expenses such as travel expenses, meals and lodging, postage and shipping, reproduction, document, and special equipment purchases, and sub-consultants shall be billed at cost plus 15%. Any application, permit, submittal, review, and recording/filing fees shall be paid directly by the client.

EXHIBIT C

TERMS AND CONDITIONS

Effective Date July 15, 2024

This Exhibit C, Terms and Conditions, is hereby incorporated into that certain Professional Service Agreement, executed by and between CORE Consultants, Inc. a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and Town of Elizabeth ("Client"; CORE and Client, individually, a "Party", and collectively, the "Parties"), and dated 7/15/2024 (the "Agreement").

These Terms and Conditions may be updated by CORE from time to time; however, such updated Terms and Conditions shall not apply to any previously executed Professional Service Agreement unless and until signed by Client under such previously executed Professional Service Agreement. **These Terms and Conditions are in addition to the Town of Elizabeth's Agreement for Professional Services, and where a contradiction in terms occurs, the Town's agreement will supersede this Exhibit C.**

1. Standard of Care

- 1.1. All services provided by CORE under the Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in this geographic area.
- 1.2. If due to CORE's negligence, a required item or component of the Project is omitted from CORE's designs, drawings, reports, calculations, specifications, electronic data, and similar services and deliverables, in either electronic or hard copy form (any such documents or instruments, "Instruments of Service"), CORE shall be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Instruments of Service provided that such item or component was not omitted based on the failure of Client or its affiliates to provide CORE with appropriate information, specifications or data. However, CORE shall be compensated for the cost required to add such item or component to the extent that such item or component provides betterment or upgrades or enhances the value of the project that was not originally incorporated into the specifications or directions provided to CORE by Client.

2. Subcontractors

CORE shall not subcontract any part of its services under the Agreement without first providing notice to Client. Client consents to any subcontractor or subconsultant listed in the Scope of Services on Exhibit A. CORE shall obligate any subcontractor to agree to comply with all applicable provisions of the Agreement. Nothing contained in any subcontract shall create a contractual relationship between Client and any such subcontractor.

3. Reuse of Documents

- 3.1. Client acknowledges the Instruments of Service are for use solely on the Project. CORE and its subconsultants, as authors and owners of their respective Instruments of Service, retain all common law, statutory, and other reserved rights, including copyrights. Distribution of Instruments of Service for regulatory or other Project purposes is not a publication in derogation of the reserved rights.
- 3.2. Upon execution of the Agreement and so long as Client is not in default of its obligations to CORE, CORE grants Client a nonexclusive license to reproduce all finished Instruments of Service prepared by CORE solely for use on the Project (the "License"), subject to the following: (a) if Client is in default of the Agreement, including instances where CORE terminates the Agreement for nonpayment, the License is terminated without the necessity of further action on the part of the Parties; (b) if Client terminates the Agreement for CORE's default (or for Client's convenience and Client is not in default of its obligations to CORE), the License is terminated without the necessity of further action on the part of the Parties and is replaced by a nonexclusive license, permitting Client, subject to the other provisions of the Agreement and this Exhibit C, to authorize properly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for purpose of completing, using, and maintaining the Project. CORE shall be awarded damages for Client's use of the Instruments of Service if it is later determined by an authority with competent jurisdiction that CORE was not in default. CORE retains the right to use, sell, and/or modify any databases developed and/or modified in performing its services.
- 3.3. The licenses granted are not assignable without CORE's prior written consent, and no license or right is granted or implied under the Agreement, except as provided above. Use of Instruments of Service after termination of the Agreement or upon suspension or completion of the Project is at Client's risk and without liability to CORE, and Client agrees to indemnify, defend, and hold CORE harmless from any and all claims, damages, losses, liabilities, and expenses, including attorney fees and expert and consulting fees, arising out of or resulting from such use.

4. Excluded Services

Services not expressly identified in writing in any applicable Service Authorization are excluded from the Scope of Services. Client expressly agrees that CORE has no responsibility to perform such services.

5. Additional Services

Client and CORE agree that there may be circumstances beyond their control, which are unforeseen and that may arise during the Project. These circumstances may require changes to the Scope of Services and Compensation. The additional services shall be invoiced per the terms of any applicable Service Authorization.

6. Construction Phase Services

These services as provided for in the Exhibit A-Scope of Services will be for construction administration purposes only as defined in the Scope of Work.

7. Invoicing

7.1 CORE invoices on a time and materials not to exceed estimate ("TME NTE") basis, which basis may be set forth in the applicable Service Authorization. TME items are invoiced pursuant to the Schedule of Rates in effect at the time services are rendered and expenses incurred. Overtime for non-exempt employees will be billed at 1.5 times their normal rate for time over 40 hours weekly. Changes to the Scope of Services and compensation shall be identified in a Service Authorization, submitted in writing to Client, and commenced only upon a fully executed Service Authorization. TME NTE fee estimates shall not be exceeded without a fully executed amendment to the Service Authorization by the Town.

7.2 Reimbursable expenses shall be charged and invoiced at 1.15 times the direct out-of-pocket expense. These reimbursable expenses include but are not limited to, application, processing, review, recording, and permit fees, reasonable travel costs, communication costs, equipment and meeting room rentals, sub-consultant fees, reproduction costs, and delivery and shipping fees.

7.3 Invoicing is performed monthly with payment due net 30 days from the date of invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month. Collection charges, including attorney's fees and court costs, are payable by Client in the event of late payment. Final payment is required prior to release of any signed and stamped drawings, reports, or the delivery of any final Instruments of Service.

7.5 Any fee estimate provided is based upon our understanding of the Project at the time that the Scope of Services is provided. The fee estimate is also based upon a standard performance schedule for such services. Compressed schedules will increase the fee estimate. Unforeseen conditions or necessary revisions may require CORE to modify the original Scope of Services and obtain approval from Client prior to proceeding with the modified scope via a Service Authorization amendment.

8. Insurance

During the term of the Agreement, CORE shall maintain the level of insurance protection as is set forth in Exhibit D.

9. Limitations

9.1. CORE agrees to indemnify and save Client harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of CORE in connection with the Project. Client agrees to indemnify and save CORE harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Client in connection with the Project. If the negligence of both CORE and Client is the cause of such damage or

injury, the loss, cost, or expense shall be shared between CORE and Client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion.

- 9.2. It is intended that the performance of CORE's services shall not subject the personnel of the Parties, including employees, officers, directors, members, managers, and shareholders (collectively, "Personnel"), to any personal legal exposure for any risk associated with the Project. The Parties agree that any claim, demand, or suit shall be made only against a Party and not against any of its Personnel.
- 9.3. Client and CORE agree that notwithstanding any other provision in the Agreement to the contrary (including any other provision with the same or similar limiting language), to the fullest extent permitted by law: (a) the total liability in the aggregate, of CORE and its Personnel, agents and independent contractors, and any of them, to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever (including, without limitation; indemnity obligations, contract damages, attorney's fees and expert witness fees) arising out of or in any way related to CORE's services, the Project, or the Agreement, from any cause or causes whatsoever and regardless of the legal theory asserted (including, without limitation, negligence, errors, omissions, strict liability, misrepresentation, breach of contract or warranty of CORE or its Personnel, agents and independent contractors, or any of them), shall not exceed the total compensation received by CORE under the Agreement, and if separate tasks are issued by separate Service Authorizations, then the total compensation received by CORE for a specific service on a specific project at a specific location; (b) the Parties waive claims against each other: (i) for incidental, special, indirect, punitive or consequential damages arising out of or relating to the Agreement, and CORE shall not be liable for any cost or expense that provides betterment, upgrade or enhancement of the Project; and (ii) against the subcontractors, subconsultants and employees of the other for damages to the extent that the damages sustained by either CORE or Client are covered by property insurance or general business insurance.
- 9.4. The mutual waiver of consequential damages under Section 9.3(b) above shall include but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either Party may have incurred from any cause of action including negligence, strict liability breach of contract, and breach of strict or implied warranty. The Parties shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
- 9.5. The provisions of this Section 9 shall survive expiration or termination of the Agreement and shall apply to all services provided to Client by CORE, whether within or not within the Scope of Services of the Agreement, except as the Parties may otherwise provide in signed writing making specific reference to this Section 9.

10. Unauthorized Changes to Instruments of Service

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes to any Instruments of Service prepared by CORE without obtaining CORE's prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against CORE and to release CORE from any liability arising directly or indirectly from such damages. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless CORE from any damages, liabilities, or costs, including reasonable attorney's fees and costs of defense, arising from such changes. In addition, Client agrees to include in any contracts for construction appropriate language that prohibits the contractor or any subcontractors of any tier from making any changes or modifications to CORE's Instruments of Service without the prior written approval of CORE, and that further requires the Contractor to indemnify both CORE and Client from any liability or cost arising from such changes made without such proper authorization.

11. Changes to Scope of Services, Suspension

- 11.1. Additional Service Authorizations must be executed prior to commencing any and all additional services. Additional service requests from Client must include a comment period, commencement date, expected completion date, and any special conditions. If changes or additions cause an increase or decrease in the services provided under the Agreement, CORE and Client shall memorialize such changes or additions to the services provided by completing and executing a Service Authorization form.
- 11.2. Client may, upon providing written notice to CORE, suspend further performance of CORE's services. In such case, CORE will promptly suspend its performance upon receiving said notice. During such period of suspension, CORE shall care for and protect its services in progress for a period not to exceed 90 days, consecutively or in the aggregate. Client shall pay for any additional costs and fees incurred by CORE as a result of the suspension of Services. If Client chooses to withdraw a suspension as to all or part of suspended services, it must do so by providing written notice to CORE, specifying the effective date of such withdrawal. After receiving such written notice to withdraw such suspension, if CORE elects to proceed, CORE may resume performance of the services for which the suspension was withdrawn within a reasonable amount of time of such notice of withdrawal.
- 11.3. Appropriate adjustments shall be made to CORE's compensation and any scheduling or deliverable dates justified by the suspension or withdrawal of suspension, and the Agreement shall be modified in writing accordingly.

12. Termination

- 12.1. Client may terminate the Agreement for Client's convenience and without cause upon giving CORE not less than seven calendar days' written notice of the same.
- 12.2. Either Party may terminate the Agreement for cause upon giving the other Party not less than seven calendar days' written notice for any of the following reasons;

- (a) Substantial failure by the other Party to perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the Project by either Party to any other entity without the prior written consent of the other Party;
- (c) Suspension of the Project or the Consultant's services by Client for more than 90 calendar days, consecutive or in the aggregate;
- (d) Material changes in the conditions under which the Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the Parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

12.3. In the event of termination of the Agreement by either Party, Client shall within 15 calendar days of termination pay CORE for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

12.4. In the event of any termination that is not the fault of CORE, Client shall pay CORE, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CORE in connection with the orderly termination of the Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expense directly resulting from the termination.

13. Governing Law and Venue

All questions as to the interpretation or enforceability of the Agreement shall be interpreted in accordance with the laws of the State of Colorado. In the event of any litigation involving the Agreement or the performance by the Parties thereto, such actions shall be brought in a court of competent jurisdiction in the State of Colorado.

14. Statutes of Limitation and Repose

All legal causes of action between the Parties of the Agreement shall accrue, and any applicable statutes of repose or limitation shall begin to run, no later than the date of Substantial Completion. In no event shall any statute of repose or limitation begin to run any later than the date CORE's services are completed or terminated.

15. Entire Agreement

The Agreement constitutes the entire agreement between the Parties with respect to the Scope of Services and supersedes all prior negotiations, representations, or agreements relating thereto, written, or oral. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of the Agreement shall be effective unless in writing, executed by CORE and Client.

16. Third-Party Beneficiaries

Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or CORE. CORE's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against CORE because of the Agreement or the performance or nonperformance of services hereunder. The Parties agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

17. Severability and Waiver

If any portion of the Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of the Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of the Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision.

18. Mediation

18.1. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Parties agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation.

18.2. The Parties further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

19. Assignment

Client shall not assign the Agreement or any part thereof without the prior written consent of CORE, nor shall Client assign any moneys due or to become due to it hereunder without the written consent of CORE. Any such assignment or subcontract shall be null and void.

20. Force Majeure

Except for the payment of money for services already completed, each Party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, without limitation, strikes, lockouts, or other industrial disturbances, civil disturbances, fires, acts of God, pandemics, acts of a public enemy, compliance with any regulations, orders or requirements of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

21. Notices

All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses, and to the attention of the persons, noted in the Agreement. Any such notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; (iii) sent by personal delivery, or (iv) sent by email with read/receipt required and shall be deemed delivered upon receipt to the sending party of the acknowledged read/receipt. The above addresses may be changed by written notice to the other Party, provided that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

22. Counterparts

The Agreement may be signed in counterparts and by electronic signature, which when taken together shall constitute one document.

EXHIBIT D

SCHEDULE OF INSURANCE

This Exhibit D, Schedule of Insurance, is hereby incorporated into that certain Professional Service Agreement, executed by and between CORE Consultants, Inc. a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and Town of Elizabeth ("Client"; CORE and Client, individually, a "Party", and collectively, the "Parties"), and dated 7/15/2024 (the "Agreement").

CORE shall maintain during the term of the Agreement insurance of the kinds and with the limits indicated below:

- Workers Compensation Insurance as required by statute, including Employers Liability, with limits of \$1,000,000 each accident; \$1,000,000 disease, policy limit; \$1,000,000 disease, each employee.
- Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Business Automobile Liability Insurance with limits of \$1,000,000 per occurrence, combined single limits (owned, hired & non-owned).
- Umbrella/Excess Liability Insurance with limits of \$5,000,000 per occurrence and aggregate.
- Professional Liability Practice Policy with limits of \$2,000,000 per claim and \$2,000,000 annual aggregate.

Certificate of insurance evidencing these coverages shall be submitted to Client at Client's request. The coverages are subject to the terms, exclusions, and conditions of the policies with the insurer's liability equivalent to CORE's under the Agreement, irrespective of the policy limits CORE will provide Client a 30-day advance written notice of cancellation. Failure to submit the certificates or endorsements, or failure of Client to insist upon submission shall not relieve CORE of its duty to maintain the required insurance.

Unless otherwise provided, Client shall maintain insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of Client, the owner, CORE, and any other beneficially interested person or entity, and shall insure against the perils of fire and extended coverage, and shall include insurance for loss or damage. If CORE is damaged by failure of Client to maintain such insurance and to so notify CORE, then Client shall bear all costs properly attributable thereto. Client shall require that all contractors of any tier on the Project obtain and maintain insurance with appropriate limits to cover the perils of their undertakings and the allocation of risk on the Project.



TOWN OF ELIZABETH

OFFICE OF THE TOWN CLERK

TO: Honorable Mayor and Board of Trustees
FROM: Michelle M. Oeser, Town Clerk
DATE: August 8, 2024
SUBJECT: Cancellation of December 24, 2024, a Regular Board Meeting

SUMMARY

The Town Board has a regular Board meeting scheduled for Tuesday, December 24, 2024. Staff would ask that the Board cancel this meeting as it is the day before Christmas and an officially recognized employee/Town holiday closure for 2024.

RECOMMENDATION:

Staff recommends canceling the regularly scheduled December 24, 2024, Board meeting.



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107

Phone: 303-646-4664 Fax: 303-646-0616

Police@townofelizabeth.org

www.townofelizabeth.org

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 07/14/2024 to 08/03/2024



ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:

"The Elizabeth Police Department is committed to service excellence in protecting life and property, impartial enforcement of law, and building community with those who live, work, and visit the Town of Elizabeth."

The following is an informational breakdown of EPD police activity from **07/14/2024 at 12:01 a.m. to 08/03/2024 at 11:59 p.m.** This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DCRD) records.

**All suspects/defendants are presumed innocent until proven guilty in a Court of Law. **



Colorado Association of
Chiefs of Police





TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107

Phone: 303-646-4664 Fax: 303-646-0616

Police@townofelizabeth.org

www.townofelizabeth.org

Total Calls for Service:

498

Traffic Stops:

Total Stops:	Penalty Assessments:	Written Warnings:	Verbal Warnings:	Assists to Other Agencies
41	16	21	2	2

Parking Violations:

Total Parking Violations:	Parking Citations:	Parking Written Warnings:	Parking Verbal Warnings:
12	0	12	1

Other Calls for Service:

Call Type:	Number of Calls:
911 Landline	1
911 Rapid SOS	7
Alarm-Business Burglary	4
Alarm-Business Holdup	1
Alarm-Residential Burglary	1
Animal Barking	2
Animal Complaint	1
Animal Cruelty	1
Assist to Other Agency	5
Business Check	25
Burglary	2
Child Custody	1
Citizen Assist	9
Citizen Contact	19
Crime Prevention	26



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TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107

Phone: 303-646-4664 Fax: 303-646-0616

Police@townofelizabeth.org

www.townofelizabeth.org

Criminal Mischief	1
Disturbance	4
Domestic Violence-Verbal	2
Fight	1
Fireworks	9
Follow Up	21
Found Property	2
Failure to Yield	1
Harassment	2
Increased Patrol	194
Medical Assist	7
Menacing	1
Motorist Assist	1
Municipal Ordinance Violation	21
Motor Vehicle Accident with Property Damage	4
Motor Vehicle Accident with Unknown Injuries	1
Noise Complaint	1
Park Check	4
Parking Complaint	13
Prowler	1
Report Every Drunk Driver Immediately	5
Sex Offense	1
Shots Heard	1
Solicitor	1
Special Assignment	5
Suicidal Subject	1
Suspicious Circumstance	5
Suspicious Vehicle	6
Theft	3
Traffic Complaint	4
Traffic Hazard	4
Traffic Stop	41
Unknown Trouble	2
Unwanted Subject	1
VIN Verify	11
Welfare Check	2



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Training	6
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Open Patrol Division Criminal Investigations:

Case Number:	Call Type:	Details:
24-0838	Criminal Mischief	Investigation into vandalism that occurred in private property.
24-1237	Municipal Ordinance Violation	Investigation into a property in Town. This case was elevated from Community Services to Patrol.
24-1638	Municipal Ordinance Violation	Investigation into a property in Town. This case was elevated from Community Services to Patrol.
24-1673	Motor Vehicle Theft	Investigation into a vehicle that was stolen and recovered in Town.
24-2091	Homicide	Investigation into a homicide that occurred in Town.
24-2622	Sex Offense	Investigation into a sex offense involving juveniles.
24-2699	Theft	Investigation of theft at a local business.
24-2832	Financial Crimes	Investigation into fraud at a local business.
24-3465	Bias-Motivated Crime	Investigation into a bias-motivated crime that occurred in Town.



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Open Community Services Division Municipal Ordinance Violations:

Case Number:	Call Type:	Notes:
24-3188	Abandoned Vehicles	Investigation into abandoned vehicles on a property in Town.
24-3209	Municipal Ordinance Violation	Investigation into several violations at a property in Town.
24-3252	Municipal Ordinance Violation	Investigation into several violations at a property in Town.
24-3373	Municipal Ordinance Violation	Investigation into several violations at a property in Town.
24-3402	Municipal Ordinance Violation	Investigation into several violations at a property in Town.

**Please note that limited information regarding open investigations is available. This is to protect the integrity of the investigations. **

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
24-2932	Found Property	EPD Officer confiscated a knife at municipal court. EPD attempted to return the knife to its owner, who advised it could be disposed of.
24-2401	Municipal Ordinance Violation	EPD Community Services concluded an investigation into overgrown weeds on a



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		large tract of vacant land. The owner came into compliance and the case was closed.
24-2861	Municipal Ordinance Violation	EPD Community Services responded to a report of numerous violations of the Town Code on a property within the Town limits. After working with the owner, the property came into compliance.
24-2889	Municipal Ordinance Violation-Weeds	EPD Community Services responded to a report of overgrown weeds on a property within the Town limits. After working with the owner, the property came into compliance.
24-3022	Municipal Ordinance Violation-Weeds	EPD Community Services responded to a report of overgrown weeds on a property within the Town limits. After working with the owner, the property came into compliance.
24-3141	Patrol Vehicle Crash	An EPD Officer was responded to assist a stranded motorist on the roadway. The officer activated their emergency lights and began a U-turn. A vehicle crossed the double yellow lines and struck the patrol vehicle on the driver's side. The Colorado State Patrol responded to the scene to investigate the crash. The Officer and other motorist were uninjured.
24-2868	Child Abuse	EPD responded to a report of unsecured firearms in a home with children. EPD educated the parent on securing their firearms.
24-3121	Lost Property	EPD responded to a citizen reporting a stolen or lost wallet. The citizen later called back and informed EPD their wallet had been located.



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24-3186	Restraining Order Violation	EPD responded to a possible restraining order violation. After investigation, it was determined that no crime occurred.
24-3024	Burglary	EPD responded to a house under construction on report of stolen property. Investigative leads were exhausted, and no suspect could be identified.
24-3260	Suspicious Circumstance	EPD responded to a residence in town on report of a citizen receiving fraudulent mail. The resident was directed to the United States Postal Service for further assistance.
24-3290	Disturbance	EPD Officers responded to a business in town on report of a physical altercation. Upon arrival EPD contacted the parties involved and issued a Municipal Summons for several criminal violations to the suspect.
24-3255	Motor Vehicle Accident	EPD responded to a two-vehicle crash. Officers identified the at fault driver and issued a Municipal Summons for a traffic offense. There were no injuries.
24-3077	Motor Vehicle Accident	EPD responded to a two-vehicle crash on private property. A crash report was taken and there were no injuries.
24-0685	Death	EPD concluded a death investigation. After an extensive investigation, the cause of death was found to be accidental, and the case was closed.
24-3097	Municipal Ordinance Violation- Unattached Trailer	EPD Community Services located an abandoned trailer that was not attached to a vehicle. After working with the owner, the trailer was moved and is now in compliance.
24-3248	Suspicious Person	EPD responded to a business on a report of a suspicious person who was selling unwanted items. When EPD arrived, the



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		subject left the scene with the property and did not return.
24-3310	Domestic Violence	EPD responded to a residence on report of a verbal domestic violence call. After investigation, it was determined that no crime had occurred.
24-3306	Motor Vehicle Accident	EPD responded to a vehicle vs. a deer crash. Upon arrival, the deer was unable to be located and the driver was uninjured. A crash report was taken.
24-3349	Fight	EPD responded to a residence on report of multiple parties fighting. The primary aggressor was identified and issued a municipal summons for a criminal offense.
24-3399	Sex Assault on a Child	EPD responded to a report of a sexual assault on a child. After investigation, it was determined that no crime occurred.
24-3403	Welfare Check	EPD responded to check the welfare of several children at a residence in Town. The children were found to be alright, and no crime had occurred.
24-3432	Criminal Mischief	EPD responded to a report that a vehicle had been tampered with and parts broken. After investigation, it was undetermined if a crime had occurred, or the vehicle had simply broken due to wear and tear.
24-3385	Harassment	EPD responded to an alleged harassment. After investigation, it was determined that no crime had occurred.
24-3019	Municipal Ordinance Violation	EPD Community Services closed a case regarding a property that had a large amount of debris in the front yard. The property owner came into compliance
24-3461	Disturbing the Peace	EPD responded to the Friday Night Market on report of a heavily intoxicated party who was causing a disturbance. The party



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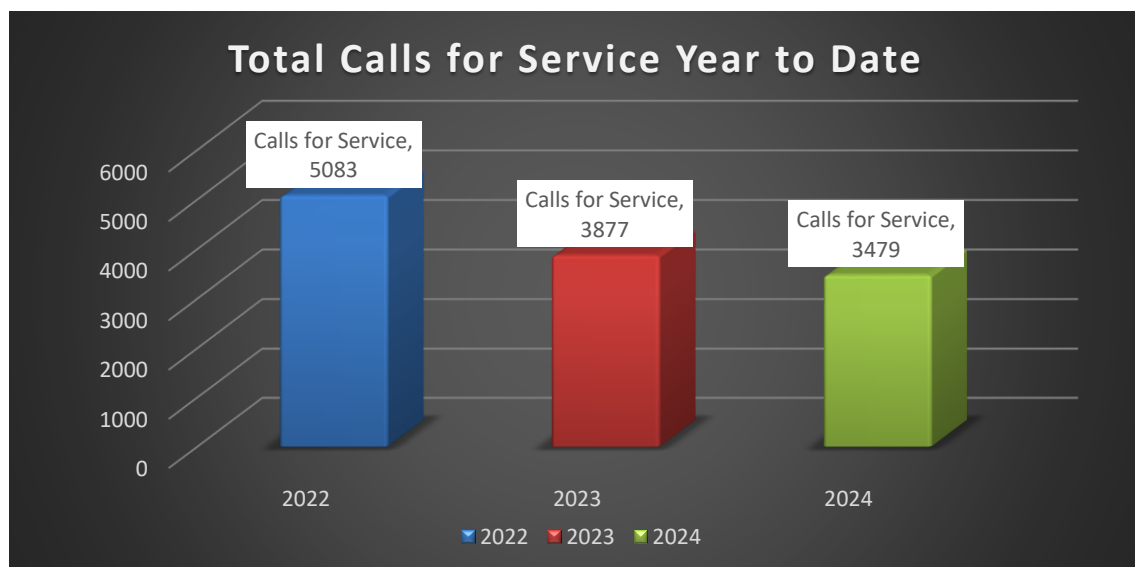
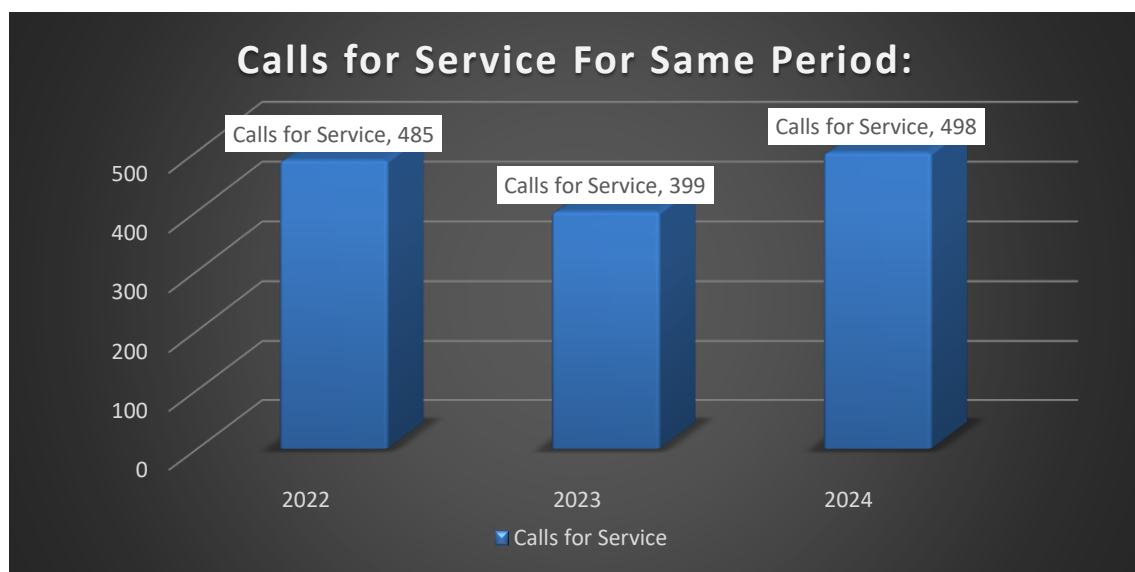
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was identified and issued a municipal summons for a criminal offense.

Historical Data:



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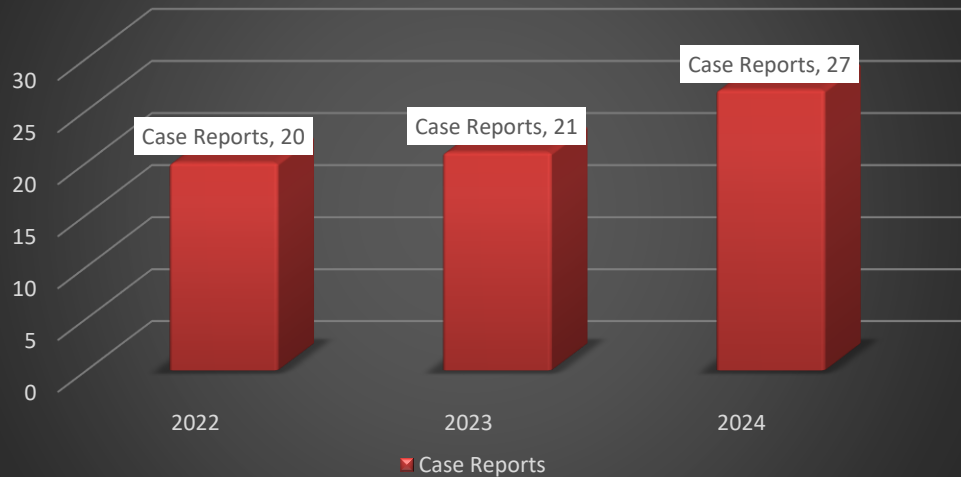
425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107

Phone: 303-646-4664 Fax: 303-646-0616

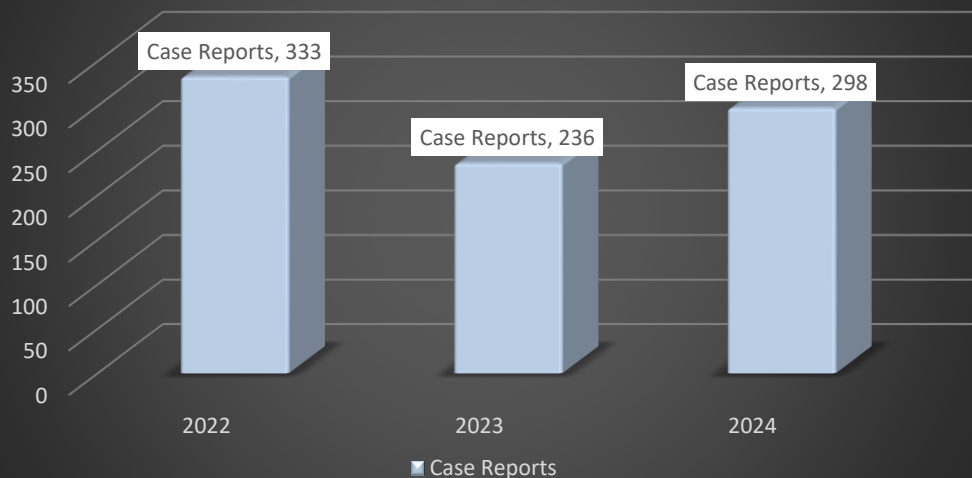
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Case Reports Pulled For Same Period:



Total Case Reports Pulled Year to Date:



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August 13, 2024

Management Team Updates

Community Development – Zach Higgins, Community Development Director

- Gesin Lot RFP – Staff has met with the DOLA Main Street Program to discuss upcoming projects. DOLA Main Street has provided the Town with ten (10) hours of professional RFP development services with one of their consultants to establish an RFP for the Gesin Lot. Staff has coordinated with the Historic Advisory Board, Main Street Board, and Board of Trustees to create a draft RFP. The RFP has been distributed on BidNet and received good feedback thus far.
- Staff is working with Elizabeth Parks and Recreation District and Elizabeth School District on a joint Planning and Capacity Grant for a Parks, Trails, and Open Space Master Plan. Town Staff is working with the Elizabeth School District and Elizabeth Parks and Recreation District to find a consultant so that the official Master Planning process can begin in September. RFP has been released on BidNET.
- Main Street Monument Sign. DHM has provided the Town with a 60% design set fulfilling their contract obligation. The Town Staff is working on an RFP to finish the design and construct the archway.
- Town of Elizabeth Façade Improvement Grant. The BOT has approved the resolution creating the program and has funded the project at \$40,000 for the first year. All committee members for 2024 have been appointed. Barb McGinn (BOT), Dennis Rodriguez (HAB), and Michael Hussey (MSBOD). Three (3) projects were presented to the HAB in anticipation of full applications. Evaluation of the projects has completed and award notices have been distributed in August.
- Community Development Staff has chosen two (2) Main Street Interns from Elizabeth High School to work with the Town for the 2024 summer and 2024/2025 school year.
- The HAB continues to work on the creation of the first Historic District in Town and updates to the Design Guidelines in relation to Historic and adjacent buildings. June 12th was the second public meeting to get feedback regarding the district and design guidelines. HAB will be pursuing individual property owner feedback. Two (2) HAB members and two (2) staff traveled to Brighton which recently implemented a historic district to get feedback from that community's staff and business owners about the process, overcoming contention, and feedback since implementation. The HAB has begun its efforts to restart this process throughout 2024.
- The HAB has started their Oral History program. Bob Rasmussen is leading this effort and is making great progress.
- The HAB has obtained 15 title reports from historic properties in Town and is working on creating full reports which can be shared with property owners and used to further their preservation efforts.
- Main Street Streetscape. The bid period for the construction contract has closed and the low bidder is recommended for award.
- CDOT has processed the deeds for remnant parcels of land to the Town adjacent to the CR-13 realignment. Staff will now work to annex and zone said parcels.

- The Town's Volunteer program has been launched and is live on the Town's website and volunteersignup.com. A launch event for the program was held on April 11th at the Elizabeth High School in the Cafetorium.
- The Planning Commission has completed workshop
- The Town has received confirmation of award from CDOT's Revitalizing Main Street Grant for the Main Street Streetscape Project of \$250,000.00.
- The Town has received confirmation of award from DOLA's EIAF Tier II Grant for the Main Street Streetscape Project of \$1,000,000.00.
- The Neighborhood Block Parties have all been completed. An estimated 15-20% of the Town's population attended these events and gave generally positive feedback about the current direction of the Town.



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

TO: Honorable Mayor, Mayor Pro-Tem and Town Board of Trustees
FROM: Mike DeVol, Public Works Director
DATE: August 13, 2024
SUBJECT: Public Works Monitoring Report

***Town Street Paving Improvements Project:**

1. Projects have begun in Hillside Subdivision.
2. Repairs/Warranty work has been concluded on Pearl St., Mobile St., and Chestnut.

***Town Main St. Decorations:**

1. Summer Flowerpots will be removed by the first week of September.

***Town Wells, Tanks and Effluent:**

1. See Packet. Upgrade Arapahoe 1 and Lower Dawson 1 Well Pumps. Perform maintenance of well casing screens using brushing and chlorine treatment to remove excess scaling/blockage to ensure maximum performance.
2. Piping for Dawson Well (500 feet) to be replaced due to cracks and pinholes.
3. Dawson Well has been flushed and passed Bac-T sampling and is in service.
4. Arapahoe Well Pump is scheduled to arrive 6-15-24, at which time installation will take place.
5. The two smaller tanks have been repaired and the new equipment added. PW will begin filing and testing during June. The two tanks have passed Bac-T testing and have been in service for the last two weeks.

*** Town Water Line (NON) Emergency Repair:**

1. N/A

***Town Hall/ Repairs/ Landscaping Plan**

***Town Walkway Repairs:**

1. PW has completed several repairs to sidewalks at storm drain inlets and removed tripping hazards.
2. Public Works was notified on 6-5-24 of a sidewalk heaving at 680 Avena Dr. Upon inspection PW explained to the neighbors that this happened in numerous other areas throughout town during spring thaw and extremely warm days. PW will monitor and make repairs as needed. This anomaly happens up and down the front range every year. I spoke with Castle Rock and Parker Public Works, and they have the same problem whether it is old or new neighborhoods. Public Works continues to repair areas around town.

***Town Street Maintenance/Striping Projects:**

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪
www.townofelizabeth.org



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

1. Public Works has begun mowing for the season in Parks, Right of Ways, and Drainages.

2. Street Striping will begin in the month of September.

* Town Snow Plowing and Street Sweeping: SNOW ROUTE SEASON IS COMPLETED until November.

1. The Town Newsletter included Town Plowing Code and Snow Route "NO PARKING" information.

2. PW has been installing New snow route signs in Gold Creek Valley and Legacy Village as time allows.

*Town New Wells at Ritoro/Gold Creek Valley:

1. The new Wells building is complete, and PW is planning an Open House Grand Opening once the land Issue has been completed.

2. Landscaping will take place in 2024 depending on item #1. PW will work with the 4 adjacent property owners for their approval of the landscape sketch to ensure that we conceal as much of the building as possible from their views.

3. The Back-up Generator is installed and tested for normal operations.

*Town Trail Project:

1. PW has completed a walk-through inspection with our reporting Agency Stantec Engineering for Guidance after the flooding and the loss of previously planted vegetation, bushes and trees.

2. 2023 Reporting has been sent to CDOT and other agencies. PW is awaiting a decision on course of Action(s) that will be required to fulfill our Trail obligations. (#9 below on upcoming projects).

3. Due to the flooding in 2023, it appears that PW will need to fulfill one more year of habitat remediation, With possibly a full 3 years.

4. PW has planted 500 Willow Cuttings for placement along the creek to help recover those lost to floods.

5. Seeding and reclamation have taken place along the trail.

6. The Mural Graffiti has been removed/repainted by our local talented MS. MOLLIE PAINTIN!!! She did a She did a great job and it looks as good as new.

7. Graffiti has taken place adjacent to the Mural but not on the Mural. PW has painted over the new graffiti With a protective covering.

8. PD and PW are intalks of having cameras in the location, that use infrared flash so it does not disturb the Preble's Natural movements at night.

*Gold Creek Lift Station Improvements:

1. Completion of project has begun warranty period and filing completion with CDPHE Permitting.

*Eligibility Surveys for Water and Wastewater Capitol projects have been completed for 2024 and accepted by Colorado Department of Public Health and Environment (CDPHE). The eligibility surveys allow for the town to be in line for any funding that may be available for future projects.



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

*Gold Creek Wastewater Treatment Plant (GCWWTP)

The state sampling of the plant after maintenance all came back at 98% removal of all constituents that are required. It was an excellent slow start up of Train 2 and the plant is back at 100% capacity.

Maintenance has been concluded on Train 2 of the plant. PW did a slow 2-week plant start up on Train 2 of the plant to allow bugs/bacteria to acclimate and begin their life cycle. The combination of Bug population, Dissolved Oxygen and liquid temperature are the biggest contributors to a happy healthy working bug population as they work chemical free to complete the process of naturally treating the water.

1. NO CHANGES AS OF THIS REPORT-On going Project/ The new fine screen replacement unit has been installed. The new screen has been in automated operations for three months with no issues. Epoxy painting of replaced parts continues as weather allows before being placed back in service.

2. PW has been working on Plant maintenance by drawing down (treating in Train 1) all liquid levels of Train 2/South side of the treatment plant for inspection and repairs as necessary. The Clarifier for Train 2 has been completely emptied, hosed and vacuumed out for a clean working area. The clarifier drive motor tested out fine as well as the gear reduction box. There is wear and damage to the Drive Shear Pin and Paddle arms that distribute settled sludge to the bottom of the clarifier for removal through pumping and sent to digestors for final degradation and trucked to farm fields as fertilizer. PW should have the Clarifier back up and fully operational by the end of September dependent on parts shipping.

3. Just a quick review of the Wastewater Plant: It is designed to treat 500,000 gallons of Raw Sewage per day. Train 1 and Train 2 share that equally. Train 1 currently is treating 190,000-200,000 gallons per day while maintaining our minimal 85% reduction constituent removals (currently 93%-99% removal) that are set by CDPHE in our Permit (excellent test for me as an operator and all equipment). Currently we are operating one Train at basically 80% capacity and operating very well. This is a test never completed before as our available capacity is 500,000 gallons. When the time comes that the wastewater Plant is treating at 80% (400,000 gallon) of the Total Capacity the Town must start to show Plant Expansion Plans to CDPHE. The current WTP upgrade Budget is currently in good shape for funding.

Reference of constituent removal: Please see attached Laboratory Sampling Analysis for actual numbers while completing maintenance of one train. Note all numbers/results are shown as milligrams per liter (mg/L) this equates from metric to Standard as parts per million (ppm). Plant is 100% Biological/Bacteria (Bugs) NO CHEMICALS

Bio-chemical Oxygen Demand (BOD) minimum 85% removal (current average 99% removal)

Total Suspended Solids (TSS) minimum 85% removal (current 93%-99% removal)

Nitrogen/Ammonia (NH₃) minimum 85% removal (current 99% removal)

E.Coli maximum 115 parts per million (ppm) (current <1 ppm) U.V. Light neuters bacterial for no reproduction and does not kill the bacterial which in turn means no chemicals and cost savings to the Town residents.

*Town Clean Up Day/ Paint Round-Up/Arbor Day



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

1. Town Clean Up Day Results are as follows:
2. Electronics:
 - Batteries – 58 lbs.
 - Computer Materials – 374 lbs.
 - Display Materials – 2,144 lbs.
 - Mixed Electronics – 1,400 lbs. Total Cost - \$2,708.45
 - 7 – Roll-Off Dumpsters (2 Metals) (5 Garbage) Total Cost - \$2,331.75
 - Flat Fee for 4 hours shredding of documents or paper. Total Cost - \$1,222.95
 - Grand Total - \$6,263.15

*Town Public Works News

1. Public Works has all empty positions filled and we are excited to welcome Jared Burris and Ryan Ehlert Who are local residents to the Public Works Water and Wastewater team.
2. Public Works has one opening for employment on the Parks/Street crew and two applicants have turned In their paperwork.

*Town Farmers Market:

Event Park Name is Running Creek Park (RCP) There are two events left for this season.

*Town Parks and Right of Way (ROW):

1. Porta-Potty will remain at Bandt Park parking area for the Winter season.
2. Bandt Park restrooms are now Open for the summer season..
3. Town Parks staff have painted new lines at the Bandt Park Tennis and Basketball courts to allow for Pickle Ball enthusiasts to continue to use the park.
4. Work will begin for sidewalk and ADA access to Bandt Park restrooms, pavilion, and playground in August.

Upcoming Projects:

1. PW has begun for 2024 the following Annual Reporting:
2. Annual Biosolids has been completed for 2023 and sent to CDPHE.
3. Regulation 85 Nutrient Monitoring/Accepted by CDPHE
4. PW has completed a round of PFAF's (radiation/radiological). Results have been reported to CDPHE.
5. Water Augmentation and Recording
6. Water Lead and Copper sampling
7. Water Constituents Metals Sampling
8. Annual DMR (Daily Monitoring Report) Gold Creek Wastewater Plant
9. Tree City USA Application/ Accepted and approved by Tree City USA/Pending



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

10. Trail DOLA findings and Inspections/ Addition of Willow Cuttings Planted
11. PW has completed Highway User Tax Fund (HUTF) reporting and data processing.
12. PW is completing Lead and Copper testing per CDPHE guidelines for 2023/2024
13. Flushing of the entire town's water supply system is completed every 6 months.

Mail Kiosk:

1. Public Works will be installing Solar Street Lights at Mail Kiosks in various locations to aid in nighttime safety and mail collection by residents.
2. Public Works will enhance the recycled asphalt parking area at the Washington St Mail Kiosk

Mike DeVol
Town of Elizabeth
Public Works Director
GCWWTP Operations
303-913-6453
mdevol@townofelizabeth.org



August 13 , 2024

Town Clerk – Michelle Oeser

The Clerk's / Finance report reflects updates provided by individual Staff members.

Hannah

- We have had more employees wanting to learn the budget process this year and attend meetings to help them better understand!
- I have a meeting scheduled with Invoice Cloud to allow them to take screenshots of my reconciliation process to help other municipalities when reconciling Invoice Cloud, the bank, and Caselle.

Allison

- I attended my first Institute training and loved it. I learned a ton and became friends with many clerks from around the State.
- I am working on a few planning pieces for the Mayor's Tree Lighting. I am putting in a request for a donation from Black Hills Energy. I have reached out to a couple of food trucks and received a confirmation from one. I am also working on a banner for the Town train.
- I met with the new clerk for Deertrail to give her a demo of Caselle. She is looking to switch her utility billing database software. I showed her how Caselle works, along with Laserfiche. She was very grateful. I let her know that she could reach out with other questions anytime.

Harmony

- Michelle and I met with Allyant regarding our website accessibility audit. The audit is attached for your information. We have 60 issues that need to be addressed. Allyant mentioned in their call that this amount is actually lower than what they usually see so that is a great start! I've managed to already fix 4 of these issues on my own. Most of the issues however will have to be fixed on the programming side of the website. I will continue to work with CivicPlus on getting these issues resolved.
- I have been getting more comfortable with the CommonLook tools and have started creating accessible documents and templates for staff use.

Michelle

- Mayoral and Ward nomination petitions, election calendars, and welcome letters will be available for circulation on August 6th. Petitions are due back to the clerk no later than 5:00 pm on August 26th.
- Elizabeth's Birthday Bash and Movie Night plans are on schedule and moving forward.

- Chief Engel did an outstanding job presenting at the Senior Luncheon on August 24th. Chief's presentation was on Fraud Prevention and the Elizabeth Fire Department provided free blood pressure checks and gave out Epic Cards.
- Reminder to the Board that you are always welcome to come observe our Court proceedings on Court day.
- I attended a CIRSA-sponsored Recruitment and Retention Seminar last week. It contained a lot of good information and suggestions that can be applied to all of our departments.
- The 2024/2025 Student Liaison will be starting in October once soccer is over for the season. Landon is very excited to start representing and sharing information from the schools and taking information back as well.
- Included with this report is the next planned Senior Education Luncheon. This is open to everyone, not just seniors. Caregivers benefit from these luncheons as well.
- I have also included the Elizabeth Birthday Bash Movie Night Celebration flyer for you to share.



Audit Summary Report

Town of Elizabeth

www.townofelizabeth.org

Provided by Allyant
July 1, 2024

Introduction & Approach

The Town of Elizabeth website was professionally audited by members of Allyant's accessibility audit team consisting of both sighted and visually impaired individuals. This summary report serves as a high-level review of the website accessibility audit. We highlight specific issues identified on the website as experienced by a screen reader user.

Allyant focused on identifying and documenting all issues that could potentially impact users with blindness, visual impairment, motor impairment, color blindness, hearing impairment, or deafness. This includes issues common for keyboard-only users; visual features affecting users who rely on magnification and high-contrast; audio-only features affecting those with hearing loss; and any items possibly posing difficulty for users with some form of cognitive impairment.

The in--depth review of Town of Elizabeth's site using screen readers was executed on desktop/laptop computers with Job Access With Speech 2023 (JAWS) and NonVisual Desktop Access 2023.1 (NVDA).

The issues and solutions identified are indicated individually in the Allyant HUB project. For each issue, this includes an evaluation of the category/type of issue and its recommended priority related to the impact on user accessibility.

Scope of Work

Allyant audited the representative set of [views](#) outlined in the Statement of Work for this project. For each identified issue, we include a solution or direction we believe is both best for the situation and easiest or most cost-effective for your developers to implement. The issues identified in the set of views audited *must* be applied globally to your digital property. We encourage Town of Elizabeth to apply the recommended fixes as soon as possible, particularly if the website is updated often.

Narrative of Key Findings

Overview

In our review of Town of Elizabeth's website, we found 60 issues identified across the representative set of 7 views.

To further help you focus your remediation, we have identified the following top areas of concern. These were chosen either due to the severity level of the accessibility issue or the volume of instances we encountered during the audit.

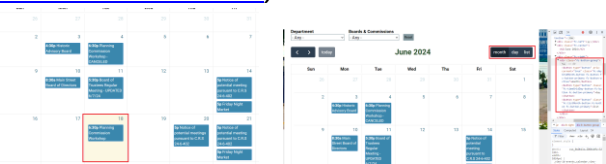
1. [Navigation menus that open on hover must be able to be triggered by keyboard and screen reader users](#)

a. Example issue [#56](#)



2. Specific sensory characteristics, such as color alone, are not sufficient to indicate selected elements to all users (<https://hub.accessible360.com/kb/articles/88>, <https://hub.accessible360.com/kb/articles/1178>)

a. Example issue [#36](#)



3. Links must have sufficient labels for all users (<https://hub.accessible360.com/kb/articles/60>, <https://hub.accessible360.com/kb/articles/1178>)

a. Example issue [#3](#)



Full List of Project Issues

A comprehensive list of all issues can be found in the Allyant HUB [here](#).

How to Approach Remediation

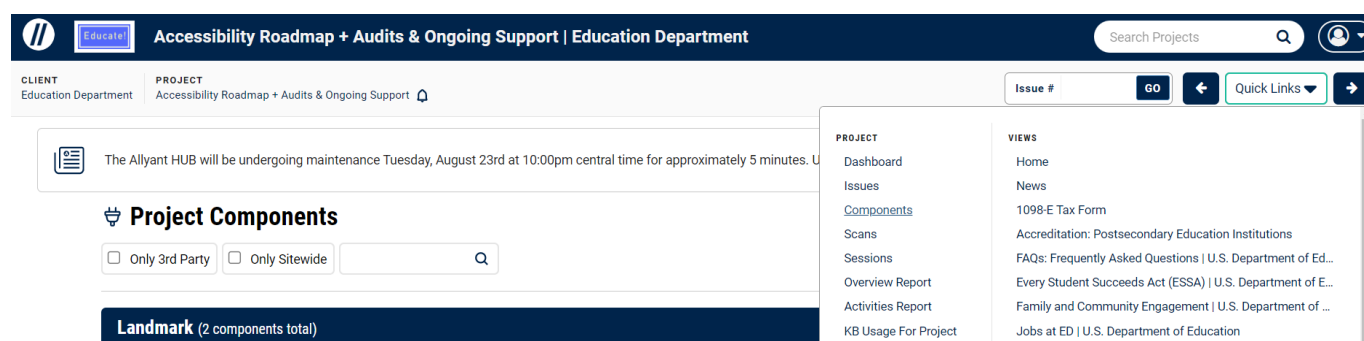
In addition to reviewing the top issues found, we recommend that your developer(s) review all issues in the audit and find the solution that is most appropriate to your website. There

are a few different approaches that can be taken to prioritize the resolution of issues; below are some examples of such.

By Components

Grouping by component allows teams to focus on larger pieces of functionality and remediate issues that have logical relationships to one another. As an example, if a carousel has accessibility issues, fixing the carousel as a whole is more efficient than fixing each issue separately.

To view issues by component, there is a components report in the Allyant HUB. Simply navigate to the “Quick Links” drop down and select “All Project Components”, shown below.



Sitewide Issues

Filtering issues by “site wide only” allows you to see issues that are present on the majority of the views. Oftentimes the development team can resolve these once and the update will be rolled out globally throughout the digital property.

To view sitewide issues, leverage the “filter issues” drop down in the Allyant HUB “Project Issue Reports” as shown below.


Accessibility Roadmap + Audits & Ongoing Support | Education Department

Search Projects 



CLIENT

Education Department

PROJECT

Accessibility Roadmap + Audits & Ongoing Support 

Export Issues

Issue #

GO



Quick Links 





Filters 

Fetch Issues

Clear

Filters

A360 ISSUE STATUS

Any 

CLIENT STATUS

Any 

FILTER ONLY SINGLE FIELD

CREATED OR UPDATED IN SESSION

Any 

FILTER BY ISSUE TAG

FILTER BY VIEW TAG

FILTER BY VIEW

Any 

FILTER BY

☐ site wide only
☐ with comments
☐ with screenshots
☐ only P1 and P2
☐ only 3rd party components
☐ scanned
☐ created by me
☐ custom issue
☐ ready for QA

GUIDELINES

☒ all guidelines
☐ only WCAG 2.0
☐ only WCAG 2.1

DISPLAY

☐ all issues
☒ only in-progress
☐ only closed

Clear Filters

Fetch Issues

Priority

Items marked as Critical/Priority 1 are almost always blockers preventing access to information on the site. Fixing these issues will greatly improve the accessibility of your digital property. The team could then move on to Serious/Priority 2 issues, and finally, Warning/Priority 3 issues.

To view issues by priority, simply leverage the “Group Issues By” drop down and select “Priority” in the Allyant HUB “Project Issue Reports” as shown below.

Accessibility Roadmap + Audits & Ongoing Support | Education Department

Search Projects

CLIENT
 Education Department

PROJECT
 Accessibility Roadmap + Audits & Ongoing Support

Export Issues

Issue #

GO

Quick Links

Issues By Priority
 Displaying 46 of 49 total Issues
 Sort Order: Descending
 Group Issues By:
 Jump to:

PRIORITY
Critical

#49: This is a button, but it is not marked up as such; screen readers will not identify it as actionable and it will not be usable by keyboard u

OPEN

CRITICAL (P1)

VIEW: [News](#)
 LOCATION: <https://www.ed.gov/news/>
 COMPONENT: [Header \(Landmark\)](#)

ELEMENTS

Search button

FIX
 Mark this up as a button.

RELATED ARTICLES

[Button Label Not Correct](#)
[Improper Button Markup](#)

View
 Common Issue
 Category
 Component
 Priority
 Last Updated Session
 A360 Status
 Client Status
 Client Version
 Client Assignee
 Client Sprint

Buttons
 Screen Reader, Keyboard
 2.1.1 (WCAG 2.0 A)
 Open
 AJIP-164
 OA Session: Session 4
 OA Session: Session 4

Important Notes:

- While we endeavor to identify every accessibility issue in our initial audit, it is not uncommon for new issues to be uncovered during subsequent reviews of the digital property. See the ["Why new issues appear following an audit" article in the Allyant HUB Knowledge Base](#) for more information and to find a calculator which can help you estimate the number of additional issues you should expect.
- Do keep in mind that all issues which are fixed need to be fixed globally across the digital property, not only in the instances on specific views that we have documented.
- We test web projects using the latest versions of the JAWS and NVDA screen readers, as these are by far the most widely used screen readers. We highly recommend all teams review our Knowledge Base article [here](#), which provides additional detail.
- We test mobile projects using the current versions of TalkBack (Android) and VoiceOver (iOS).
- We have collected some tools that may be useful during your remediation and testing process. Please reference our [Links & Resources Knowledge Base article](#) as well as our [Color Contrast Tools Knowledge Base article](#). Finally, our [Accessibility Badge and Statement article](#) can also be referenced if you haven't posted one to your digital property yet.

Next Steps

Please review the information provided and work with your Customer Success Manager to define a remediation and QA Testing project plan. This will ensure all parties are working toward the same deadline for conformance. Allyant will gladly provide support as needed to resolve these outstanding issues.

Senior Educational Luncheon



FALL SAFETY

PRESENTED BY:
ERIN LOEKS FROM THE ELIZABETH
FIRE DEPARTMENT



Steps to Safety™ is centered around 16 key safety messages—eight fire prevention and eight fall prevention—developed by experts from national and local safety organizations across the US and Canada. The NFPA Steps to Safety™ Prevent Fire and Falls at Home program pairs fire and EMS professionals with community partners to educate older adults about home fire and fall safety through group presentations.

Light lunch will be served.

**MON
AUG 19**

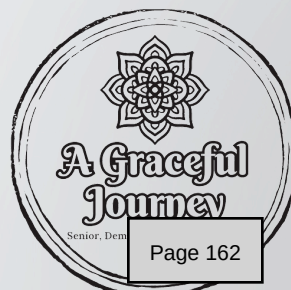
**11:00AM-
12:30PM**

**151 S. BANNER ST.
ELIZABETH, CO**

**RSVP:
MARJORIE ENGLE
303-881-2707**

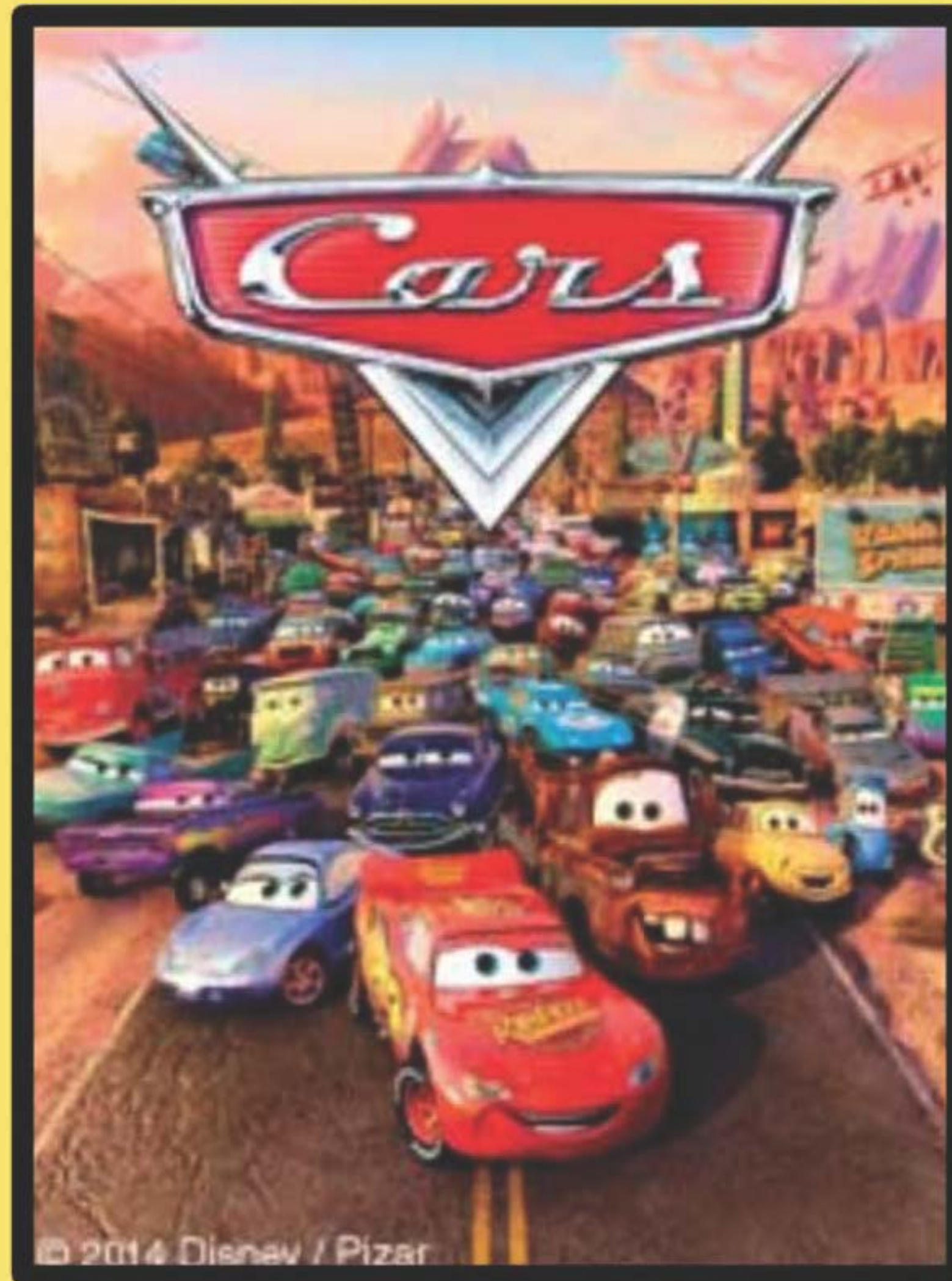
Sponsored by:

Marjorie Engle
Jennifer Maxwell
Town of Elizabeth



Town of Elizabeth Birthday Bash Movie Night

Join us at
Running Creek
Park
for a movie
on the big
screen!
Bring your own
chairs and
blankets.



There will be
snacks and
drinks to buy
and food
available along
with some
classic cars
on display

FREE

FREE

**Saturday Sept 21, 2024
6:30 - 9:30pm**





TOWN OF ELIZABETH

HISTORIC ADVISORY BOARD

HISTORIC ADVISORY BOARD – RECORD OF PROCEEDINGS

July 1, 2024

CALL TO ORDER

The Regular Meeting of Historic Advisory Board was called to order on Monday, July 1, 2024, at 4:30 PM by Chair John Quest.

ROLL CALL

Present were Chair John Quest, Vice Chair Aimee Woodall, and Board Members Dennis Rodriguez, Jacque Hallett, and Lynn Mitchell. Historian Bob Rasmussen was not present. There was a quorum to conduct business.

Also present were Community Development Director Zach Higgins, Planner/Project Manager Alexandra Cramer, Planning Technician Dianna Hiatt, and Town Clerk Michelle Oeser.

PUBLIC COMMENT

There was no public comment.

AGENDA CHANGES

No agenda changes from Staff.

No agenda changes by the Board.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of July 1, 2024

Motion by Vice Chair Woodall, seconded by Mr. Rodriguez, to approve the Consent Agenda as presented.

The vote of those Board Members present was unanimously in favor. Motion carried.

NEW BUSINESS

2. Discussion regarding the 2025 Workplan and Budget request

Ms. Cramer provided a Staff Report. Board and Staff discussion followed.

STAFF REPORT

- Planner/Project Manager provided updates regarding:
 - New website presentation and demonstration.
 - Plaque update.
 - Façade Grant Committee meeting reminder.



TOWN OF ELIZABETH

HISTORIC ADVISORY BOARD

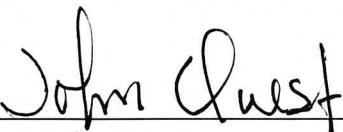
- Friday Night Market Advisory Board tent dates.
- Workshop with the Board of Trustees reminder.

BOARD REPORTS

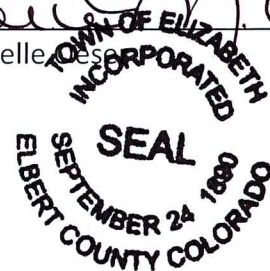
- Ms. Mitchell inquired about the process once property projects are completed.

ADJOURNMENT

Motion by Vice Chair Woodall, seconded by Ms. Mitchell, to adjourn the meeting at 5:39 PM.
The vote of those Board Members present was unanimously in favor. Motion carried.


Chair John Quest


Town Clerk Michelle





TOWN OF ELIZABETH

PLANNING COMMISSION

PLANNING COMMISSION – RECORD OF PROCEEDINGS July 2, 2024

CALL TO ORDER

The Regular Meeting of the Elizabeth Planning Commission was called to order on Tuesday, July 2, 2024, at 6:33 PM by Chair George Fick.

ROLL CALL

Present were Chair George Fick, Vice Chair Amy Schmidt, and Commissioners Greg Lindbloom, Julie Uhernik, Cynthia Thye, and Ed Beard. Commissioners Shawn Sommer and Jim Santangelo were not present. There was a quorum to conduct business.

Also present were Community Development Director Zach Higgins, Planner/Project Manager Alexandra Cramer, and Deputy Town Clerk Harmony Malakowski.

PUBLIC COMMENT

There was no public comment.

AGENDA CHANGES

No agenda changes from Staff.

No agenda changes by the Commissioners.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of May 7, 2024

Motion by Vice Chair Schmidt, seconded by Commissioner Thye, to approve the Consent Agenda as presented.

The vote of those Commissioners present was unanimously in favor. Motion carried.

Chair Fick closed the Regular Meeting and opened the Public Hearing at 6:35 PM.

PUBLIC HEARING

2. Ordinance 24-06, Amending Chapter 16 of the Elizabeth Municipal Code

Ms. Cramer provided a Staff report.

Chair Fick opened the Hearing to Public Comment.



TOWN OF ELIZABETH

PLANNING COMMISSION

Angela Ternus – Town of Elizabeth resident
Paul Schwarzkopf – Town of Elizabeth resident

Chair Fick closed the Public Hearing and reopened the Regular Meeting at 6:47 PM

NEW BUSINESS

3. Discussion and possible action on recommendation to the Board of Trustees for approval of Ordinance 24-06, an Ordinance Amending Various Provisions of Chapter 16 of the Town of Elizabeth Municipal Code, Updating the Town's Land Use and Development Code

Motion by Commissioner Thye, seconded by Vice Chair Schmidt, to recommend approval of Ordinance 24-06, an Ordinance Amending Various Provisions of Chapter 16 of the Town of Elizabeth Municipal Code, Updating the Town's Land Use and Development Code with the condition of removal of the R-CC zoning district to the Board of Trustees.

The vote of the Commissioners present was 3 in favor and 2 opposed. Commissioners Lindbloom and Uhernik were opposed. Motion carried.

Chair Fick closed the Regular Meeting and opened the Public Hearing at 7:53 PM.

PUBLIC HEARING

4. Ordinance 24-07, Amending Residential Zone Districts

Ms. Cramer provided a Staff Report.

Chair Fick opened the Hearing to Public Comment.

Angela Ternus – Town of Elizabeth resident
Paul Schwarzkopf – Town of Elizabeth resident

Chair Fick closed the Public Hearing and reopened the Regular Meeting at 8:00 PM.

NEW BUSINESS

5. Discussion and possible action on recommendation to the Board of Trustees approval of Ordinance 24-07, an Ordinance Amending Various Provisions of Chapter 16 of the Town of Elizabeth Municipal Code, Updating the Town's Land Use and Development Code

Motion by Commissioner Thye, seconded by Vice Chair Schmidt, to recommend approval of Ordinance 24-07, an Ordinance Amending Various Provisions of Chapter 16 of the Town of Elizabeth Municipal Code, Updating the Town's Land Use and Development Code to the Board of Trustees.

The vote of those Commissioners present was unanimously in favor. Motion carried.



TOWN OF ELIZABETH

PLANNING COMMISSION

STAFF REPORT

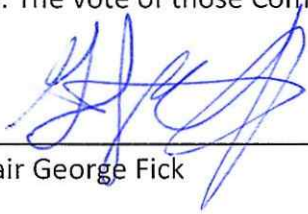
- Community Development Director Higgins provided updates regarding:
 - Streetscape
 - Parks and Trails Open Space Master Plan
 - Neighborhood Block Parties
 - Town Hall Interns

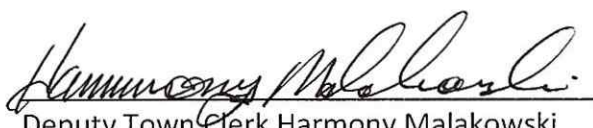
COMMISSIONER REPORTS

There were no Commissioner Reports

ADJOURNMENT

Motion by Vice Chair Schmidt, seconded by Commissioner Thye, to adjourn the meeting at 8:45 PM. The vote of those Commissioners present was unanimously in favor. Motion carried.


Chair George Fick


Deputy Town Clerk Harmony Malakowski

