



TOWN BOARD AGENDA

Wednesday, April 8, 2026 at 6:30 PM

MEETING LOCATION

1201 Broad Street, Meeting House, Milliken, CO 80543

Zoom Meeting Details

To Join via Zoom

<https://us02web.zoom.us/j/81993287069?pwd=m7AIW8o812RaY6qr4ncOSZybZURsiz.1>

Meeting ID: 819 9328 7069 Passcode: 357737

One tap mobile +17193594580,,81993287069#,,,,*357737# US

Join instructions:

https://us02web.zoom.us/join/81993287069/invitation?signature=z2_Xbacj8JAInaSkGXYgxj7FxQDZM7IMuw2N_TuehWXA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Agenda Approval**
5. **Reading of Proclamations**
 - a. **Arbor Day Proclamation**
 - b. **NATIONAL CRIME VICTIMS' RIGHTS WEEK**
6. **Swearing In Ceremony**
 - a. **Swearing in of Natalya Barton, Police Officer, Town of Milliken**
7. **Citizen Comments**
8. **Minutes of Previous Meetings**
 - a. **Approval of Minutes from March 25, 2026**
Caree Rinebarger, Town Clerk

Attachments:

 1. Town Board of Trustees Meeting for March 25, 2026_Minutes_Preview
9. **Town Administrator's Report**
Cheryl Powell, Town Administrator
10. **Consent Agenda**
11. **Action Agenda - Public Hearings**
 - a. **A Public Hearing for Consideration and Approval of Resolution 2026-13;
a Resolution Updating Fees on the Town Fee Schedule**
Steven Krolczyk, Finance Director
12. **Action Agenda**
 - a. **Consideration and Approval of a Change Order for the Public Work
Equipment Storage Building**

Jon Rabas , Streets and Facilities Directors

b. Consideration and Authorization for the Mayor to sign a Construction Agreement for Cape Sealing Various Town Roadways

Jon Rabas , Streets and Facilities Directors

c. Consideration and Authorization for the Mayor to sign a Construction Agreement for Mill and Overlay on CR 378 and N. Frances Avenue

Jon Rabas , Streets and Facilities Directors

d. Authorization to Execute Agreement with GLH Construction for Meadow Farms Equestrian Trail Improvements

Kevin Koelbel, Community Development Director

e. Intergovernmental Agreement with Altamira Metropolitan District No. 5

Matthew Gould, Town Attorney

f. Intergovernmental Agreement with Weld County Water Development Authority

Matthew Gould, Town Attorney

g. Metron Water Meter Replacement

Don Stonebrink , Water/Wastewater Director

13. Discussion Agenda

14. Board Reports

15. Informational Agenda

a. Milliken Police Department Report for March 2026

16. Other Business

17. Adjournment

ACCOMMODATION NOTICE

The Town of Milliken complies with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 guidelines. Ensuring the public's access to and participating in public meetings is a priority for the Town of Milliken.

In the event you are in need of reasonable accommodation in order to attend or participate in a public meeting conducted by the Town of Milliken, please contact the Town Clerk, Caree Rinebarger at (970) 660-5045 within 3 to 5 days before the scheduled meeting date, in order to allow the Town to better accommodate your request.

NOTE:

Agendas will be published no later than 24-hours prior to the meeting.

Headings in this agenda are for organizational purposes only. The Board of Trustees may take formal action on any matter reasonably related to any item listed under any

section of this agenda. Town of Marble v. Darien, 181 P.3d 1148 (Colo. 2008); Benson v. McCormick, 578 P.2d 651 (1978).

Contact: Caree Rinebarger, Town Clerk
CRinebarger@town.milliken.co.us | (970) 587-4331



PROCLAMATION

- Whereas* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and;
- Whereas* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and;
- Whereas* Arbor Day is now observed throughout the nation and the world, and;
- Whereas* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life giving oxygen, and provide habitat for wildlife, and;
- Whereas* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and;
- Whereas* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and;
- Whereas* trees, wherever they are planted, are a source of joy and spiritual renewal;

Now, Therefore, I, Elizabeth Austin Mayor, of the Town of Milliken, do hereby proclaim April 24th, 2026, as Arbor Day in the Town of Milliken, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and;

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.



Dated this 8th day of April 2026

Mayor Elizabeth Austin



PROCLAMATION

- Whereas* crime can leave a lasting physical, emotional, and financial impact on people of all ages and abilities; and
- Whereas* in 1984, the Crime Victims Fund was established by the Victims of Crime Act (VOCA) to provide a permanent source of support for crime victim services and compensation through fines and penalties paid by convicted offenders; and
- Whereas* National Crime Victims' Rights Week, April 8-14, 2018, provided an opportunity to celebrate the commitment that launched the victims' movement, inspired its progress, and continues to advance the cause of justice from crime victims.

Now, therefore, I, Elizabeth Austin, by virtue of the authority vested in me as Mayor of the Town of Milliken, Colorado, do hereby proclaim that month of April 19-25, 2026, as:

*NATIONAL CRIME VICTIMS' RIGHTS WEEK
and reaffirm Milliken's commitment to respect and enforce victims' rights and address victims' needs during the week and throughout the year.*

In witness thereof; I have hereunto set my hand and caused to be affixed the official seal of the Town of Milliken this 8th day of April 2026.



Mayor Elizabeth Austin



8.a.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Caree Rinebarger, Town Clerk
Via: Cheryl Powell, Town Administrator

Meeting Date:
April 8, 2026

Item Category: Minutes

Agenda Title: Approval of Minutes from March 25, 2026

Attachments:

1. Town Board of Trustees Meeting for March 25, 2026_Minutes_Preview

PURPOSE

To review and consider for approval the Meeting Minutes for March 25, 2026.

SUGGESTED MOTION

"I move to approve the minutes from March 25, 2026 as presented."



Town Of Milliken
Board Of Trustees
Milliken Meeting House
1201 Broad Street

Meeting Minutes for March 25, 2026

1. Call to Order

Mayor Pro Tem Dean called the meeting of the Milliken Board of Trustees to order at 6:30 PM.

2. Pledge of Allegiance

Mayor Pro Tem Dean led the Pledge of Allegiance.

3. Roll Call

Those Present: Mayor Pro Tem Dan Dean, Trustee Michael Orcutt, Trustee Amanda Nix, and Trustee Josh Roseberry

Those Absent: Elizabeth Austin and Mindy Wakeman

Also in attendance: Town Administrator Cheryl Powell, Town Clerk Caree Rinebarger, Chief of Police Benito Garcia, Community Development Director Kevin Koelbel, Finance Director Steven Krolczyk, Streets and Facilities Director Jon Rabas, Parks and Open Space Director Keith Staggs, Water Wastewater Director Don Stonebrink, and Town Attorney Matt Gould.

4. Agenda Approval

Trustee Amanda Nix moved to approve the Agenda as presented. Trustee Josh Roseberry seconded.

Voting Yes: Dan Dean, Michael Orcutt, Amanda Nix, Josh Roseberry

Voting No: None

Motion passed 4-0. Motion Carried.

5. Citizen Comments

There were none.

6. Acknowledgments

Mayor Pro Tem Dean recognized Trustee Josh Roseberry for his time on the board and presented him with a plaque of appreciation.

7. Minutes of Previous Meetings

a. Approval of Minutes from March 11, 2026

Caree Rinebarger, Town Clerk

Attachments:

1. Town Board of Trustees Meeting for March 11, 2026_Draft

Trustee Michael Orcutt moved to approve the Minutes from the March 11, 2026 Board of Trustees meeting as presented. Trustee Amanda Nix seconded.

Voting Yes: Dan Dean, Michael Orcutt, Amanda Nix, Josh Roseberry

Voting No: None

Motion passed 4-0. Motion Carried.

8. Acknowledgement of Bills Paid

a. List of Bills for March 2026

Steven Krolczyk, Finance Director

Attachments:

1. LOB 03.25.26

The Milliken Board of Trustees acknowledged the paid list of bills for March 2026.

9. Town Administrator's Report

Cheryl Powell, Town Administrator

- Staff have been interviewing for the Town's open/new positions. Deputy Clerk interviews have occurred. After reviewing, there will be second interviews with some of the applicants. Staff has also been interviewing applicants for the vacant Street Foreman's position. Hopefully, we will have these positions filled within the next few weeks.
- Half of the Inez storm drainage system has been jetted and vacuumed. The rest of the system should be done soon.
- Jon Rabas has been working with our contract engineering firm, Kimley-Horn and CDOT on the plans for sidewalk replacement/installation between the Intermediate School and the Elementary School. The Town received a Transportation Alternative Program grant through CDOT for this project.
- The Parks Dept. has finished sanding and staining the benches in the gazebos at the Avila-Serrano Park, where the Heritage House is located.
- The bench for the Library has been delivered to the library.
- The Dog Park has been fertilized, one side at a time, with notice given to residents that one side or the other will be closed due to fertilization. We are also watering them since there is more traffic at the park due to the nice weather.
- The Town's non-potable recharge well is being used to water the soccer fields at TRPR.
- Parks is painting the handrail at Fireman's ditch at Hwy 60 and Josephine.
- MYCL has been asked to help paint a shed located at Dove Valley – this project will take place this summer.
- Summer Feeding Program will take place from May 26th through August 7th. Every Tuesday and Thursday.
- Administrator Powell is meeting with Matt LeCerf with Johnstown for coffee tomorrow and Chief Ryan Roberts on Friday. These meetings are extremely important as they

build stronger relationships.

- Election ballots are out and we have been receiving quite a few already.
- The Candidate Forum took place on Saturday with 10 Candidates in attendance.
- Rick has been attempting to finish a lot of IT projects. We have also devised an updated job description for this position. Rick has also extended his retirement date until May. We are hoping to have someone hired and this will allow Rick to have a few weeks training this person. Trustee Orcutt thanked Rick for extending his retirement.

Trustee Orcutt requested an update on the MYCL/Community Court initiative with Johnstown. Administrator Powell reported that the project was briefly delayed due to a staff member's family emergency. Trustee Nix noted a lack of recent response from Johnstown representatives. Administrator Powell committed to discussing the matter with Matt LeCerf at their meeting tomorrow to resume progress.

10. Consent Agenda

There were no items.

11. Action Agenda - Public Hearings

a. Public Hearing for the Consideration and Adoption of Resolution 2026-12; Budget Appropriation

Steven Krolczyk, Finance Director

Mayor Pro Tem Dean formally opened the Public Hearing at 6:40 P.M.

Steven Krolczyk, Finance Director, asked the Board of Trustees for their consideration in adoption of a resolution to amend the Annual Budget for 2026 to recognize additional revenues and appropriate additional expenditures.

Since the adoption of the Annual Budget for 2026, there have been events that directly affected the Town's finances and Staff recommends that these changes be reflected in the Budget to assist in managing Town funds and appropriations. These items are summarized in the attachment to Resolution 2026-12.

The proposed changes have the following impacts on the Town's 2026 Annual Budget:

- General Fund expenditures will increase by a total of \$283,799.00
- Water Fund expenditures will decrease by a total of (\$155,180.00)

These adjustments include budget increases for Department Clerks, lease increases for the Public Works Shop, and Water Fund Capital Projects.

Staff recommends that the Board adopt the Resolution Amending the 2026 Budget.

Hearing no further testimony, Mayor Austin closed the Public Hearing at 6:42 P.M.

Trustee Josh Roseberry moved to adopt Resolution 2026-12; a Resolution amending the 2026 budget to appropriate funds approved by the Town Board. Trustee Amanda Nix seconded.

Voting Yes: Dan Dean, Michael Orcutt, Amanda Nix, Josh Roseberry

Voting No: None

Motion passed 4-0. Motion Carried.

12. Action Agenda

a. Consideration and Adoption of Resolution 2026-16, A Resolution to Support the Town of Milliken's Housing Planning Grant Program Grant Application

Kevin Koelbel, Community Development Director

Kevin Koelbel, Community Development Director, asked the Board of Trustees for their consideration in adoption of Resolution 2026-16, a Resolution to Support the Town of Milliken's Housing Planning Grant Program Grant Application. The Community Development Department is seeking authorization to submit a grant application to the Colorado Department of Local Affairs (DOLA) Housing Planning Grant Program to fund the preparation of a Strategic Growth Element as part of the Town's Comprehensive Plan. This effort is required under SB24-174 and will guide future growth in alignment with water availability, infrastructure capacity, and community goals.

In 2024, the State of Colorado adopted SB24-174, which requires municipalities to incorporate a Strategic Growth Element into their comprehensive plans by December 31, 2026. This element is intended to align land use planning with water supply, infrastructure, and long-term growth projections.

The Town recently completed a Housing Needs Assessment (2025), which provides a strong foundation for this effort. The proposed project will build on that work to establish a clear framework for managing growth, annexation, and infrastructure planning.

DOLA's Housing Planning Grant Program provides funding to support local governments in completing planning efforts related to housing and growth, including Strategic Growth Elements.

Staff proposes submitting a grant application to DOLA to fund the preparation of the Strategic Growth Element. The Town intends to contract with Ayers Associates, Inc., who previously completed the Town's Housing Needs Assessment, to complete the work.

The project will include:

- Existing conditions and growth analysis
- Coordination with water providers
- Development of growth scenarios
- Preparation of the Strategic Growth Element

- Public engagement and adoption

This project was not originally included in the Town's adopted budget. If awarded, the Town will pursue a budget supplement to allocate funds for the required local match.

DOLA grant funding is expected to cover the majority of consultant costs, with the Town contributing matching funds as required by the program.

Trustee Michael Orcutt moved to adopt Resolution 2026-16, a Resolution to Support the Town of Milliken's Housing Planning Grant Program Grant Application. Trustee Amanda Nix seconded.

Voting Yes: Dan Dean, Michael Orcutt, Amanda Nix, Josh Roseberry

Voting No: None

Motion passed 4-0. Motion Carried.

b. Authorization to Execute Agreement with Superior Recreational Products for Ehrlich Lake Playground Improvements

Keith Staggs , Parks and Open Space Director

Keith Staggs, Parks and Open Space Director, requested Board authorization for the Town Administrator to execute an agreement with Superior Recreational Products in the amount of \$76,992.74 for the expansion and improvement of the Ehrlich Lake playground. This project utilizes the Sourcewell Cooperative Purchasing Contract #010521-LTS. By leveraging this cooperative agreement, the Town ensures competitive pricing and high-quality equipment standards while streamlining the procurement process in accordance with the Town's purchasing policy.

The current playground requires an upgrade to better serve the community. After reviewing various configurations, Staff determined that expanding the play area into the grassy area to the west is the most cost-effective and functional approach. Key features of the proposal include:

- Expanded Footprint: The addition of 515 square feet of new play area.
- Infrastructure Improvements: Demolition of the existing west curb and installation of 70 linear feet of new curbing.
- Site Preservation: The design allows for new equipment without disturbing the existing retaining wall, ADA ramp, or eastern sidewalk.
- New Equipment: Includes a Superior Playground Structure, Lily Pad Steppers, a Spin-About, a Rock Face Climber, and a STEM Education Panel.

The total project cost is \$76,992.74. This project was identified and included during the annual budget process. By utilizing the Sourcewell Contract, the Town received a "Go Play Discount" of \$6,796.32. A 50% deposit (\$38,496.37) is required to initiate the order. The Parks and Open Space Department will perform the demolition and dirt work to further assist with cost savings.

Trustee Josh Roseberry inquired if the project included "pour-in-place" surfacing; Director Staggs clarified that the project will utilize engineered wood fiber mulch. Trustee Michael Orcutt asked regarding the timeline; Director Staggs stated the project is expected to be complete by the end of July.

Trustee Amanda Nix moved to authorize the Town Administrator to execute an agreement and necessary purchase orders with Superior Recreational Products for the Ehrlich Lake Playground Improvements in the amount of \$76,992.74. Trustee Josh Roseberry seconded.

Voting Yes: Dan Dean, Michael Orcutt, Amanda Nix, Josh Roseberry

Voting No: None

Motion passed 4-0. Motion Carried.

**c. Agreement to Terminate Intergovernmental Agreement Regarding
Emergency Services Impact Fees Of Front Range Fire Rescue Fire
Protection District**

Matthew Gould, Town Attorney

Matthew Gould, Town Attorney, presented for Board consideration an agreement to terminate the existing Intergovernmental Agreement (IGA) between the Town and Front Range Fire Rescue Fire Protection District regarding Emergency Services Impact Fees.

Mr. Gould noted that this matter has been discussed previously due to statutory changes enacted in 2024. Specifically, Colorado Senate Bill 24-194 (SB24-194) amended Section 29-20-104.5, C.R.S., removing the Town's express authority to impose impact fees on behalf of fire and emergency services providers. Additionally, SB24-194 amended Section 32-1-1002, C.R.S., to authorize fire protection districts to impose and collect their own impact fees directly, rather than receiving them through a local government.

The Town and the District have operated under an informal understanding where the Town has ceased collection and the District has assumed that responsibility. This termination agreement formalizes that transition. Key provisions of the agreement include:

- Waiver of Notice: The Town agrees to waive notice requirements for the District's current impact fee schedule, adopted in November 2025.
- Good Faith Cooperation: Section 3 of the agreement commits both parties to maintain transparent communication and act in good faith regarding future development.

Attorney Gould advised that a subsequent agenda item would address amending the Milliken Municipal Code to officially eliminate the Town's impact fee. Staff is not aware of any significant budget implications resulting from this termination.

Trustee Josh Roseberry moved to approve the Agreement to Terminate Intergovernmental Agreement Regarding Emergency Services Impact Fees Of Front Range Fire Rescue Fire Protection District. Trustee Michael Orcutt seconded.

Voting Yes: Dan Dean, Michael Orcutt, Amanda Nix, Josh Roseberry
Voting No: None

Motion passed 4-0. Motion Carried.

d. Ordinance 2026-838; Repealing Emergency Services Impact Fees

Matthew Gould, Town Attorney

Matthew Gould, Town Attorney, asked the Board of Trustees for their consideration in Ordinance 2026-838; repealing portions of the Milliken Municipal Code that impose impact fees to support emergency services provided by Front Range Fire Rescue Fire Protection District.

Reference for additional information is made to the background information provided with respect to the previous agenda matter concerning approval of an agreement terminating the intergovernmental agreement for collection of impact fees by the town for the benefit of the District.

Assuming that the termination agreement was approved, it is appropriate to amend the Milliken Municipal Code to repeal those provisions imposing the impact fee.

Trustee Michael Orcutt moved to adopt Ordinance No. 2026-838, An Ordinance Repealing Emergency Services Impact Fees. Trustee Amanda Nix seconded.

Voting Yes: Dan Dean, Michael Orcutt, Amanda Nix, Josh Roseberry
Voting No: None

Motion passed 4-0. Motion Carried.

13. Discussion Agenda

There were no items.

14. Board Reports

There were none.

15. Informational Agenda

There were no items.

16. Other Business

There were no items.

17. Adjournment

Trustee Michael Orcutt motioned to adjourn the meeting at 6:54 P.M. Trustee Amanda Nix seconded.

Motion passed unanimously.

Prepared By:

Approved By:

Caree Rinebarger, Town Clerk

Elizabeth Austin, Mayor



11.a.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Steven Krolczyk, Finance Director
Via: Cheryl Powell, Town Administrator

Public Hearing Date:
April 8, 2026

Item Category: Resolution

Agenda Title: A Public Hearing for Consideration and Approval of Resolution 2026-13;
a Resolution Updating Fees on the Town Fee Schedule

Attachments:

1. Resolution 2026-13 Fee Schedule May 2026
2. Fee Schedule - Effective May 1 2026, with Highlighted Changes

PURPOSE

To amend the Town Fee Schedule to update fees regarding the following services.

1. Refuse Collection Rates, which include trash and recycling
2. Water meter fees
3. Removal of impact fees associated with collecting for the Front Range Fire Rescue Fire District
4. General fees to include the addition of credit card fees associated with non-utility Town services

BACKGROUND

Staff periodically reviews the Fee Schedule and often surveys other municipalities regarding their fees. If changes are needed, they are proposed to the Board.

The Town's contract with Waste Connections calls for an annual increase in fees of 5% and this resolution updates these fees.

BUDGET IMPLICATIONS

This Fee Schedule will increase revenues in both the Water Fund and Trash Fund to offset the increases in cost to provide these services, and the Fee Schedule will increase revenues in the General Fund to capture the increased expenditures

associated with credit card charges.

STAFF RECOMMENDATIONS

Staff recommends that the Board adopt the revised Fee Schedule to reflect these changes effective May 1, 2026.

SUGGESTED MOTION

“I move to adopt Resolution No. 2026-13 Adopting the updated Fee Schedule effective May 1, 2026.”



TOWN OF MILLIKEN

RESOLUTION NO 2026-13

A RESOLUTION UPDATING FEES ON THE FEE SCHEDULE PROVIDED BY THE TOWN OF MILLIKEN COLORADO.

WHEREAS, each year, in conjunction with the Town's budget development process, or as needed throughout each fiscal year, Town Staff is assigned to review the Town's current charges and fees and recommend to the Town Board any necessary changes to the Fee Schedule and;

WHEREAS, Chapter 6 – Business Licenses and Regulations updates the fees associated with refuse collection and,

WHEREAS, Chapter 13 – Municipal Utilities updates the fees associated with water meters and,

WHEREAS, Chapter 18 – Building Regulations removes the impact fees associated with Front Range Fire Rescue Fire Protection District and,

WHEREAS, General Fees adds the fees associated with credit card charges for all non-utility Town services and,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF MILLIKEN, COLORADO, THAT:

The Board of Trustees of the Town of Milliken hereby adopts this resolution and enacts the Town of Milliken Fee Schedule, dated May 1, 2026.

Section 1. See Fee Schedule Attached.

Adopted this 8th day of April 2026.

TOWN OF MILLIKEN, COLORADO

ELIZABETH AUSTIN, MAYOR

ATTEST:

CAREE RINEBARGER, TOWN CLERK

Town of Milliken Fee Schedule
Effective May 1, 2026

Chapter 2 - Administration and Personnel		
Code	Description	Fee
2-4-130 Court Costs		
	Court costs upon plea of guilty or not contest, or upon conviction	\$50
	Surcharge as established by Town	Varies by fine amount. See Code Section 2-4-140
	Deferred Judgment and Sentence and Deferred Prosecution fee (including Community Court Program)	\$50
	Active Condition fee for cases with classes, UPS, and other conditions of any sentence that has not been deferred	\$25
	Default Judgement fee	\$30
	Bench/Arrest Warrant fee	\$50
	Fail to Appear/Comply fee	\$25
	Jury Request fee	\$25
	Sealing Records fee	\$65
	Certified copy of any Municipal Court Criminal Justice Records (police reports and criminal history/DL information excluded)	\$15
	Municipal Court Criminal Justice Records request under CRS § 24-72-301 et seq. (police reports and criminal history/DL information excluded)	\$10 includes search, retrieval and copy or download of up to 10 pages of records, .50 per page thereafter
	Municipal Court Criminal Justice Records requests- Special Searches or redacted records	Any search and retrieval requiring more than 15 minutes-\$45 dollars an hour with deposit for estimated amount to be paid prior to search
2-4-190 Juror's Compensation (per day)		\$3

Chapter 6 - Business Licenses and Regulations		
Code	Description	Fee
6-1-70 Business License/Mobile Food Vendors License (annual)		\$50
6-2-40 Alcoholic Beverage License		
	State Liquor License - The liquor license fees of the Town shall be those local liquor license fees as established and set forth in the State Liquor Code portion of the Colorado Statues, as they may be amended from time to time.	See Town Clerk's Office
	New Alcoholic Beverage License	\$350
	Transfer of Location or Ownership	\$150
	Alcoholic Beverage License Renewal	\$50
	Temporary Liquor License	\$100
6-2-220 Special Events Permit License Fees for Alcohol		
	New License	\$350
	Transfer of Location or Ownership	\$150
	Renewal	\$50
	Hotel & Restaurant Manager Registration	\$75
6-2-230 Occupation Tax, New License for Alcohol		
	Sales for Consumption Off Premises	\$50
	Sales for Consumption On Premises	\$125
	Sales for Consumption Both On & Off Premises	\$125
	Hotel & Restaurant License	\$250
	Tavern License	\$250
	Beer & Wine License	\$125
	Any other license issued pursuant to Title 12, Article 47, C.R.S.	\$50
	Brew Pub	\$500
	Distillery Pub	\$500
6-2-320 Annual Occupation Tax on Alcoholic Business Sales		
	Hotel & Restaurant Liquor License	\$750
	Retail Store Liquor License	\$200
	Liquor License - Drug Store	\$200
	Beer & Wine License	\$200
	Club License	\$200
	Tavern License	\$200
	Extended Hours Hotel & Restaurant/Tavern License	\$150
	Sale of Fermented Malt Beverage for Consumption Off Premises	\$100
	Sale of Fermented Malt Beverage for Consumption On Premises	\$200
	Sale of Fermented Malt Beverage for Consumption On & Off Premises	\$200
	Brew Pub	\$250
	Distillery Pub	\$250
6-2-430 Alcohol Beverage Tastings		
	Permit	\$50
	Annual Renewal	\$25
6-3-30 Refuse Collection License		
	Refuse Collection License (annual)	\$50
6-3-240 Refuse Collection Rates - Monthly		
	Resident - 96 gallon container	\$14.34
	Resident - recycling (optional)	\$2.76
Clean-Up Day Fee		
	Resident - Fee per load for Spring and Fall Clean Up Days	\$20
Marijuana Application Fees		
	New License Application Fee	\$2,500
	Annual Renewal Application Fee	\$1,500

Town of Milliken Fee Schedule
Effective May 1, 2026

<u>Marijuana Annual License Fees</u>		
	Medical Marijuana Center	\$1,500
	Medical Marijuana Infused Products Manufacturer	\$1,500
	Medical Marana Opt. Premises Cultivation	\$1,500
	Retail/Medical Marijuana Testing Facility	\$1,500
	Retail Marijuana Store	\$1,500
	Retail Marijuana Products Manufacturing Facility	\$1,500
	Retail Marijuana Cultivation Facility	\$1,500
<u>Marijuana Annual Operating Fees (Retail Only)</u>		
	Retail Marijuana Store	\$3,000
	Retail Marijuana Products Manufacturing Facility	\$3,000
	Retail Marijuana Cultivation Facility	\$3,000
<u>Marijuana Related Fees</u>		
	Late Renewal Application Fee	\$500
	Transfer of Ownership	\$2,000
	Change of Location	\$2,000
	Report of Corporate Changes	\$500
	Manager Registration	\$500
	Modification of Premises	\$500
	Trade Name Change	\$200
	Consultant Reimbursement Fee (Attorney, Planning Consultant Review Time) - New Application	\$5,000
	Consultant Reimbursement Fee (Attorney, Planning Consultant Review Time) - Renewals and Other Applications.	\$1,000

<u>Chapter 7 - Health, Sanitation & Animals</u>		
<u>7-1-110 Administration and Abatement of Nuisances</u>		
	Basic Abatement Services (per hour)	\$55
	Disposal (per cubic yard)	\$40
	Administration Abatement Services (per hour)	\$40
	Weed Treatment (per lot)	\$65
<u>7-5-100 Animals</u>		
	Yearly License - per Dog - Spayed or Neutered	\$10
	Yearly License - per Dog - Not Spayed or Neutered	\$15
	Impoundment Fee	\$25
	Quarantine Fee	\$50
	Variance Application Fee	\$150
	Duplicate Dog Tag Issuance Fee	\$5
	Shelter Impound Fee	\$150

<u>Chapter 10 - General Offenses</u>		
Code	Description	Fee
10-6-200	Solicitation Permit - Annual In State	\$100
10-6-200	Solicitation Permit - Annual Out of State	\$200
10-6-200	Soliciting without a permit	\$300
10-10-20	Fireworks Display Permit	\$25

<u>Chapter 11 - Streets, Sidewalks and Public Property</u>		
Code	Description	Fee
	Special Event - per event - (Fair, parade, procession, open air meeting, circus, carnival, or similar exhibition - civic and charitable exempt)	\$50
11-1-40	Utility Excavation, Street Cut, and Obstruction Permit	\$75
11-2-10	Paved Surface Fee	\$7.00 SF
11-2-10	Gravel Surface Fee	\$1.50 SF
11-2-10	Horizontal Boring	\$1.00 SF
11-2-10	Potholing Excavation	\$35.00 Each

<u>Chapter 13 - Utilities</u>				
Municipal Code	Description	Capacity	Ratio to 5/8"	Fee
<u>13-2-280 Water Tap Fees (Capital Investment Fees)</u>				
	Residential (per dwelling unit) - 5/8" Meter & Tap	20 gpm	1.0	\$9,487.00
	Residential (per dwelling unit) - 3/4" Meter & Tap	30 gpm	1.5	\$14,230.00
	Multi-Family Residential (per constructed dwelling unit) - 5/8" Meter & Tap	20 gpm	1.0	\$9,487.00
	Multi-Family Residential (per constructed dwelling unit) - 3/4" Meter & Tap	30 gpm	1.5	\$14,230.00
	Commercial/Industrial/All Other - 5/8" Meter & Tap	20 gpm	1.0	\$9,487.00
	Commercial/Industrial/All Other - 3/4" Meter & Tap	30 gpm	1.5	\$14,230.00
	Commercial/Industrial/All Other - 1" Meter & Tap	50 gpm	2.5	\$23,716.00
	Commercial/Industrial/All Other - 1.5" Meter & Tap	100 gpm	5.0	\$47,433.00
	Commercial/Industrial/All Other - 2" Meter & Tap	160 gpm	8.0	\$75,892.00
	Commercial/Industrial/All Other - 2.5" Meter & Tap	210 gpm	10.5	\$99,608.00
	Commercial/Industrial/All Other - 3" Meter & Tap	240 gpm	12.0	\$113,838.00
<u>13-2-280 Capital Investment Fees - System Development</u>				
	Residential/Commercial/Industrial/All Other - per tap			\$2,819.00
13-2-290(a)	Supplemental Water Impact Fee 1 - Centennial Master Plan Area			\$81.00
13-2-290(b)	Supplemental Water Impact Fee 2 - Centennial Farms Irrigation Fee			\$150.00
13-2-300	Water Administration Fee			\$44.00

Town of Milliken Fee Schedule
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13-2-310(a) Raw Water Requirements - without Town approved non-potable water system for outside irrigation				
	Description	Required Acre Ft.	Delivery	Required Units
	Residential, Single Family Dwelling - 5/8" Meter	0.7	0.7	1.00
	Residential, Single Family Dwelling - 3/4" Meter	1.4	0.7	2.00
	Residential, Multi-Family Dwelling (per constructed unit) - 5/8" Meter	0.7	0.7	1.00
	Residential, Multi-Family Dwelling (per constructed unit) - 3/4" Meter	1.4	0.7	2.00
	Commercial/Industrial/All Other - 5/8" Meter	0.7	0.7	1.00
	Commercial/Industrial/All Other - 3/4" Meter	1.4	0.7	2.00
	Commercial/Industrial/All Other - 1" Meter	2.8	0.7	4.00
	Commercial/Industrial/All Other - 1.5" Meter	5.6	0.7	8.00
	Commercial/Industrial/All Other - 2" Meter	10.2	0.7	15.00
	Commercial/Industrial/All Other - 2.5" Meter	14.8	0.7	21.00
	Commercial/Industrial/All Other - 3" Meter	19.4	0.7	28.00

13-2-310(b) Raw Water Requirements - with Town approved non-potable water system for outside irrigation				
	Description	Required Acre Ft.	Delivery	Required Units
	Residential, Single Family Dwelling - 5/8" Meter	0.35	0.7	0.50
	Residential, Single Family Dwelling - 3/4" Meter	0.7	0.7	1.00
	Residential, Multi-Family Dwelling (per constructed unit) - 5/8" Meter	0.35	0.7	0.50
	Residential, Multi-Family Dwelling (per constructed unit) - 3/4" Meter	0.7	0.7	1.00
	Commercial/Industrial/All Other - 5/8" Meter	0.17	0.7	0.25
	Commercial/Industrial/All Other - 3/4" Meter	0.35	0.7	0.50

13-2-320(a) Alternative (Irrigation) Raw Water Units - in lieu of CBT acceptable irrigation water rights for potable use					
		Gross Yield per Share		Consumptive Use	
		Average Yr. (acre ft.)	Dry Yr. (acre ft.)	Average Yr. (acre ft.)	Dry Yr. (acre ft.)
	Water Rights - Greeley & Loveland Irrigation Co. - dry year (1977)	20.44	12.89	10.12	6.38
	Water Rights - Seven Lakes	20.01	13.88	10.96	7.61
	Water Rights - Lake Loveland	38.71	27.76	24.84	17.82
	Water Rights - Consolidated Hillsborough*	102.78	116.80	65.00	60.28
	Water Rights - Big Thompson & Platte River Ditch	64.90	48.07	22.51	18.04
	Water Rights - Bee Line Ditch	16.50	0.00	4.20	0.00
	Water Rights - Old Ish Ditch and Reservoir	3.50	3.50	1.40	1.40
	Water Rights - New Ish Reservoir	4.00	0.00	1.60	0.00
	Water Rights - Highland Ditch	40.00	11.00	16.00	4.40
	Water Rights - Consolidated Home Supply	9.65	6.54	5.79	3.93

13-2-320(b) Alternative (Irrigation) Raw Water Units - in lieu of CBT acceptable irrigation water rights for non-potable use							
		Gross Yield per Share		Consumptive Use		Equivalent Acres	
		Average Yr. (acre ft.)	Dry Yr. (acre ft.)	Average Yr. (acre ft.)	Dry Yr. (acre ft.)	Average Yr. (acre ft.)	Dry Yr. (acre ft.)
	Water Rights - Consolidated Hillsborough*	102.78	116.80	65.00	60.28	46.72	53.09
	Water Rights - Big Thompson & Platte River Ditch	64.90	48.07	25.50	25.50	29.50	21.85
	Water Rights - Bee Line Ditch	16.50	0.00	4.70	0.00	7.50	0.00
	Water Rights - Old Ish Ditch and Reservoir	3.50	0.00	1.40	0.00	1.59	0.00
	Water Rights - New Ish Reservoir	4.00	0.00	1.60	0.00	1.82	0.00
	Water Rights - Highland Ditch	40.00	11.00	16.00	4.40	18.18	5.00
	Water Rights - Consolidated Home Supply	9.65	6.54	5.79	3.93		

13-2-330	Cash In Lieu of Raw Water Units (C-BT) - Max. 3/Developer/12 Months - 5/8" tap.	Market Rate
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13-2-340 Water Meter		
	5/8"	\$400
	3/4"	\$450
	1"	\$550
	1.5"	\$1,000
	2"	\$1,500
	2.5"	\$1,225
	3"	\$2,500

\$475

\$475

\$625

\$1,100

\$1,400

\$1,600

\$2,500

13-2-360 Temporary (Construction) Fire Line Meter	
	Deposit
	Monthly Rental
	Excessive Usage Fee (for usage over 325,000 gallons)
	Water Usage - per 1000 gallons, up to 325,000 gallons of usage
	Water Usage - per 1000 gallons, over 325,000 gallons of usage

13-2-470 Maximum Allowable Metered Volume	
	First year of excess usage
	Second consecutive year of excess usage
	Third and subsequent consecutive years of excess usage

13-2-550 Duplicate Utility Statement Charge	
	Shadow Billing Fee

13-2-610 Water Base Standby Charge (monthly)	In Town	Out of Town
Residential (Single Family Dwelling) - 5/8" Meter	\$40.11	\$74.99
Residential (Single Family Dwelling) - 3/4" Meter	\$63.07	\$117.91
Residential (Multi-Family - per constructed dwelling unit) - 5/8" Meter	\$40.11	\$74.99
Residential (Multi-Family - per constructed dwelling unit) - 3/4" Meter	\$63.07	\$117.91
Commercial/Industrial - 5/8" Meter	\$40.11	\$74.99
Commercial/Industrial - 3/4" Meter	\$63.07	\$117.91
Commercial/Industrial - 1" Meter	\$85.99	\$160.76
Commercial/Industrial - 1.5" Meter	\$108.89	\$203.58
Commercial/Industrial - 2" Meter	\$154.77	\$289.35
Permanent Fire Line Meter - authorized by 13-2-240	\$58.40	\$116.79
Temporary Fire Line Meter - authorized by 13-2-250	\$253.03	\$506.07

Town of Milliken Fee Schedule
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		Usage	Charge per	Charge per
13-2-620(a) Usage Charge for Single Family Residential Units (per dwelling unit)		in Gallons	1000 Gallons In Town	1000 Gallons Out of Town
	5/8" Meter	0-2,500	\$8.44	\$14.26
		2,501-5,000	\$9.70	\$16.39
		5,001-10,000	\$11.64	\$19.67
		10,001-15,000	\$13.98	\$23.62
		15,001-20,000	\$17.47	\$29.52
		20,001-30,000	\$21.84	\$36.90
		30,001-40,000	\$27.30	\$46.13
		40,001-50,000	\$34.13	\$57.67
		>50,001	\$42.67	\$72.10
	3/4" Meter	0-5,000	\$8.44	\$14.26
		5,001-10,000	\$9.70	\$16.39
		10,001-20,000	\$11.64	\$19.67
		20,001-30,000	\$13.98	\$23.62
		30,001-40,000	\$17.47	\$29.52
		40,001-60,000	\$21.84	\$36.90
		60,001-80,000	\$27.30	\$46.13
		80,001-100,000	\$34.13	\$57.67
		>100,001	\$42.67	\$72.10

		Usage	Charge per	Charge per
13-2-620(b) Usage Charge for Multi-Family Residential Units (per dwelling unit)		in gallons	1000 Gallons In Town	1000 Gallons Out of Town
	5/8" Meter	0-2,500	\$8.44	\$14.26
		2,501-5,000	\$9.70	\$16.39
		5,001-10,000	\$11.64	\$19.67
		10,001-15,000	\$13.98	\$23.62
		15,001-20,000	\$17.47	\$29.52
		20,001-30,000	\$21.84	\$36.90
		30,001-40,000	\$27.30	\$46.13
		40,001-50,000	\$34.13	\$57.67
		>50,001	\$42.67	\$72.10
	3/4" Meter	0-5,000	\$8.44	\$14.26
		5,001-10,000	\$9.70	\$16.39
		10,001-20,000	\$11.64	\$19.67
		20,001-30,000	\$13.98	\$23.62
		30,001-40,000	\$17.47	\$29.52
		40,001-60,000	\$21.84	\$36.90
		60,001-80,000	\$27.30	\$46.13
		80,001-100,000	\$34.13	\$57.67
		>100,001	\$42.67	\$72.10

		Usage	Charge per	Charge per
13-2-620(c) Usage Charge for Commercial/Industrial/All Others		in gallons	1000 Gallons In Town	1000 Gallons Out of Town
	5/8" Meter	0-2,500	\$8.44	\$14.26
		2,501-5,000	\$9.70	\$16.39
		5,001-10,000	\$11.64	\$19.67
		10,001-15,000	\$13.98	\$23.62
		15,001-20,000	\$17.47	\$29.52
		20,001-30,000	\$21.84	\$36.90
		30,001-40,000	\$27.30	\$46.13
		40,001-50,000	\$34.13	\$57.67
		>50,001	\$42.67	\$72.10
	3/4" Meter	0-5,000	\$8.44	\$14.26
		5,001-10,000	\$9.70	\$16.39
		10,001-20,000	\$11.64	\$19.67
		20,001-30,000	\$13.98	\$23.62
		30,001-40,000	\$17.47	\$29.52
		40,001-60,000	\$21.84	\$36.90
		60,001-80,000	\$27.30	\$46.13
		80,001-100,000	\$34.13	\$57.67
		>100,001	\$42.67	\$72.10
	1" Meter	0-7,500	\$8.44	\$14.26
		7,501-15,000	\$9.70	\$16.39
		15,001-30,000	\$11.64	\$19.67
		30,001-45,000	\$13.98	\$23.62
		45,001-60,000	\$17.47	\$29.52
		60,001-90,000	\$21.84	\$36.90
		90,001-120,000	\$27.30	\$46.13
		120,001-150,000	\$34.13	\$57.67
		>150,001	\$42.67	\$72.10

Town of Milliken Fee Schedule
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		Usage in gallons	Charge per 1000 Gallons In Town	Charge per 1000 Gallons Out of Town
13-2-620(c) Usage Charge for Commercial/Industrial/All Others				
	1.5" Meter	0-10,000	\$8.44	\$14.26
		10,001-20,000	\$9.70	\$16.39
		20,001-40,000	\$11.64	\$19.67
		40,001-60,000	\$13.98	\$23.62
		60,001-80,000	\$17.47	\$29.52
		80,001-120,000	\$21.84	\$36.90
		120,001-160,000	\$27.30	\$46.13
		160,001-200,000	\$34.13	\$57.67
		>200,001	\$42.67	\$72.10
	2" Meter	0-15,000	\$8.44	\$14.26
		15,001-30,000	\$9.70	\$16.39
		30,001-60,000	\$11.64	\$19.67
		60,001-90,000	\$13.98	\$23.62
		90,001-120,000	\$17.47	\$29.52
		120,001-180,000	\$21.84	\$36.90
		180,001-240,000	\$27.30	\$46.13
		240,001-300,000	\$34.13	\$57.67
		>300,001	\$42.67	\$72.10

13-2-760	Late Payment Fee (per occurrence)	\$10
13-2-770	Meter Testing Fee (per occurrence)	\$25
13-2-810	Disconnection Fee (per occurrence)	\$0
13-2-820	Reconnection Fee Residential (First Occurrence in a 12 month period)	\$40
	Reconnection Fee Residential (All Occurrences after the first in a 12 month period)	\$80
	Reconnection Fee Commercial (per occurrence)	\$100
13-2-825	Same-Day Reconnection Fee (per occurrence)	\$10

13-5-10 Base Standby Charge - Non-Potable Water (monthly)		
	5/8" Meter	\$50
	3/4" Meter	\$50
	1" Meter	\$50
	1.5" Meter	\$50
	2" Meter	\$50
	3" Meter	\$50
	4" Meter	\$50

13-2-1100 Usage Charge - Non-Potable Water (monthly)		
	Direct Irrigation Per 1,000 Gallons	\$3.58
	Agricultural Lease	\$250/Acre Ft.
	Augmentation Credits	Market Rate

13-5-30 Tap Fee - Non-Potable Water		
	5/8" Meter	\$2,070
	3/4" Meter	\$3,105
	1" Meter	\$5,175
	1.5" Meter	\$10,350
	2" Meter	\$16,560

13-5-60 Sewer Base Standby Charge (monthly)		In Town	Out of Town
	Base Charge - Residential Equivalent Unit (no usage)	\$30.34	\$60.67

		Usage in Gallons	Charge per 1000 Gallons In Town	Charge per 1000 Gallons Out of Town
13-5-70 Sewer Usage Charge (monthly)				
		0-2,000	\$3.80	\$11.10
		2,000-5,000	\$4.74	\$13.86
		5,000-10,000	\$6.17	\$18.03
		>10,000	\$8.02	\$23.44

13-6-50 Storm Water Utility Fee		
	Single Family - Parcels, lots or tracts (monthly)	\$6.76
	Commercial, Industrial, Non-Single Family - Parcels, lots or tracts (monthly) per impervious area per month with a \$81.00 annual minimum fee.	\$6.76

Town of Milliken Fee Schedule
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Development Fee Structure

- Part 1: Non-refundable Fee - Covers Town expenses (i.e. publication costs, recording fees)
- Part 2: Refundable Deposit - Based on an estimate for the type of project, to cover charges by the Town's consultants or staff, including: Planners, Landscape Architects, Engineers, Surveyors and Attorneys. When 85% of the deposit has been expended, the applicant will be notified of any additional deposit required.

The Administrator or his/her designee can at his/her discretion either raise or lower the deposit amount depending on the project.

<u>Chapter 16 - Land Use Code (16-1-90)</u>			
Code	Description	Fee	Deposit
<u>16 Pre-Application</u>			
	Hourly Rate for Pre-Application Meeting with Town Consultants	\$0	\$0
<u>16-Article I: General Land Use Provisions</u>			
	Erosion Control & Overlot Grading Permits		
	Overlot Grading Plan Review	\$150	\$0
	Overlot Grading Permit Fees:		
	50 Cubic Yards or Less	\$23.50	\$0
	51 to 100 Cubic Yards	\$37.00	\$0
	101 to 1,000 Cubic Yards	\$37.00 for the first 100 plus \$17.50 for each additional 100	\$0
	1,001 to 10,000 Cubic Yards	\$194.50 for the first 1,000 plus \$14.50 for each additional 1,000	\$0
	10,001 to 100,000 Cubic Yards	\$325.00 for the first 10,000 plus \$66.00 for each additional 10,000	\$0
	100,000 Cubic Yards or More	\$919.00 for the first 100,000 plus \$36.50 for each additional 10,000	\$0
<u>16-Article II: Zoning</u>			
	Zoning Amendment Text and/or Map Amendment)	\$750	\$4,000
	Change of Use Review (Commercial w/no building alterations)	\$500	\$4,000
	Conditional Use Permit	\$750	\$4,000
	Variances and Appeals - Residential	\$250	\$4,000
	Variances and Appeals - Non-Residential	\$400	\$4,000
	Master PUD Development Plan	\$1,500	\$5,000
	Final PUD Development Plan	\$2,500	\$10,000
	2nd Driveway Application	\$100	\$300
	Floodplain Development Permit	\$750	\$5,000
	Special Use Permit - Oil & Gas/Commercial Mineral Extraction	\$1,500	\$10,000
<u>16-Article V: Subdivisions</u>			
	Preliminary Plat	\$1,500	\$7,000
	Final Plat	\$2,500	\$10,000
	Minor Subdivision (Over 5 lots which do not require a preliminary plat)	\$750	\$5,000
	Replat (Resubdivision)/Lot Line Adjustment/Administrative Plat	\$250	\$1,500
<u>16-Article VI: Land Use Applications</u>			
	Comprehensive Plan Amendment	\$500	\$2,000
	Site Plan	\$750	\$7,000
	Vacation of Right-of-Way or Easement	\$250	\$2,000
	Metropolitan District - Amended Service Plan	\$1,000	\$3,000
	Metropolitan District - New Service Plan	\$1,000	\$5,000
<u>16-Article VII: Annexation</u>			
	Annexation	\$1,500	\$10,000
	Disconnection (De-Annexation)	\$1,000	\$5,000
	Recording, Postage and Advertising Fees	Direct Cost	\$0

Town of Milliken Fee Schedule
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Chapter 18 - Building Regulations		
	Description	Fee
18-1-10 Computation of Capital Improvement Fees for Residential Development		
(sign permit fees will be calculated the same as building permits and will be based on construction value.)		
	Building - Cost table per valuation (1997 UBC Schedule)	Per Sq. Ft.
	Above Grade Floors	\$160
	Foundation/Crawlspace	\$15
	Foundation/Unfinished Basement	\$25
	Foundation/Finished Basement	\$70
	Basement Finish	\$45
	Garage	\$55
	Covered Porch	\$70
	Covered Patio	\$50
	Deck	\$35
	Covered Deck	\$65
	Patio	\$10
	Electrical	According to State Regulations
	Electrical - Permits that do not require plan review but do require electrical work	\$50
	Construction Meter	\$50
	Plan Review - Residential - New Single Family/Duplex	30% of Bldg. Permit Fee; Repeat \$50
	Plan Review - Residential - New Multi-Family (> 3 units)	65% of Bldg. Permit Fee; Repeat \$100
	Plan Review - Commercial/Industrial	65% of Bldg. Permit Fee; Repeat \$100
	Plan Review - Resubmittal	\$50
	Building Permit Admin. Fee	10% of Bldg., Electrical, Construction Meter & Plan Review
	Deferred Payment Fee	\$125
	Use Tax (2.5%)	2.5% Materials Cost
	Park Fee	\$600
	Trails and Open Space Fee	\$350
	Public Facilities Use Fee	\$325
	Street Fee - Residential	\$2,000
	Street Fee - Residential - Frank Farms Subdivision	\$1,525
	Demolition Permit	\$50
	Drainage Fee	\$525
	Police Admin. Infrastructure Fee	\$260
	Admin. Fee Infrastructure Fee	\$210
	School Fees for Residential Development (RE-5J Schools)	
	Single Family Detached	\$924
	Single Family Attached	\$353
	Multi Family - Per Unit	\$613
	Mobile Home - Per Unit	\$1,530
	Front Range Fire Rescue Fire Protection District Impact Fees (FRFRFPD)	
	Residential Single Family or Two-Family (Per Dwelling)	\$1,372.96
	Residential Multi-Family (Per Dwelling)	\$1,264.46
	Any Non-Residential (Per Square Foot)	\$1.55 per Sq. Foot
18-1-20 Computation of Capital Improvement Fees for Commercial and Industrial Development		
	Public Facilities - per sq. ft. of building	\$0.10
	Police Infrastructure - per sq. ft. of building	\$0.10
	General Administration - per sq. ft. of building	\$0.10
	Drainage Fee - Up to 7,000 sq. ft. hard surface	\$700.00
	Drainage Fee - per sq. ft. over 7,000 hard surface - per sq. ft.	\$0.32
	Use Tax (2.5%)	2.5% Materials Cost or 50% of job valuation as determined by Town using Building Standards Magazine
	Contractor Licensing Specialty License (excluding electrical) for initial license and for renewal	\$50.00
	Contractor Licensing - Class II	\$75.00
	Contractor Licensing - Class I	\$100.00
	Subdivision Inspection	As Billed to the Town

Remove
Remove
Remove

Town of Milliken Fee Schedule
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Street Fees		
	Street Fees - Auto Sales	\$3,823/1,000 sf
	Street Fees - Auto Service/Repair, Tire Store	\$2,637/1,000 sf
	Street Fees - Bank	\$7,446/1,000 sf
	Street Fees - Building Materials/Hardware/Nursery	\$5,059/1,000 sf
	Street Fees - Church/Synagogue	\$1,897/1,000 sf
	Street Fees - Convenience Store	\$11,513/1,000 sf
	Street Fees - Day Care Center	\$1,978/1,000 sf
	Street Fees - Discount Store	\$4,884/1,000 sf
	Street Fees - Elementary/Secondary Schools	\$620/1,000 sf
	Street Fees - Furniture Store	\$948/1,000 sf
	Street Fees - General Light Industrial	\$1,448/1,000 sf
	Street Fees - Hospital	\$3,491/1,000 sf
	Street Fees - Mini-Warehouse	\$520/1,000 sf
	Street Fees - Movie Theater	\$7,307/1,000 sf
	Street Fees - Nursing Home	\$1,015/1,000 sf
	Street Fees - Office - General <100,000 sf	\$3,366/1,000 sf
	Street Fees - Office - General <200,000 sf	\$2,509/1,000 sf
	Street Fees - Office - General >200,000 sf	\$2,076/1,000 sf
	Street Fees - Office - Medical	\$7,517/1,000 sf
	Street Fees - Restaurant - Fast Food	\$10,319/1,000 sf
	Street Fees - Restaurant - Sit Down	\$3,555/1,000 sf
	Street Fees - Shopping Center/General Retail <1,000,000 sf	\$4,984/1,000 sf
	Street Fees - Shopping Center/General Retail <100,000 sf	\$8649/1,000 sf
	Street Fees - Shopping Center/General Retail <500,000 sf	\$6,056/1,000 sf
	Street Fees - Shopping Center/General Retail >1,000,000 sf	\$4,422/1,000 sf
	Street Fees - Warehouse	\$1,032/1,000 sf

Pre-Development Reviews		
	Impact fee - for uses listed above	\$50
	Impact fee - for uses not listed above	\$50 + outside consultant fees

No. 9 Recovery of Center Drive Improvements in Milliken Corporate Center (Ord. 467 §1, 2003; Ord. 481 §1, 2003)		
	Block 1, Lot 1, 779.14 Lineal Feet Frontage - 26.3%	\$27,233.00
	Block 1, Lot 2, 246.4 Lineal Feet Frontage - 8.3%	\$8,612.56
	Block 2, Lot 1, 328.35 Lineal Feet Frontage - 11.1%	\$11,477.01
	Block 2, Lot 2, 312.46 Lineal Feet Frontage - 10.5%	\$10,921.60
	Block 2, Lot 3, 375.81 Lineal Feet Frontage - 12.7%	\$13,135.91
	Block 4, Lot 1, 310.92 Lineal Feet Frontage - 10.5%	\$10,867.77
	Block 4, Lot 2, 340.12 Lineal Feet Frontage - 11.5%	\$11,888.41
	Block 4, Lot 3, 270.13 Lineal Feet Frontage - 9.1%	\$9,442.01

Sewer Tap Fee (Sewer Capital Investment Fee)		
	Sewer Tap Fee - Residential (per dwelling unit) 5/8" Meter	\$4,555
	Sewer Tap Fee - Residential (per dwelling unit) 3/4" Meter	\$6,833
	Sewer Tap Fee - Multifamily (per dwelling unit) 5/8" Meter	\$4,555
	Sewer Tap Fee - Commercial/Industrial 5/8" Meter	\$4,555
	Sewer Tap Fee - Commercial/Industrial 3/4" Meter	\$6,833
	Sewer Tap Fee - Commercial/Industrial 1" Meter	\$11,388
	Sewer Tap Fee - Commercial/Industrial 1.5" Meter	\$22,777
	Sewer Tap Fee - Commercial/Industrial 2" Meter	\$36,443
	Sewer Tap Fee - Commercial/Industrial 2.5" Meter	\$47,831
	Sewer Tap Fee - Commercial/Industrial 3" Meter	\$54,664

Supplemental Sewer Impact Fees - Ord. 449		
	Supplemental Sewer Impact Fee No. 1 - New homes south of hwy 60 discharging to 30" interceptor	\$177
	Supplemental Sewer Impact Fee No. 2 - New homes discharging to the future north interceptor	\$1,120

Town of Milliken Fee Schedule
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General Fees		
	Description	Fee
	Police	
	Copies - (Black & White) - up to 2 pages	\$2.00
	Copies - (Black & White) - each additional page over 2	\$0.25
	Immigration/Background Letters	\$5.00
	Outstanding Warrant Judgement	\$50.00
	Police Reports - first 2 pages	\$2.00
	Police Reports - each additional page over 2	\$0.25
	Police Reports - faxed - first 2 pages	\$2.00
	Police Reports - faxed - each additional page over 2	\$1.00
	Records Check	\$2.00
	Transcripts (each page)	\$5.00
	VIN Inspections	\$25.00
	Warrant Fee	\$50.00
	Miscellaneous	
	Credit Card Charge Fee - All Non-Utility Town Charges	2.5%
	Copies - Black & White - each page	\$0.25
	Copies - Color - each page	\$1.00
	Copies - Certified - Black & White - first 2 pages	\$2.00
	Copies - Certified - Black & White - each additional page	\$0.25
	Copies - on Computer Disc - 1st disc	\$10.00
	Copies - on Computer Disc - additional discs	\$5.00
	Copies - Oversized (24" x 36") - Plotter - each page	\$5.00
	Faxes - 1st page	\$2.00
	Faxes - each additional page over 1st page	\$1.00
	Faxes - International - each page	\$2.00
	Maps - Community Development - 18 x 24	\$15.00
	Maps - Community Development - 24 x 36	\$40.00
	Notary - per document	\$5 (1) \$10.00 (2+)
	Designated Truck Parking Lot Permit Fee - Monthly	\$50.00
	Designated Truck Parking Lot Permit Fee - Annual	\$400.00
	Returned Check Fee	\$25.00
	Equipment Rental Rates	Current FEMA Schedule of Equip. Rates
	Facility Rental/Deposits	
	Damage Deposit - without alcohol	\$300.00
	Damage Deposit - with alcohol served	\$500.00
	Resident - Community Room - per hour	\$50.00
	Resident - Activity Room - per hour	\$30.00
	Non-Resident - Community Room - per hour	\$60.00
	Non-Resident - Activity Room - per hour	\$35.00
	Non-Profit - Community Room Rental -per hour	\$35.00
	Non-Profit - Community Room Rental - per hour	\$20.00
	Community Room Rental - Alcohol surcharge per 100 people per hour - security services	\$100.00
	Park Rental - Resident - 4 hour rental	\$35.00
	Park Rental - Non-Resident - 4 hour rental	\$40.00
	Park Rental - Non-Profit - 4 hour rental	\$25.00
	Park Rental - For-Profit - 4 hour rental	\$45.00
	Electrical Fee - Per 4 hour rental - Applicable Parks	\$10.00
	Rental Clean Up Fee Schedule	See Room Condition Sheet
	Repairs:	
	Damaged Grass	\$35/hour + expenses
	Damaged Trees	\$35/hour + expenses
	Damaged Playground Equipment	\$35/hour + expenses
	Other Damages	\$35/hour + expenses

ADD



12.a.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Jon Rabas , Streets and Facilities Directors
Via: Cheryl Powell, Town Administrator

Meeting Date:
April 8, 2026

Item Category: Purchases

Agenda Title: Consideration and Approval of a Change Order for the Public Work
Equipment Storage Building

Attachments:

1. Structure-Fill-Material-Bids (1)

PURPOSE

Authorization of the Town Administrator to purchase Class 1 Structural Fill material from L.G. Everist, for \$27,258.00.

BACKGROUND

Ground Engineering conducted a pavement assessment for the Public Works equipment storage facility and identified five feet of undocumented fill material. Such fill materials pose a high risk of soil movement during construction or post-construction. It is recommended that this area be over-excavated five feet to remove the undocumented fill, and replaced with Class I Structural Fill to ensure stability and long-term performance.

BUDGET IMPLICATIONS

\$30,000.00 was appropriated on March 25, 2026.

STAFF RECOMMENDATIONS

Staff recommends that the Board authorizes the Town Administrator to purchase Class 1 Structural Fill material.

SUGGESTED MOTION

"I move to authorize the Town Administrator to purchase Class 1 Structural Fill material for \$27,258.00 for the Public Work Equipment Storage Building."

QUOTATION AND CONTRACT

L.G. EVERIST, INC.



7321 E. 88TH AVE. - SUITE 200
HENDERSON, CO 80640
PHONE 303-287-4656
FAX 303-289-1348

Date: 03/20/2026

To: TOWN OF MILLIKEN
JON RABAS
1101 BROAD STREET
PO BOX 290
MILLIKEN, CO 80543

Ship To: Del to Proj Site Via Ragsdale

Project(s): STORAGE BUILDING

Awarding Body: TOWN OF MILLIKEN

Project #:

Location of Work: 2951 E ASH ST, MILLIKEN CO
80543

Letting Date: 03/20/2026

Material Description	Approx Qty.	Unit	Unit Price	Delivery Site
Class 1 Structural Fill (108)	1,650	Ton (U.S.)	\$16.52	Del to Proj Site Via Ragsdale

Special Conditions

- 1.) Quoted prices do not include sales tax; all quantities quoted in English units.
- 2.) Price quoted FOB 2951 E Ash St, Milliken CO 80543, effective through 9/30/2026, with safe and suitable access and egress for semi-end dump tractor-trailers in 25-ton minimums. Fuel surcharge of 4% for every \$0.20 increase starting @ \$4.40 per gallon based on Rocky Mountain Region data through the Department of Energy.
- 3.) Materials produced from an alluvial deposit.
- 4.) This quote is valid for 30 days due to freight, production, and inventory assurance of ongoing sales.
- 5.) This proposal and Special conditions accepted as part of the contract and so specified if a special contract form is used.
- 6.) Material availability will not be guaranteed without a signed copy of this quote returned to the LGE sales team.

NOTE: Prices are net and are quoted on basis of 2,000 lbs. per ton for LGE plant stated.

Invoices are due and payable on or before 30 days from date of invoice. Past due invoices will be assessed a 1 1/2% per month service charge.

ACCEPTANCE This quotation and addendum, if any, is for your acceptance within 30 days of this quote date, and includes the terms and conditions appearing on the attached page labeled "Standard Terms And Conditions Applying To All Sales." YOU SHOULD CAREFULLY READ ALL THOSE TERMS AND CONDITIONS AS THOSE ARE A PART OF AND INCORPORATED INTO EVERY AGREEMENT FOR SALE ENTERED INTO BY PURCHASER AND SELLER. Upon acceptance in writing, this quotation constitutes the contract between us. No modification of this contract, nor any representation or promise of any agent shall be binding upon the company unless such modification, representation or promise shall be in writing signed and accepted by an authorized representative of the company, in the same manner as the original contract.

Accepted:

Date:
Company: TOWN OF MILLIKEN
By:

L.G. EVERIST, INC.

Ready Mix Concrete

Sand & Gravel



Raptor Materials LLC
8120 Gage Street
Frederick, CO 80516

Phone 303-666-6657

Fax 303-666-6743

Attention:

Jon Rabas

Company Name:

Town of Milliken

DATE: March 23, 2026
Quotation #: G26032302

Phone:

(303) 710-0275

Email:

hrabas@millikenco.gov

Quotation valid for 30 days from date of proposal

Quoted by: Gigy Cano

Expiration: **6/30/2026**

Estimated Tons : 1650

Start Date: Apr. 2026

Job Description & Location:

Town of Milliken

2951 E. Ash St., Milliken

Product & Description	Price per Ton
Class 1 Structure Fill	\$ 11.25
Semi Delivery from Platteville Gravel Pit	\$ 5.50
Delivery Fuel Surcharge: Will apply after \$3.75/gallon based upon the Rocky Mountain indicator of fuel prices. Please call for rate sheet.	

PRODUCT AVAILABILITY

All products quoted are based on availability. To confirm availability please contact Aggregate Dispatch at 303-833-5477

Please Note: **Clean Concrete and Asphalt can be dumped at our recycle locations for free.**
Dirty Concrete or Asphalt-With Rebar/Wire Mesh can be dumped at our recycle locations for \$2.50/ton.
Please call our office for recycle locations.

YOU (1) HEREBY ACKNOWLEDGE AND AGREE THAT ALL PRODUCTS QUOTED HEREIN SHALL BE GOVERNED BY AND SUBJECT TO THE SPECIFIED PRICING AND TERMS SET FORTH IN THIS QUOTE, INCLUDING, BUT NOT LIMITED TO, SELLER'S TERMS AND CONDITIONS ATTACHED HERETO (WHICH MAY ALSO BE FOUND AT <https://www.raptormaterials.com/termsofsale/>) AND (2) AND REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTAND AND ACCEPT ALL OF THE TERMS, THAT IF YOUR ORDER IS USED FOR ANY PURPOSE, YOU EXPRESSLY AGREE THAT THIS QUOTE AND SELLER'S TERMS AND CONDITIONS SHALL PREVAIL INSOFAR AS THE SAME MAY IN ANY WAY CONFLICT WITH THE TERMS AND CONDITIONS SET FORTH IN YOUR ORDER FORM, AND THE ISSUANCE OF SUCH ORDER BY YOU SHALL BE DEEMED TO NOTE YOUR ASSENT TO THE FOREGOING.

NOTE: Notice required within seven (7) days of bid if material to be purchased from Raptor Materials LLC. Delivered in Semi Tractor-Trailer load lots. One week advance notice of delivery requirements. All trucks must be able to enter and exit under their own power. All dump sites must be level.

**** Wait time of more than 5 minutes to be unloaded will be billed at \$110.00 per hour, in 15 minute increments.****

Prices Do Not Include Taxes, Permits, Testing or Traffic Control

Hours are 6 a.m. to 4 p.m. Delivery outside of normal working hours will be quoted separately upon request.

THANK YOU FOR YOUR BUSINESS!

Gigy Cano

Gigy Cano
Sales Representative
Raptor Materials LLC

X

Accepted By



8120 Gage Street • Frederick, CO 80516
Bus: (303) 666-6657 • Fax: (303) 666-6743

January 2026

To our valued customers,

The following scale will apply to all delivered loads of ready-mix concrete, sand and gravel products, as well as FOB loads at the gravel pit. This fuel surcharge will continue to be separate from our delivery and service fees.

Fuel Surcharge Scale:

Fuel Price Range (National Average)	Price per Load
\$3.75 - \$4.00	\$7.50
\$4.01 - \$4.25	\$10.00
\$4.26 - \$4.50	\$12.50
\$4.51 - \$4.75	\$15.00
\$4.76 - \$5.00	\$17.50
\$5.01 - \$5.25	\$20.00
\$5.26 - \$5.50	\$22.50
\$5.51 - \$5.75	\$25.00
\$5.76 - \$6.00	\$27.50
\$6.01 - \$6.25	\$30.00
\$6.26 - \$6.50	\$32.50
\$6.51 - \$6.75	\$35.00
\$6.76 - \$7.00	\$37.50

You can find the national average diesel rates at the following website:
<https://www.eia.gov/petroleum/gasdiesel/>

We will be monitoring the rates weekly. If you have any questions please don't hesitate to reach out.

Sincerely,

Will Curti
Sales Manager
Raptor Materials LLC

Bid



Greeley CO - Pioneer Landscape Centers #1175
450 E 16th St
Greeley, CO 80631-6013
W: (303)474-1491

Bill To:

Town Of Milliken (#2274767)
1101 Broad St
Milliken, CO 80543-8335
W: (970)587-4331

Ship To:

Town Of Milliken (#2274767)
2951 Ash St
Milliken, CO 80543-9327
W: (970)587-4331

Created	Quote#	Due Date	Expected Award Date	Expiration Date
03/23/2026	8365092	03/23/2026	04/23/2026	04/30/2026

Printed	Job Name	Job Description	Job Start Date
03/23/2026 14:44:22	Structural Fill	Milliken	04/23/2026

Line #	Item #	Item Desc	Qty	UOM	Unit Price	Extended Price
1	APPROVE- ONLINE-SO	This quote can be viewed and approved online for double Partner's Program points. If you don't currently have access to SiteOne.com, let us know and we'll be happy to get you set up with your very own login.	0	EA	0.000	0.00
2	C	Semi Load	0			
3	BUSO-7174- SO	Structural Fill CL1 Item Note: Semi Delivery Included. 25 TN Loads. Subject to Fuel Surcharge.	1,650	TN	17.350	28,627.50
4	*	Fuel Surcharge Item Note: 66 loads at 25 TN each roughly 1,650 TN.	66		25.000	1,650.00
5	ST	Subtotal Line 1	0			30,277.50
6	C	Tandem Load	0			
7	BUSO-7174- SO	Structural Fill CL1 Item Note: Tandem Delivery Included. 15 TN delivery. Subject to Fuel Surcharge.	1,650	TN	21.800	35,970.00
8	*	Fuel Surcharge Item Note: 110 Loads at 15 TN each truck equals 1,650 TN	110		25.000	2,750.00
9	ST	Subtotal Line 2	0			38,720.00
10	SUPPLYCHAIN- SO	Due to ongoing global supply chain disruptions and elevated fuel and material costs, a temporary delivery surcharge may apply to your order. There may also be price increases without notice as a result of current market instability. Our goal is to proactively monitor conditions and remove surcharges as soon as fuel prices stabilize. We appreciate your understanding and value your partnership.	0	EA	0.017	0.00

Total Price: \$ 68,997.50

Total Tax: \$ 0.00

Total: \$ 68,997.50

Quoted price is for material only. Applicable sales tax will be charged when invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation. Local tax may differ based on locations and local codes.



12.b.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Jon Rabas , Streets and Facilities Directors
Via: Cheryl Powell, Town Administrator

Meeting Date:
April 8, 2026

Item Category: Agreements

Agenda Title: Consideration and Authorization for the Mayor to sign a Construction Agreement for Cape Sealing Various Town Roadways

Attachments:

1. Cape-Sealing-Construction-Agreement
2. Cape-Sealing-Contract-Documents-2026

PURPOSE

Consideration and authorization for the Mayor to sign a Construction Agreement for cape sealing various town roadways with Vance Brothers, LLC, for \$187,106.25.

BACKGROUND

In 2022, a pavement maintenance plan was established. Cape sealing is a maintenance technique that preserves and prolongs the lifespan of pavement surfaces, and is included as part of the Town's annual pavement maintenance program. A-1 Chipseal bid came in at \$218,662.50.

BUDGET IMPLICATIONS

The funding will come out of the Pavement Maintenance Fund. \$250,000.00 was approved in the 2026 budget process.

STAFF RECOMMENDATIONS

Staff Recommendation: Staff recommends that the Board authorizes the Mayor to sign a construction agreement with Vance Brothers, LLC, for cape sealing various Town roadways.

SUGGESTED MOTION

"I move to authorize the Mayor to sign a construction agreement with Vance Brothers, LLC, for cape sealing various Town roadways for \$187,106.25."

**TOWN OF MILLIKEN, COLORADO
CONSTRUCTION AGREEMENT
Project Number 02-2026 ("Cape Sealing Project")**

This Construction Agreement ("Construction Agreement") is made and entered into by and between the TOWN OF MILLIKEN, COLORADO, a municipal corporation of the State of Colorado, with offices at 1101 Broad Street, Milliken, Colorado 80543 (the "**Town**" or "**Owner**"), and Vance Brothers, LLC, whose address is 380 West 62nd Avenue, Dener, Colorado 80216 (the "**Contractor**").

WITNESSETH

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

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

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

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

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Construction Agreement as described in detail in the Contract Documents ("Work" or "Scope of Work"). In addition, the Contractor shall provide and perform all necessary labor in accordance with the standards set forth in section 6.00 and in accordance with the conditions and prices stated in the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner's official award of this Construction Agreement to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof. The Contractor warrants that it will ensure that all lower tier contractors and material suppliers, including without limitation subcontractors and sub-subcontractors, will be obligated to comply with the terms of this Construction Agreement as it relates to their own contractual obligations.

2.00 THE CONTRACT DOCUMENTS: This Construction Agreement incorporates all the other Contract Documents, to the extent they exist, which together with this Construction Agreement represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. To the extent there is any conflict between this Construction Agreement and any of the other Contract Documents, the terms of this Construction Agreement shall prevail; provided however that as to any design or specification issues, to the extent such exist, the Design Documents, Specifications, volumes of the Milliken Design Criteria and Construction Specifications (if checked below), and any pertinent Change Orders and agreements under section 7.00 shall control over the other Contract Documents. The Contract Documents consist of this Construction Agreement and, to the extent they exist or (where noted) are hereafter created, the following documents:

1. Invitation for Bid
2. Request for Proposals and Instructions to Bidders
3. Contractor's Bid
4. Performance Bond
5. Payment Bond
6. Notice of Award
7. Advertisement Set
8. Bid Bond
9. General Conditions
10. Special Provisions
11. Design Documents
12. Specifications
13. The following volumes of the Milliken Design Criteria and Construction Specifications if the box is checked (available via the URL indicated):
 - ☐ Volume I (Water and Sewer Utilities) (<https://co-milliken.civicplus.com/DocumentCenter/View/368>)
 - ☐ Volume II (Storm Drainage) (<https://co-milliken.civicplus.com/DocumentCenter/View/367>)
 - ☒ Volume III (Streets) (<https://co-milliken.civicplus.com/DocumentCenter/View/365>)
14. Notice to Proceed (when hereafter created)
15. Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Construction Agreement (when hereafter created)
16. Other:

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Construction Agreement shall commence as of the date the Agreement is fully executed by both parties ("Effective Date") and shall continue through August 31, 2026 or until the Scope of Work is completed.

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

☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$100.00 per day** for each day after the contract time frame expires.

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

If either of the above boxes is checked, (a) the parties intend the amount specified to be "liquidated damages" and not a penalty and (b) it is agreed that as of the Effective Date (i) it is difficult to ascertain the amount of actual damages that will result from the delay and (ii) the amount specified is a reasonable estimate of the presumed actual damages that the delay would cause. Such liquidated damages for delay are in addition to any other damages that may be owed for any other breach besides delay.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Construction Agreement, and the Contractor will accept as full compensation therefore the sum of:

(Written) One hundred eighty-seven thousand, one hundred six and twenty five cents
DOLLARS (\$187,106.25.) subject to adjustment as provided by the Contract Documents (“Contract Price”).

a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Construction Agreement and the delivery of all improvements embraced in this Construction Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Construction Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town’s interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

b. By the 5th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold five percent (5%) of payments to Contractor.

6.00 ACCEPTANCE, FINAL PAYMENT, AND WARRANTY: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 38-26-107.

Contractor warrants to Owner that all construction and related services provided hereunder shall be performed in a first-class and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of this Construction Agreement, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements.

If this Construction Agreement obligates the Contractor to provide design or engineering services, then the Contractor additionally warrants to the Owner that all such services will, at a minimum, conform to the standard of care required of individuals providing similar design or engineering services who are properly trained and experienced and, if applicable, certified or credentialed. Owner’s review or approval of any plans, specifications, or other design or engineering documents shall not constitute a waiver by Owner of any of the Contractor's warranties or obligations under this paragraph.

The guaranty period shall be two years from the date of completion and acceptance (“Guaranty Period”). If, within the Guaranty Period any of the Work is found to be not in accordance with the requirements of this Construction Agreement, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, which shall be within the discretion of the Owner to give. This obligation shall survive termination of the Construction Agreement. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to any obligations owed by the Contractor under this Construction Agreement. Establishment of the Guaranty Period relates only to the specific obligation of the Contractor to correct the Work if notified to do so and has no relationship to the time within which the obligation to comply with the Contract Documents may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations. Correction of the Work by the Contractor shall not

bar the Owner from seeking damages resulting from any breach of this Construction Agreement.

7.00 MODIFICATIONS AND AMENDMENTS: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

If in the course of performing the Work the Contractor encounters or becomes aware of any condition or circumstance of any kind that could delay the Work or increase the cost of the Work, the Contractor shall immediately give written notice to the Town of such condition or circumstance. If the Contractor fails to give such notice to the Town within three business days of first encountering or becoming aware of such condition or circumstance, then (a) the Contractor will be deemed to have agreed to fully resolve the condition or circumstance at the Contractor's own expense and within existing construction schedules and (b) the contractor will be deemed to have waived any claim for additional compensation or time to accommodate the condition or circumstance. Any notice given by the Contractor under this paragraph will include the Contractor's best estimate of the cost and delay impact of the condition or circumstance upon which the notice is based.

If any notice is given by the Contractor under the preceding paragraph, the parties will endeavor to resolve the matter by good faith negotiations. Absent an express, written directive to the contrary given by the Town to the Contractor, the Contractor must continue to perform the Work during such negotiations and any subsequent dispute resolution processes. If good faith negotiations do not resolve the issues raised by the Contractor's notice within fifteen days of such notice, then the Contractor must initiate non-binding mediation with the Town within thirty days of the original notice. Absent written consent to an alternative mediation plan by both parties, non-binding mediation may be initiated by filing for mediation with the American Arbitration Association ("AAA") under the AAA's Construction Industry Mediation Procedures in effect on the Effective Date. The parties shall share the mediator's fee and any filing fees equally. If the Contractor fails to initiate mediation within thirty days of the original notice then (a) the Contractor will be deemed to have agreed to fully resolve the condition or circumstance at the Contractor's own expense and within existing construction schedules and (b) the contractor will be deemed to have waived any claim for additional compensation or time to accommodate the condition or circumstance. Any court litigation will be stayed until the earlier of (a) the date mediation under this paragraph terminates and (b) the 181st day after the notice was given by the Contractor under the preceding paragraph.

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

a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.

c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.

d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

e. Contractor shall have on site at all times an English speaking agent of Contractor who is capable of reading and thoroughly understanding all plans and specifications, who is thoroughly experienced in the type of work being performed, and who will be the point of contact for the Town for non-English speaking on-site personnel of

Contractor. The English speaking on-site agent must have the ability to communicate with and translate to the foreign language of all non-English speaking on-site personnel of Contractor to assure that the ability to communicate vital information is readily available. If the non-English speaking on-site personnel of Contractor are divided into work groups, it shall remain the responsibility of Contractor that an English speaking on-site agent is provided so as to ensure that the ability to communicate vital information is still readily available to all non-English speaking on-site personnel of Contractor.

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

a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this Construction Agreement.

b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this Construction Agreement.

d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this Construction Agreement at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch gears, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its

officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

Each certificate of insurance shall identify this Construction Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the Guaranty Period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

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

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, breaches of contract (including this Construction Agreement), or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Construction Agreement. The Contractor is not obligated to indemnify the Town for the Town's own negligence.

13.00 EVENTS OF AND TERMINATION FOR DEFAULT:

a. The Town may serve written notice upon the Contractor of its intention to terminate this Construction Agreement in the presence of one of the following events of default:

- i. Contractor should fail to initiate the Scope of Work at the agreed upon time;
- ii. The performance of the Scope of Work is being unnecessarily or unreasonably delayed;
- iii. The Scope of Work is not completed within the time specified or within

the time to which completion of the Scope of Work has been extended;

- iv. Contractor should fail to make prompt payments for labor, materials or to subcontractors;
- v. Contractor shall abandon performance of the Scope of Work;
- vi. The Contract or any part thereof has been assigned, transferred or sublet without Town approval;
- vii. Contractor shall become insolvent or adjudged bankrupt;
- viii. Contractor shall refuse to remove materials or perform any work within the Scope of Work as shall have been rejected as defective or unsuitable; or
- ix. Contractor shall otherwise violate this Construction Agreement or disregard laws, ordinances or instructions of the Town.

b. Such written notice shall contain the reasons for the intention to terminate this Construction Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Construction Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Construction Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

14.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION: The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation premiums or benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONSTRUCTION AGREEMENT.

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

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

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

17.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Construction Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Milliken, Colorado.

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

19.00 NOTICE: Any notice required or permitted by this Construction Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town: Town of Milliken
 Attention: Town Administrator
 1101 Broad Street
 Milliken, CO 80543

With copies to: Atten: Matthew T. Gould
 Bell, Gould, Linder & Scott, P.C.
 318 East Oak Street
 Fort Collins, CO 80524

Contractor: Atten: Heath Russo
 Vance Brothers, LLC
 380 West 62nd Avenue
 Denver, CO 80216

With a copy to:

20.00 APPROPRIATIONS:

- a. The amount of money appropriated by the Owner is equal to or in excess of the Contract Price.

b. Notwithstanding any other provision of this Construction Agreement to the contrary, the following is prohibited: The issuance of any contract modification, as defined in section 24-101-301(10), or other form of modification or directive by the Owner requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Construction Agreement to exceed the amount appropriated for the original contract, unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in this Construction Agreement.

c. Notwithstanding any other provision of this Construction Agreement to the contrary, for any form of modification or directive by the Owner requiring additional compensable work to be performed, the Owner must reimburse the Contractor for the Contractor's costs on a periodic basis, as set forth herein, for all additional directed work performed until a modification of this Construction Agreement is finalized. In no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the Owner for the additional compensable work to be performed.

d. The parties understand and acknowledge that the Owner is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Construction Agreement. It is understood and agreed that this Construction Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Construction Agreement to the contrary, all payment obligations of the Owner are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Owner's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Owner payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the laws, rules, regulations, and resolutions of the State of Colorado and the Town of Milliken, and other applicable law. Upon the failure to appropriate such funds, this Construction Agreement shall be terminated.

22.00 ADDITIONAL PROVISIONS: The following additional provisions, if any, are agreed upon and approved by the parties:

a.

SIGNATURE PAGE FOLLOWS

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

TOWN OF MILLIKEN:

☒ Board of Trustees *(for contracts exceeding \$50,000 pursuant to the Town of Milliken Financial Policies)*

ATTEST:

By: _____
Caree Rinebarger, Town Clerk

By: _____
Elizabeth Austin, Mayor

OR

☐ Town Administrator *(for contracts \$50,000 or less pursuant to the Town of Milliken Financial Policies)*

By: _____
Cheryl Powell, Town Administrator

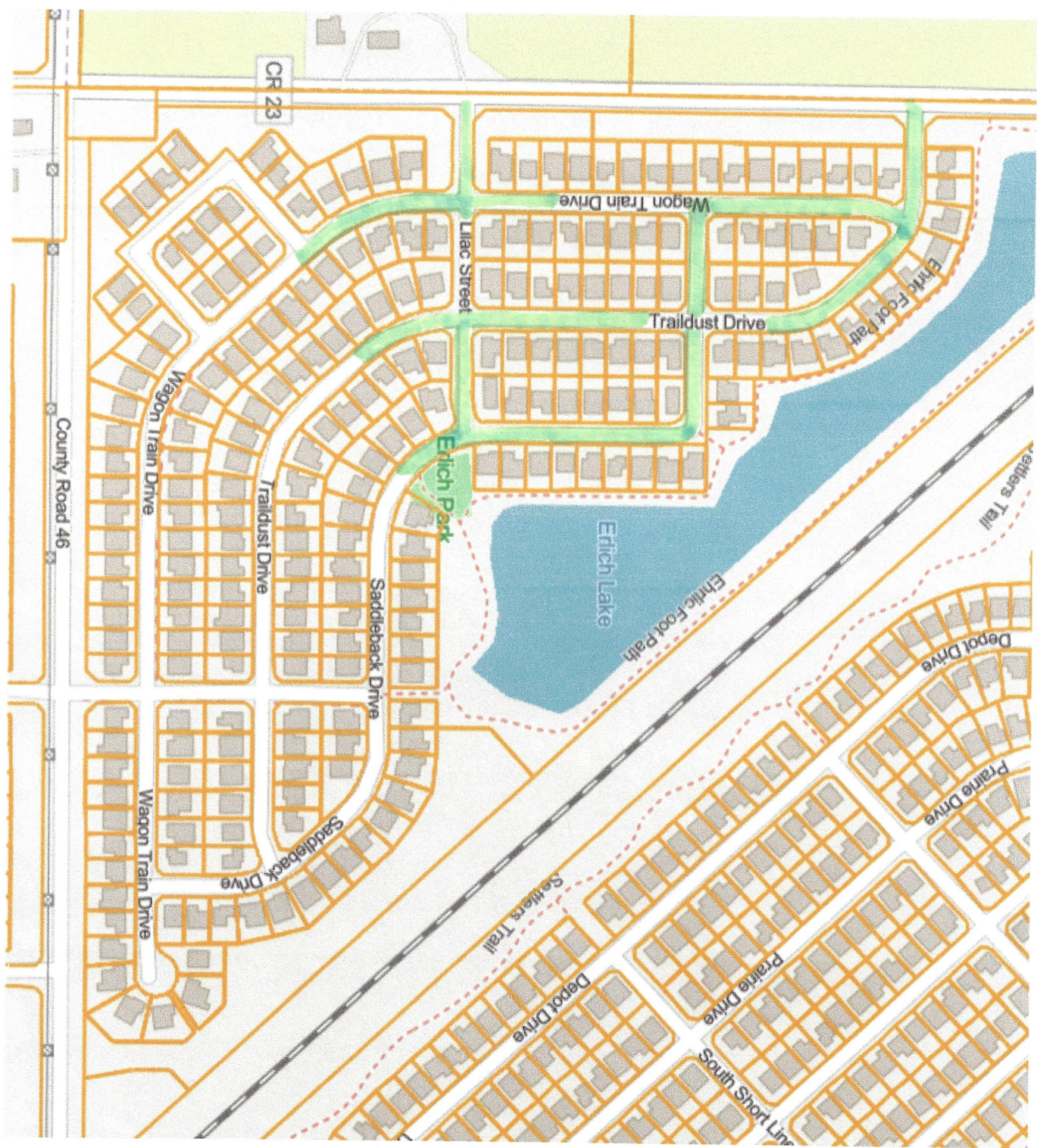
Date of Execution: _____

CONTRACTOR:

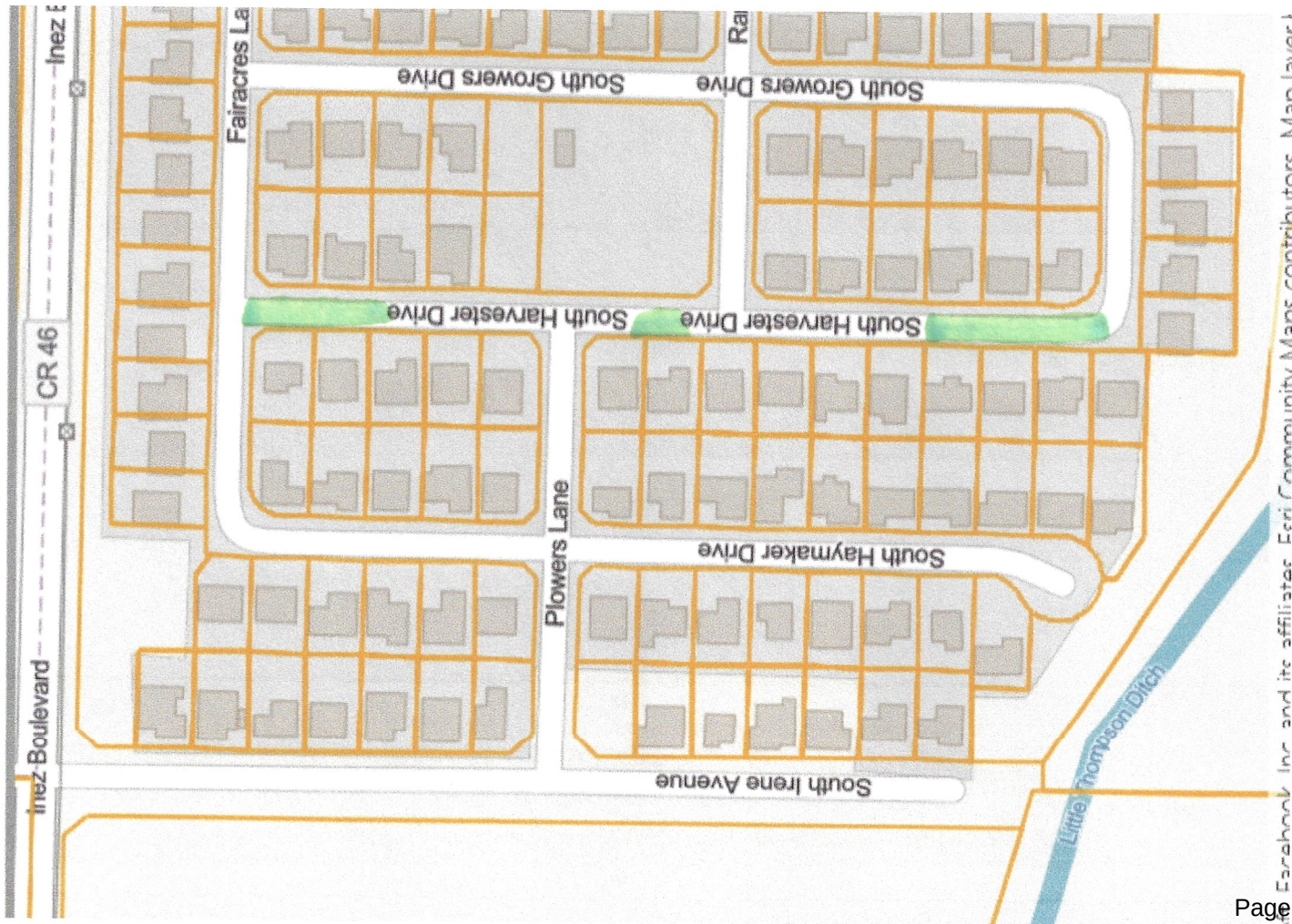
By: _____

Printed Name: _____

Title: _____







CONTRACT DOCUMENTS

FOR

Cape Sealing



ADVERTISEMENT SET

2/13/2026

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SECTION 00400
INVITATION TO BID

Cape Sealing
Town of Milliken, CO.
RFP 02-2026

Sealed Proposals for work as listed below will be received by the **Town of Milliken**, until the time and date specified for each project listed in this notice and will then be publicly opened and read.

Bids will be accepted prior to 2:00 P.M. on Monday, March 16, 2026. Any Contractor mailing a proposal should contact the **Town of Milliken** to verify that the mailed proposal has been received. All Proposals shall be treated in accordance with the requirements of these specifications. Bid opening will be held on Monday, March 16, 2026, at 2:00 P.M.

Proposals shall be submitted to the following address:

Milliken Town Hall
1101 Broad Street
Milliken, CO 80543

This project consists of cape sealing 31,875 SY of roadways.

Each Proposal must be accompanied by a Proposal Guaranty consisting of a properly Certified Check, Cashier's Check or Bid Bond, in the amount of five (5) percent of contractor's bid proposal, without conditions, payable to the **Town of Milliken**. Proposal Guaranties consisting of bid bonds will be retained by the **Town of Milliken**. The Proposal Guaranties consisting of Certified Checks and Cashier's Checks, accompanying the three lowest Proposals may be held until the contract is awarded, provided the time from bid opening to contract award does not exceed thirty days. The Certified Checks and Cashier's Checks accompanying the other Proposals will be returned promptly after the opening and verification of the Proposals.

Each Proposal must contain a unit bid price for each item shown in the bidding schedule. Each proposal must also include all other required forms completed in full. Failure to include unit bid prices or all required forms may be cause for rejection.

The Proposal and Proposal Guaranty must be placed in one envelope (separate for each project bid) securely sealed therein and labeled, unless submitted electronically:

FIRM'S NAME
PROPOSAL FOR THE
Cape Sealing
RFP 02-2026

The **Town of Milliken** reserves the right to reject any or all Proposals.

Please direct questions on bidding procedures and technical questions about the project work to Jon Rabas, Streets Director, at JRabas@millikenco.gov.

Cape Sealing
RFP 02-2026

SECTION 00500

**TOWN OF MILLIKEN, COLORADO
CONSTRUCTION AGREEMENT
Project Number 02-2026 ("Cape Sealing Project")**

This Construction Agreement ("Construction Agreement") is made and entered into by and between the TOWN OF MILLIKEN, COLORADO, a municipal corporation of the State of Colorado, with offices at 1101 Broad Street, Milliken, Colorado 80543 (the "**Town**" or "**Owner**"), and Vance Brothers, LLC, whose address is 380 West 62nd Avenue, Dener, Colorado 80216 (the "**Contractor**").

WITNESSETH

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

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

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

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

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Construction Agreement as described in detail in the Contract Documents ("Work" or "Scope of Work"). In addition, the Contractor shall provide and perform all necessary labor in accordance with the standards set forth in section 6.00 and in accordance with the conditions and prices stated in the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner's official award of this Construction Agreement to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof. The Contractor warrants that it will ensure that all lower tier contractors and material suppliers, including without limitation subcontractors and sub-subcontractors, will be obligated to comply with the terms of this Construction Agreement as it relates to their own contractual obligations.

2.00 THE CONTRACT DOCUMENTS: This Construction Agreement incorporates all the other Contract Documents, to the extent they exist, which together with this Construction Agreement represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. To the extent there is any conflict between this Construction Agreement and any of the other Contract Documents, the terms of this Construction Agreement shall prevail; provided however that as to any design or specification issues, to the extent such exist, the Design Documents, Specifications, volumes of the Milliken Design Criteria and Construction

Specifications (if checked below), and any pertinent Change Orders and agreements under section 7.00 shall control over the other Contract Documents. The Contract Documents consist of this Construction Agreement and, to the extent they exist or (where noted) are hereafter created, the following documents:

1. Invitation for Bid
2. Request for Proposals and Instructions to Bidders
3. Contractor's Bid
4. Performance Bond
5. Payment Bond
6. Notice of Award
7. Advertisement Set
8. Bid Bond
9. General Conditions
10. Special Provisions
11. Design Documents
12. Specifications
13. The following volumes of the Milliken Design Criteria and Construction Specifications if the box is checked (available via the URL indicated):
 - ☐ Volume I (Water and Sewer Utilities) (<https://co-milliken.civicplus.com/DocumentCenter/View/368>)
 - ☐ Volume II (Storm Drainage) (<https://co-milliken.civicplus.com/DocumentCenter/View/367>)
 - ☒ Volume III (Streets) (<https://co-milliken.civicplus.com/DocumentCenter/View/365>)
14. Notice to Proceed (when hereafter created)
15. Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Construction Agreement (when hereafter created)
16. Other:

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Construction Agreement shall commence as of the date the Agreement is fully executed by both parties ("Effective Date") and shall continue through August 31, 2026 or until the Scope of Work is completed.

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

☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$100.00 per day** for each day after the contract time frame expires.

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

If either of the above boxes is checked, (a) the parties intend the amount specified to be "liquidated damages" and not a

penalty and (b) it is agreed that as of the Effective Date (i) it is difficult to ascertain the amount of actual damages that will result from the delay and (ii) the amount specified is a reasonable estimate of the presumed actual damages that the delay would cause. Such liquidated damages for delay are in addition to any other damages that may be owed for any other breach besides delay.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Construction Agreement, and the Contractor will accept as full compensation therefore the sum of:

(Written) One hundred eighty-seven thousand, one hundred six and twenty five cents

DOLLARS (\$187,106.25.) subject to adjustment as provided by the Contract Documents (“Contract Price”).

a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Construction Agreement and the delivery of all improvements embraced in this Construction Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Construction Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town’s interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

b. By the 5th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold five percent (5%) of payments to Contractor.

6.00 ACCEPTANCE, FINAL PAYMENT, AND WARRANTY: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 38-26-107.

Contractor warrants to Owner that all construction and related services provided hereunder shall be performed in a first-class and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of this Construction Agreement, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements.

If this Construction Agreement obligates the Contractor to provide design or engineering services, then the Contractor additionally warrants to the Owner that all such services will, at a minimum, conform to the standard of care required of individuals providing similar design or engineering services who are properly trained and experienced and, if applicable, certified or credentialed. Owner’s review or approval of any plans, specifications, or other design or

engineering documents shall not constitute a waiver by Owner of any of the Contractor's warranties or obligations under this paragraph.

The guaranty period shall be two years from the date of completion and acceptance ("Guaranty Period"). If, within the Guaranty Period any of the Work is found to be not in accordance with the requirements of this Construction Agreement, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, which shall be within the discretion of the Owner to give. This obligation shall survive termination of the Construction Agreement. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to any obligations owed by the Contractor under this Construction Agreement. Establishment of the Guaranty Period relates only to the specific obligation of the Contractor to correct the Work if notified to do so and has no relationship to the time within which the obligation to comply with the Contract Documents may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations. Correction of the Work by the Contractor shall not bar the Owner from seeking damages resulting from any breach of this Construction Agreement.

7.00 MODIFICATIONS AND AMENDMENTS: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

If in the course of performing the Work the Contractor encounters or becomes aware of any condition or circumstance of any kind that could delay the Work or increase the cost of the Work, the Contractor shall immediately give written notice to the Town of such condition or circumstance. If the Contractor fails to give such notice to the Town within three business days of first encountering or becoming aware of such condition or circumstance, then (a) the Contractor will be deemed to have agreed to fully resolve the condition or circumstance at the Contractor's own expense and within existing construction schedules and (b) the contractor will be deemed to have waived any claim for additional compensation or time to accommodate the condition or circumstance. Any notice given by the Contractor under this paragraph will include the Contractor's best estimate of the cost and delay impact of the condition or circumstance upon which the notice is based.

If any notice is given by the Contractor under the preceding paragraph, the parties will endeavor to resolve the matter by good faith negotiations. Absent an express, written directive to the contrary given by the Town to the Contractor, the Contractor must continue to perform the Work during such negotiations and any subsequent dispute resolution processes. If good faith negotiations do not resolve the issues raised by the Contractor's notice within fifteen days of such notice, then the Contractor must initiate non-binding mediation with the Town within thirty days of the original notice. Absent written consent to an alternative mediation plan by both parties, non-binding mediation may be initiated by filing for mediation with the American Arbitration Association ("AAA") under the AAA's Construction Industry Mediation Procedures in effect on the Effective Date. The parties shall share the mediator's fee and any filing fees equally. If the Contractor fails to initiate mediation within thirty days of the original notice then (a) the Contractor will be deemed to have agreed to fully resolve the condition or circumstance at the Contractor's own expense and within existing construction schedules and (b) the contractor will be deemed to have waived any claim for additional compensation or time to accommodate the condition or circumstance. Any court litigation will be stayed until the earlier of (a) the date mediation under this paragraph terminates and (b) the 181st day after the notice was given by the Contractor under the preceding paragraph.

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

a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.

c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.

d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

e. Contractor shall have on site at all times an English speaking agent of Contractor who is capable of reading and thoroughly understanding all plans and specifications, who is thoroughly experienced in the type of work being performed, and who will be the point of contact for the Town for non-English speaking on-site personnel of Contractor. The English speaking on-site agent must have the ability to communicate with and translate to the foreign language of all non-English speaking on-site personnel of Contractor to assure that the ability to communicate vital information is readily available. If the non-English speaking on-site personnel of Contractor are divided into work groups, it shall remain the responsibility of Contractor that an English speaking on-site agent is provided so as to ensure that the ability to communicate vital information is still readily available to all non-English speaking on-site personnel of Contractor.

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

a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this Construction Agreement.

b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and

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

d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this Construction Agreement at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch gears, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).

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

Each certificate of insurance shall identify this Construction Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the Guaranty Period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

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

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents (“Indemnitees”) harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, breaches of contract (including this Construction Agreement), or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Construction Agreement. The Contractor is not obligated to indemnify the Town for the Town's own negligence.

13.00 EVENTS OF AND TERMINATION FOR DEFAULT:

a. The Town may serve written notice upon the Contractor of its intention to terminate this Construction Agreement in the presence of one of the following events of default:

- i. Contractor should fail to initiate the Scope of Work at the agreed upon time;
- ii. The performance of the Scope of Work is being unnecessarily or unreasonably delayed;
- iii. The Scope of Work is not completed within the time specified or within the time to which completion of the Scope of Work has been extended;
- iv. Contractor should fail to make prompt payments for labor, materials or to subcontractors;
- v. Contractor shall abandon performance of the Scope of Work;
- vi. The Contract or any part thereof has been assigned, transferred or sublet without Town approval;
- vii. Contractor shall become insolvent or adjudged bankrupt;
- viii. Contractor shall refuse to remove materials or perform any work within the Scope of Work as shall have been rejected as defective or unsuitable; or
- ix. Contractor shall otherwise violate this Construction Agreement or disregard laws, ordinances or instructions of the Town.

b. Such written notice shall contain the reasons for the intention to terminate this Construction Agreement and provide a five (5) business day period during which the Contractor may cure the event of

default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Construction Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Construction Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

14.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION: The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation premiums or benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONSTRUCTION AGREEMENT.

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

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

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

17.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Construction Agreement will

perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Milliken, Colorado.

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

19.00 NOTICE: Any notice required or permitted by this Construction Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town:	Town of Milliken Attention: Town Administrator 1101 Broad Street Milliken, CO 80543
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With copies to:	Atten: Matthew T. Gould Bell, Gould, Linder & Scott, P.C. 318 East Oak Street Fort Collins, CO 80524
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Contractor:	Atten: Heath Russo Vance Brothers, LLC 380 West 62 nd Avenue Denver, CO 80216
-------------	---

With a copy to:

20.00 APPROPRIATIONS:

a. The amount of money appropriated by the Owner is equal to or in excess of the Contract Price.

b. Notwithstanding any other provision of this Construction Agreement to the contrary, the following is prohibited: The issuance of any contract modification, as defined in section 24-101-301(10), or other form of modification or directive by the Owner requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Construction Agreement to exceed the amount appropriated for the original contract, unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in this Construction Agreement.

c. Notwithstanding any other provision of this Construction Agreement to the contrary, for any form of modification or directive by the Owner requiring additional compensable work to be performed, the Owner must reimburse the Contractor for the Contractor's costs on a periodic basis, as set forth herein, for all additional directed work performed until a modification of this Construction Agreement is finalized. In no

instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the Owner for the additional compensable work to be performed.

d. The parties understand and acknowledge that the Owner is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Construction Agreement. It is understood and agreed that this Construction Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Construction Agreement to the contrary, all payment obligations of the Owner are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Owner's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Owner payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the laws, rules, regulations, and resolutions of the State of Colorado and the Town of Milliken, and other applicable law. Upon the failure to appropriate such funds, this Construction Agreement shall be terminated.

22.00 ADDITIONAL PROVISIONS: The following additional provisions, if any, are agreed upon and approved by the parties:

a.

SIGNATURE PAGE FOLLOWS

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

TOWN OF MILLIKEN:

☒ Board of Trustees (*for contracts exceeding \$50,000 pursuant to the Town of Milliken Financial Policies*)

ATTEST:

By: _____
Caree Rinebarger, Town Clerk

By: _____
Elizabeth Austin, Mayor

OR

☐ Town Administrator (*for contracts \$50,000 or less pursuant to the Town of Milliken Financial Policies*)

By: _____
Cheryl Powell, Town Administrator

Date of Execution: _____

CONTRACTOR:

By: _____
Printed Name: _____

Title: _____

EXHIBIT A
CONTRACTOR'S FORM OF BID

[See attached document]

SECTION 00501
BID SCHEDULE
Exhibit A

BIDDER INFORMATION

Company Name: _____

Point of Contact: _____

Address: _____

Phone: _____ Email: _____

Signature of Company Representative: _____ Date of Bid: _____

LIST OF ANTICIPATED SUBCONTRACTORS:

Contractor	Anticipated Work
1.	
2.	
3.	
4.	
5.	

BID SUMMARY

BID SCHEDULE TOTAL: \$ _____

Return this sheet stapled to the Bid Schedule on the following page.

BID TABULATION
EXHIBIT A

Cape Seal – Bid Sheet

Milliken, CO.

Contractor Name:

Date: March 16, 2026

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Cape Seal (1/4" Chip)	31,875	SY		

BID SCHEDULE – SUMMARY
Cape Sealing
_____, 2026

TOTAL BID (SCHEDULE): (Written)

_____ Dollars _____

Signature: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

FAX: _____

(SEAL) - if bid is by a Corporation

ATTEST:

Name: _____

(please type)

Title: _____

**SECTION 00510
NOTICE OF AWARD**

March XX, 2026

To:

Project: Cape Sealing

Town of Milliken, Colorado (hereinafter called "the Owner") has considered the bids submitted for work in reference to its Advertisement of Bids.

You are notified that your Bid dated March XX, 2026, for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the work generally described in Section 00400, and the coordination of construction schedules with utility relocations, and all related work. The Contract Price of your contract is \$XXX,XXX.XX.

Four (2) copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award that is by March xx, 2026.

1. You must deliver to the Owner three (3)
2. You must deliver with the executed Agreement, Performance & Payment Bonds and the Certificates of Insurance as specified in the General Conditions.

Within ten days after you comply with those conditions, Owner will return to you one (1) fully signed counterparts of the Agreement with the Contract Documents attached.

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award.

ACCEPTANCE OF AWARD:

BY: _____

TITLE: _____

DATE: _____

**SECTION 00520
NOTICE TO PROCEED**

March XX, 2026

To:

Project: Cape Sealing

You are notified that the Contract Times under the above contract will commence to run on April XX, 2026. In accordance with the Agreement, the date of Substantial Completion for the work is July XX, 2026, and the date of Completion and readiness for final payment is August 1, 2026.

Owner: Town of Milliken

By: Jon Rabas

Title: Streets Director

ACCEPTANCE OF NOTICE:

By: _____

Title: _____

Date: _____

SECTION 00600
BID BOND

See Exhibit B

**SECTION 00601
PERFORMANCE BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(a Corporation) (an Individual) (a Partnership), hereinafter referred to as "the Principal," and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", a corporation authorized to do business in the State of Colorado, are held and firmly bound unto the **Town of Milliken**, 1101 Broad Street, Milliken Colorado 80543, a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of _____ **Dollars (\$xxx,xxx.xx)**, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Construction Agreement with the Owner, dated the ____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the performance of Town of Milliken project, **Cape Sealing**.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Construction Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety, and if the Principal shall satisfy all claims and demands incurred under such Contract Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work to be performed there under or the specifications accompanying the same shall in anyway affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this ____ day of _____, 2026.

PRINCIPAL: Contractor

In Presence Of:

By: _____

(Title)

(Corporate Seal)

(Address)

OTHER PARTNERS:

In Presence Of:

By: _____

By: _____

By: _____

SURETY:

In Presence Of:

(Surety Seal)

By: _____
Attorney-in-Fact

(Address)

Note: Date of Bond must not be prior to date of Construction Agreement. If Contractor is Partnership, all partners should execute Bond.

**SECTION 00602
PAYMENT BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

Contractor
Address
Address

(a Corporation) (an Individual) (a Partnership), hereinafter referred to as "the Principal," and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", a corporation authorized to do business in the State of Colorado, are held and firmly bound unto the **Town of Milliken**, 1101 Broad Street, Milliken Colorado 80543 a Municipal Corporation, hereinafter referred to as "the Owner," in the penal sum of _____ (**\$xxx,xxx.xx**), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Construction Agreement with the Owner, dated the ____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the performance of Town of Milliken project, **Cape Sealing**.

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Construction Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Agreement or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this ____ day of _____, 2026.

PRINCIPAL: Contractor

In Presence Of:

By: _____

(Title)

(Corporate Seal)

(Address)

Cape Sealing
RFP 02-2026

OTHER PARTNERS:

In Presence Of:

By: _____

By: _____

By: _____

SURETY:

In Presence Of:

(Surety Seal)

By: _____

Attorney-in-Fact

(Address)

Note: Date of Bond must not be prior to date of Construction Agreement. If Contractor is Partnership, all partners should execute Bond.

SECTION 00603
CERTIFICATE OF INSURANCE

Insert Certificates of Insurance here.

SECTION 00606
NOTICE OF SUBSTANTIAL COMPLETION

TO: Contractor
Address
Address

PROJECT: Cape Sealing

CONTRACT DATE: _____, 2026

Project or designated portion shall include:

The work performed under this contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents. A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Engineer is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

The Contractor will complete or correct the Work on the list of items attached hereto within ____ days from the above Date of Substantial Completion.

Contractor

By

Date

Title

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at **12:00 pm** on _____, **2026**.

By

Date

Title

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note-Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any).

Cape Sealing
RFP 02-2026

**SECTION 607
LIEN WAIVER RELEASE
(CONTRACTOR)**

TO: TOWN OF MILLIKEN, COLORADO (OWNER)

FROM: CONTRACTOR (CONTRACTOR)

PROJECT: **Cape Sealing.**

1. The CONTRACTOR acknowledges having received payment, except retainage, from the OWNER for all work, labor, skill, and material furnished, delivered and performed by the CONTRACTOR for the OWNER or for anyone in the construction, design, improvement, alteration, addition or repair of the above described project.
2. In consideration of such payment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the contractor voluntarily waives all rights, claims and liens, including but not limited to, mechanic's liens, Miller Act claims (40 U.S.C.A. 270 a and b), stop notices, equitable liens and labor and material bond rights which the contractor may now or may afterward have, claim or assert for all and any work, labor, skill or materials furnished, delivered or performed for the construction design, improvement, alteration, addition or repair of the above described project, against the OWNER or its officers, agents, employees or assigns, against any fund of or in the possession or control of the OWNER, against the project or against all land and the buildings on and appurtenances to the land improved by the project.
3. The CONTRACTOR affirms that all work, labor and materials, furnished, delivered or performed to or for the construction, design, improvement, alteration, addition or repair of the project were furnished, delivered or performed by the CONTRACTOR or its agents, employees, and servants, or by and through the CONTRACTOR by various sub-contractors or material men or their agents, employees and servants and further affirms the same have been paid in full and have released in full any and all existing or possible future mechanic's liens or rights or claims against the project or any funds in the OWNER'S possession or control concerning the project or against the OWNER or its officers, agents, employees or assigns arising out of the project.
4. The CONTRACTOR agrees to defend and hold harmless the OWNER, on the project against and from any claim hereinafter made by the CONTRACTOR'S subcontractors, material suppliers, employees, servants agents or assigns against the project or against the OWNER or its officers, employees, agents or assigns arising out of the project for all loss, damage and costs, including reasonable attorneys fees, incurred as a result of such claims.
5. The parties acknowledge that the description of the project set forth above constitutes an adequate description of the property and improvements to which this Lien Waiver Release pertains. It is further acknowledged that this Lien Waiver Release is for the benefit of and may be relied upon by the OWNER, on any labor and material bonds for the project.

Signed this _____ day of _____, 2026.

CONTRACTOR

By: _____

Title: _____

ATTEST:

STATE OF _____)

)ss

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2026 by _____.

Witness my hand and official seal.

Notary
My Commission expires: _____ (seal)

**SECTION 00607A
LIEN WAIVER RELEASE
(SUBCONTRACTOR)**

TO: Contractor (CONTRACTOR)

FROM: _____ (SUBCONTRACTOR)

PROJECT: **Cape Sealing**

1. The SUBCONTRACTOR acknowledges having received payment, except retainage, from the CONTRACTOR for all work, labor, skill and material furnished, delivered and performed by the SUBCONTRACTOR for the CONTRACTOR or for anyone in the Construction, design, improvement, alteration, addition or repair of the above-described project.
2. In consideration of such payment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the SUBCONTRACTOR voluntarily waives all rights, claims and liens, including but not limited to, mechanic's liens, Miller Act claims (40 U.S.C.A. 270 a and b), stop notices, equitable liens and labor and material bond rights which the SUBCONTRACTOR may now or may afterward have, claim or assert for all and any work, labor, skill or material furnished, delivered or performed for the construction design, improvement, alteration, addition or repair of the above described project, against the CONTRACTOR or its officers, agents, employees or assigns, against the project or against all land and the buildings on and appurtenances to the land improved by the project.
3. The SUBCONTRACTOR affirms that all work, labor and materials, furnished, delivered or performed to or for the construction, design, improvement, alteration, addition or repair of the project were furnished, delivered or performed by the SUBCONTRACTOR or its agents, employees, and servants, or by and through the SUBCONTRACTOR by various sub-contractors or material suppliers or their agents, employees and servants and further affirms the same have been paid in full and have released in full any and all existing or possible future mechanic's liens or rights or claims against the project or against the CONTRACTOR or its officers, agents, employees or assigns arising out of the project.
4. The SUBCONTRACTOR agrees to defend and hold harmless the CONTRACTOR and Owner on the project against and from any claim hereinafter made by the SUBCONTRACTOR'S subcontractors, material suppliers, employees, servants agents or assigns against the project or against the CONTRACTOR or OWNER lender or Surety or their officers, employees, agents or assigns arising out of the project for all loss, damage and costs, including reasonable attorney fees, incurred as a result of such claims.
5. The parties acknowledge that the description of the project set forth above constitutes an adequate description of the property and improvements to which this Lien Waiver Release pertains. It is further acknowledged that this Lien Waiver Release is for the benefit of and may be relied upon by the CONTRACTOR and OWNER on any labor and material bonds for the project.

Signed this ____ day of _____, 2026.

SUBCONTRACTOR

By: _____

Title: _____

ATTEST:

STATE OF _____)

)ss

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2026 by _____.

Witness my hand and official seal.

Notary

My Commission expires: _____ (seal)

SECTION 00710 CONTRACT DOCUMENTS

00711 General Description.

These General Conditions contain articles that establish the requirements and conditions governing responsibility, policy, and procedures that apply during the construction and warranty period.

00712 Definitions.

Wherever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

1. Agreement.

The "Agreement" refers to Section 00500, Construction Agreement.
2. As approved.

The words "as approved," unless otherwise qualified, shall be understood to be followed by the words "by the Engineer".
3. As shown, and as indicated.

The words "as shown" and "as indicated" shall be understood to be followed by the words "on the drawings".
4. Bidder.

The person or persons, partnership, firm, or corporation submitting a proposal for the work contemplated.
5. Contract Documents.

The "Contract Documents" consist of Division 0 through Division 16.
6. Contractor.

The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the Owner.
7. Days.

Unless otherwise specifically stated, the term "days" will be understood to mean calendar days.
8. Drawings.

The term "drawings" refers to the official plans, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, which show the location, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.
9. Engineer.

An employee of the Owner or an employee of a consultant identified to the Contractor by the Owner. The term "Engineer" means the Engineer or his authorized representative.
10. Notice.

The term "notice" or the requirement to notify, as used in the Contract Documents or applicable State or Federal statutes, shall signify a written communication delivered in person or by certified or registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

11. Or approved equal.

The term "or approved equal" shall be understood to indicate that the "equal" product is the same or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer.

12. Owner.

The Owner is The Town of Milliken.

13. Partial Completion.

"Partial Completion" shall be that degree of completion of the project or a defined portion of the project, sufficient to provide the Owner, at his discretion, the full-time use of the project or defined portion of the project for the purposes for which it was intended.

14. Provide.

The term "provide" shall be understood to mean "provide complete in-place", that is, "furnish and install".

15. Specifications.

The term "specifications" refers to the terms, provisions, and requirements contained in Divisions 1 through 16. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.

16. Work.

The word "work" within these Contract Documents shall include all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Agreement, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system, structure or improvement.

00713 Intent of Contract Documents.

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to include all work (except specific items to be furnished by the Owner) necessary for completion of the Agreement. Materials or work described in words which so applied have a well-known technical and trade meaning and shall be held to refer to such recognized standards. These documents are intended to produce a quality product for the Owner. Most provisions contained herein are subject to review and modification by the Engineer, either at his own desire or at the request of the Contractor. All such modifications shall be made in accordance with Section 00820.

00714 Discrepancies and Omissions.

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, within a reasonable time.

SECTION 00720 THE ENGINEER

00721 Authority.

The Engineer shall be the Owner's representative during the construction period. His authority and responsibility shall be limited to the provisions set forth in these Contract Documents. The Engineer shall have the authority to reject work and materials whenever such rejection may be necessary to insure execution of the Agreement in accordance with the intent of the Contract Documents.

The Engineer will, in writing, stop the work, wholly or in part, when the Contractor fails to correct conditions unsafe for the workmen or the general public; for failure to carry out Contract provisions; or for failure to carry out orders. If a portion of the work is not being completed within the time frames required by the Contract, the Engineer may stop any or all work affected by such non-completion until the work is being completed as required by the Contract. The contract time will not be suspended when the Engineer stops the work.

The Engineer will, in writing, suspend the work, wholly or in part, for periods of unsuitable weather; for conditions unsuitable for the prosecution of work, or for any other condition or reason determined to be in the public interest. The contract time will be suspended when the Engineer suspends the work.

00722 Duties and Responsibilities.

The Engineer will make periodic visits to the site of the project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He shall not be required to make comprehensive or continuous inspections to check quality or quantity of the work; and he shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract Documents.

The Engineer will make decisions on all claims of the Owner or the Contractor arising from interpretation or execution of the Contract Documents. Such decision shall be necessary before the Contractor can receive additional money. Changes in the work ordered by the Engineer will be made in compliance with Section 00820.

One or more inspectors may be assigned to observe the work and to act in matters of construction under this Agreement. It is understood that such inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of his obligations to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract Documents.

00723 Communications.

All significant instructions and/or approvals from the Engineer shall be in writing. Changes made on any other basis will be at the Contractor's risk and in no way alter the Contractor's obligation to complete the work.

SECTION 00730 THE OWNER

The Owner is the Town of Milliken, Colorado, a Municipal Corporation in the State of Colorado, with offices at 1101 Broad Street, Milliken Colorado 80543

SECTION 00740 THE CONTRACTOR

00741 The Contractor, an Independent Agent.

The Contractor shall perform all work under this Agreement as an independent agent and shall not be considered an agent of the Owner, nor shall the Contractor's subcontractors or employees be subagents of the Owner.

00742 License and Business.

The Contractor shall hold, in the Contractor's name, all necessary licenses to perform the work, and shall have full authority to do business in the State of Colorado. The Contractor shall have a designated place of business that is staffed during all business hours for making and accepting communications with or from the Owner and/or Engineer.

The address and telephone number of the Contractor shall be maintained with the Owner and Engineer throughout the contract period and warranty period.

00743 Superintendence.

Keep competent supervisory personnel on the work during its progress. Designate before starting work an authorized representative who shall have complete authority to represent and to act for the Contractor. Provide efficient supervision to the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work.

The authorized representative shall have a mobile or cellular phone with message recording capabilities.

00744 Employees.

Employ only competent, skillful workers to do the work; and whenever any person shall appear to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the work.

00745 Assignment.

Do not assign the Agreement or sublet it as a whole, without the consent of the Owner, nor assign any monies due or to become due to him hereunder without the previous written consent of the Owner.

SECTION 00750 SUBCONTRACTING

Within fifteen (15) days after the Notice of Award, submit to the Engineer the names of all subcontractors proposed for the work, including the names of any subcontractors that were submitted with the proposal. The Contractor shall not employ any subcontractors that the Engineer may object to as lacking capability to properly perform work of the type and scope anticipated. The Contractor shall not employ as a subcontractor any person or persons, partnership, firm or corporation which has been removed from consideration for award of contracts by the Owner.

The Contractor agrees that he is as 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. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

SECTION 00760 OTHER CONTRACTS

The Owner reserves the right to let other contracts in connection to the work. Work by others is further defined in Section 01012.

The Contractor shall afford other 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.

If any part of the work under this Agreement depends on the prior acceptable completion of work by others under separate agreements, the Contractor shall inspect and promptly report to the Engineer any defect in such work that would adversely affect the satisfactory completion of the work under this Agreement. The Contractor's failure to so inspect and report shall constitute acceptance of the work by others as being suitable for the proper reception and completion of the work under this Agreement, excluding, however, those defects in the work by others that occur after the satisfactory completion of the work specified hereunder.

SECTION 00770 MISCELLANEOUS PROVISIONS

00771 Emergencies.

In case of an emergency that threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Engineer, as the situation may warrant. The Contractor shall notify the Engineer thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to time and expense, shall be submitted to the Owner through the Engineer and the amount of compensation, if any, shall be determined by Change Order.

00772 Taxes and Charges.

Withhold and pay any and all withholding taxes, whether State or Federal, pay all Social Security charges, all state unemployment compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are required to be paid or withheld under any laws.

00773 Sales and Use Tax Certificates.

The amount of the proposal shall not include Colorado State sales tax. Effective July 1, 1979, House Bill No. 1451 requires a contractor or subcontractor to apply for a "Certificate of Exemption" on sales tax for materials permanently incorporated in the construction work for exempt entities.

Applications may be obtained from and returned to: State of Colorado, Department of Revenue, State Capitol Annex, 1375 Sherman Street, Denver, Colorado, 80261.

00774 Royalties and Patents.

Pay all royalty and license fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and the Engineer harmless from loss on account thereof.

00775 Access to Work.

The Owner, Engineer and authorized government agents shall be provided safe access to review and inspect the work as is further defined in Section 01420.

00776 Drawings and Specifications.

Maintain Contract Documents at the construction site as further defined in Sections 01203 and 01720. Shop drawings, product approval and material inspection shall be handled as defined in Sections 01100, 01340, and 01420.

00777 Surveys.

Lines, grades, and all other surveys shall be provided by the Contractor.

00778 Land and Rights-of-Way.

The Owner will obtain all land and rights-of-way necessary for the completion of the work to be performed under the contract. The Contractor shall provide, at his own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

00779 Arbitration.

Alternative Dispute Resolution. In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted or under the auspices of a recognized established mediation service within the state of Colorado. Such arbitration shall be conducted within 60 days following either party's written request therefor. If such dispute or claim is not settled through arbitration, then either party may initiate a civil action in the District Court for Weld County. In either event, the prevailing party shall be awarded attorney fees and costs.

SECTION 00780 CONTRACT TIME

00781 Prosecution of the Work.

It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are the essence of this Agreement. The work shall be prosecuted at such time, and in or on such part or parts of the project as may be required, to complete the project during the time specified in the Agreement and the approved construction schedule. See Section 01310 for scheduling requirements.

The Contractor's tools and equipment used on the work shall be furnished in sufficient quantity and of a capacity and type that will safely perform the work specified without delay in the progress of the work.

00782 Delays and Extension of Time.

If the Contractor is delayed in the progress of the work by any act or neglect of the Owner or the Engineer, or by any separate Contractor employed by the Owner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the Contractor will be eligible for a time extension.

No extension of time will be granted to the Contractor for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Agreement; nor will extension of time be granted for delays to parts of work that are not located on the critical path for scheduling the work.

Delays in delivery of equipment or material purchased by the Contractor or his subcontractors (including Owner-selected equipment) shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

00783 Claim for Delay.

If the Contractor intends to file a claim for additional time or compensation for a delay caused by the Owner, he shall file a Notice of Claim with the Owner within seven (7) days of the beginning of the occurrence. The Notice of Claim shall state the circumstances, justification, and the reasons for the claim. Changes as a result of any claim shall be made by Change Order. See Section 01153.

Within a reasonable period after the Contractor submits to the Owner a request for an extension of time, the Engineer will present his written opinion to the Owner as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The Owner will make the final decision on all requests for extension of time.

00784 Liquidated Damages.

Time is of the essence in terms of the completion of the work or any part thereof, in the time agreed upon or within such extra time as may have been allowed for delays by extensions granted. It is specifically recognized by and between the parties hereto that the Town will suffer certain unspecified damages in the event the project is not completed within the time set forth above. In recognition of the difficulty of ascertaining the actual damages to be sustained by the Town, the parties agree that the assessment of liquidated damages shall be appropriate. In the event the project is not completed within the specified time, there shall be assessed against the Contractor, and the Contractor hereby authorizes the Town to retain from any monies due the Contractor, the sum specified in the Construction Agreement.

SECTION 00790 PAYMENT

00791 Measurements of Progress for Partial Payment.

The Owner will make progress payments for the work included in the Contract based upon the percentage completion of the quantities actually installed for each work item of the contract. Preparation, submittal and approval of progress payments is defined in the General Conditions. The Owner shall retain ten percent (10%) of the amount of each progress payment. The withheld percentage of the contract price shall be retained until the contract is completed satisfactorily and finally accepted by the owner. If the engineer finds that satisfactory progress is being made in all phases of the contract, he may, upon written request by the contractor, authorize payment from the withheld percentage. Before such payment is made, he shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work. See Section 01152.

00792 Completion and Acceptance.

Notify the Engineer when the work is complete. The Engineer and the Owner will inspect the work as further described in Sections 01400 and 01660. If the inspection shows the work to be complete or a designated portion thereof, the Engineer will issue a Certificate of Substantial Completion.

00793 Final Payment.

The Contractor will provide to the Owner a Lien Claim Release (Section 00607). After receipt of the Certificates and if no other liens or claims are received within fifteen (15) days after the first publication, the Owner shall pay to the Contractor within fifteen (15) days thereafter the amount earned less all partial payments. Nothing herein shall be construed as relieving the Contractor and the Surety on the Contractor's Performance and Payment Bond from any claim or claims in connection with the execution of the Agreement.

00794 Acceptance of Final Payment.

The acceptance by the Contractor of the final payment shall release the Owner and the Engineer from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the Owner and others relating to or arising out of the work.

00795 Claims.

In any case where the Contractor deems additional compensation is due him for work or materials not clearly covered in the Agreement or not ordered by the Engineer according to Section 01153, the Contractor shall file with the Engineer a notice of his intention to make claim for such compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action promptly taken. If such notification is not given or the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost as aforesaid shall not in any way be construed as proving the validity of the claim. Claims for additional compensation shall be made in itemized detail and submitted to the Engineer within thirty (30) days following completion of that portion of the work for which the Contractor bases his claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Section 01152 and/or Section 01153.

SECTION 00800 PROTECTION OF PERSONS, WORK AND PROPERTY

00801 Persons.

The Contractor shall be solely responsible for conditions of the job site with respect to the safety and welfare of employees and the public. Such safety shall include, but not be limited to, adherence to all laws, rules and regulations as is further described in Section 01060.

00802 Work and Property.

Safely guard at all times the Owner's property from injury or loss in connection with the work. At all times safely guard and protect from damage the work and adjacent property (as provided by law and the Contract Documents), including underground utilities. All passageways, guard fences, lights, and other facilities required for protection by State or municipal laws and regulations and local conditions, must be provided and maintained.

Protect the work and materials from damage due to the nature of the work, the elements, carelessness of other Contractors, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

00803 Indemnity.

The Contractor agrees to indemnify and hold harmless Owner, its officers, employees, insurers, and self-insurance pool, 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 Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or which arise out of any workmen's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The 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 Contractor. The 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.

In any and all claims against the Owner, the Engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Contractor under this Section shall not extend to the liability of the Engineer and his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

SECTION 00810 INSURANCE AND LIABILITY

00811 General.

Provide from insurance companies, acceptable to the Owner, the insurance coverage designated hereinafter and pay all costs. The Contractor also indemnifies the Owner as further described in Section 00803.

Before commencing work under this Agreement, furnish the Owner with certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this Certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

In case of the breach of any provision of this Section, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

00812 Contractor and Subcontractor.

Do not commence work under this Agreement until all the insurance required hereunder and such insurance has been reviewed by the Owner and insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

00813 Compensation and Employer's Liability.

Maintain during the life of this Agreement the statutory Workmen's Compensation, in addition, Employer's Liability Insurance in an amount not less than \$500,000 for each occurrence, for all of his employees to be engaged in work on the project under this Agreement and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

00814 General Liability.

Maintain during the life of this Agreement such general liability and automobile liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of the work under this Agreement. Coverage for property damage shall be on a "broad form" basis. Amount of insurance to be provided shall be not less than \$1,000,000 combined single limits for bodily injury and property damage.

In the event any work under this Agreement is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

The Owner, the Engineer, and the Colorado Department of Transportation, their officers, agents, and employees shall be named as additional insureds on the Contractor's and any subcontractor's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

00816 Coverage for Special Conditions.

When the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements that the said authority may require for the protection of the authority, its officers, agents, and employees.

SECTION 00820 CHANGES IN THE WORK

The Owner, without invalidating the Agreement, may order changes in the work within the general scope of the Agreement by altering, adding to, or deducting from the work, the price and time being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement, except as specifically adjusted at the time of ordering such change. Additions or deletions of twenty five percent (25%) or less to any particular item(s) as shown on the bid schedule shall not affect the Unit Price of such item(s). See Sections 01058 and 01153 for details.

If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated profits.

SECTION 00830 INSPECTION, UNCOVERING, CORRECTION, AND WARRANTY

00831 Examination of Work.

The Contractor shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters that can in any way affect the work under this Agreement. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Agreement. The Contractor warrants that no verbal agreement or conversation with any officer, agent, or employee of the Owner, or with the Engineer either before or after the execution of this Agreement, has affected or modified any of the terms or obligations herein contained. The Contractor shall also make his own appraisal of surface topography and subsurface conditions as they pertain to the work. Any boring logs and any topographic maps included shall be considered either the best available data and/or suitable data for design and estimation of project costs. The Owner will provide in the office of the Engineer any supplementary data as is requested and is in his possession for the Contractor's interpretation.

00832 Testing and Inspection.

The Contractor shall thoroughly cooperate with the Owner, Engineer and governmental agents by providing notices, tests, and certificates as further defined in Sections 01310 and 01420. The Contractor shall also cooperate with the Owner and Engineer in making re-examinations of the work and correcting defective work as further defined in Sections 01310, 01420 and 01750.

00833 Unnoticed Defects.

Any defective work or material that may be discovered by the Engineer before the final acceptance of work, or before final payment has been made, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

00834 Right to Retain Imperfect Work.

If any part or portion of the work done or material furnished under this Agreement shall prove defective and not in accordance with the plans and specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the owner has the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable.

SECTION 00840 TERMINATION OF THE CONTRACT

Termination, default, and remedies are defined in the Construction Agreement.

01000 DIVISION 1 GENERAL REQUIREMENTS

The contractor shall keep and maintain in Colorado and shall cause its subcontractors and outside consultants to keep and maintain, books, records, accounts, and other documents (hereinafter collectively referred to as "records") that are sufficient to accurately and completely reflect all costs incurred pursuant to this Contract which may be the basis of a Contractor Change Request or a claim by the Contractor. Such records may include the bid estimate, receipts, memoranda, vouchers, and accounts of every kind and nature pertaining to the performance of the Work including, but not limited to, job cost ledgers, invoices from and payments to subcontractors and material men, and records of

home and field office overhead, as well as complete summaries and reports setting forth all reimbursable man-hours expended and payroll records. All records shall be kept for three (3) years from the date of Final Completion in a form and manner satisfactory to the Owner and in accordance with a system of accounting acceptable to the Owner.

The Owner, its representatives, funding agencies and any firm of auditors retained by the Owner shall have access, upon reasonable advance notice in writing, to all such records maintained by the Contractor and its subcontractors and consultants, for the purpose of auditing and verifying Contractors costs or any other costs claimed to be due and payable hereunder. The owner shall have the right to reproduce any such records, and the Contractor and its subcontractors and consultants shall keep and preserve all such records for a period of at least three (3) years from and after final acceptance or termination of the Contract.

The Contractor shall include in all subcontracts, consulting agreements and any other agreements entered into by the Contractor pursuant to the performance of the Work a provision to the effect that its subcontractors, consultants, or other parties shall observe and comply with all the obligations of the Contractor in the same manner and to the same extent as the Contractor.

This section shall not limit the Owners right to audit the Contractors Subcontractors or sub-Subcontractors records for compliance with the requirements of the contract.

SECTION 01010 SUMMARY OF WORK

01011 Work Covered by Contract Documents.

The work to be performed is further described herein. A summary of that work is generally described in Section 00500, the coordination of construction schedules with utility relocations, and all related work, as shown on the drawings and detail sheets.

The Contractor may receive requests from individual property owners to do work outside of this contract, such as drive approaches, etc. If the Contractor chooses to do said work, the Contractor shall be responsible for coordinating with the property owner and the City for all aspects of the work including, but not limited to, costs, schedule, and payment.

01012 Contractor Use of Premises.

The area affected by access, construction activities and storage is to be minimized. Access is further described in Section 01550, Access Roads, and Parking Areas. Use of the premises shall be limited to authorized construction easements.

Storage on the premises of machinery and equipment will be limited to such items as may be necessary for prosecution of that portion of the work underway.

01013 Construction Hours.

Construction hours (except for emergencies) shall be limited to 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized in writing by the Engineer. After hour equipment operation shall be in accordance with Section 01561.

SECTION 01050 FIELD ENGINEERING

NONE

SECTION 01060 REGULATORY REQUIREMENTS

01061 General.

Comply with Federal, State, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations and/or codes concerning minimum wage, nondiscrimination, protection of the public, protection and safety standards for employees, environmental protection, fire protection, obtaining permits, payment of inspection fees and issuance of notices.

All equipment and materials provided under this Agreement shall incorporate all safety devices required by local, State, Federal and national industrial standards, and codes.

01062 OSHA.

The Contractor's attention is particularly directed to the Division of Labor, Safety. Inspection Branch, OSHA, and the Colorado Industrial Commission regulations.

SECTION 01100 ALTERNATES/ALTERNATIVES

01110 Products.

The specification of products herein shall be understood to be representative of a quality of performance, a quality of operation and/or a quality of construction acceptable to the Engineer. Some products are specified to match the Owner's existing equipment. Where this is not the case, the product specification shall be considered as having an "or approved equal" attached to the specification.

The Engineer will evaluate all requests for product substitution. Any such requests of the Engineer shall include detailed product literature, a description of benefits that might be achieved by this substitution and any alteration of price and/or time that will be made as a result of said substitution.

SECTION 01150 MEASUREMENT AND PAYMENT

01151 Unit Prices.

All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done, and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts thereof.

All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices bid for the various items of Work.

01152 Applications for Payment.

A. Partial Payments.

The Contractor will make a measurement of the work effective the last Friday of each month. This measurement will include such unit price items as furnished and installed complete and in accordance with these Contract

Documents and portions of such lump sum items as might have been furnished, installed, or approved in accordance with the Contract Documents.

The Contractor's measurement and payment submittal will be reviewed by the Engineer within the first seven (7) days of the month. The Owner shall make payment to the Contractor within twenty-five (25) days after his approval of the measurement and payment. If the Engineer cannot approve the measurement and payment estimate, he should return said estimate along with supporting evidence for alteration. The Engineer's judgment in these matters shall be final. Any further differences shall be resolved by Section 01153, Change Order, or by Section 0795.

Nothing contained in this Section shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with the provisions of the Contract Documents. All estimated quantities of work for such partial payments made are subject to review and correction on subsequent estimates. Payment by the Owner and acceptance by the Contractor of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of said work.

B. Final Payment.

Final payment will be made upon issuance of the Certificate of Acceptance as further outlined in Section 00790 of the Contract.

01153 Change Order Procedures.

Alteration of the scope of work to add or delete substantially from unit price items, to add or delete other work, or to change the lump sum or unit prices for the work, shall be made by Change Order.

Payment for Change Orders shall be made by one of the following methods:

Unit Price: Unit prices shall be used where applicable and when the Owner and/or Engineer can negotiate a unit price acceptable to the Contractor and Owner.

Lump Sum: A lump sum price shall be used where applicable and when the Owner and/or Engineer can negotiate a lump sum acceptable to the Contractor and Owner.

Force Account: Force Account Change Orders shall only be used when the Owner and Contractor cannot agree on either the unit price or the lump sum Change Orders. The Contractor shall furnish labor, equipment, and materials to perform force account work as directed by the Engineer in the Change Order. The work shall be prosecuted in a reasonable time and in a reasonable manner.

01154 Change Order Form

CHANGE ORDER NO. _____

PROJECT: Cape Sealing.

CONTRACTOR: _____

DESCRIPTION: _____

In preparing change orders show in order as separate numbered paragraphs the following:

- | | |
|-----------------------------|-----------------------------|
| 1. Reason for change. | 2. Description of change. |
| 3. Change in contract cost. | 4. Change in contract time. |

(Attach additional sheets as required)

ORIGINAL CONTRACT COST _____

TOTAL APPROVED CHANGE ORDERS _____

TOTAL THIS CHANGE ORDER _____

ADJUSTED CONTRACT COST _____

(Assuming all change orders approved)

ACCEPTED BY: _____ DATE: _____

(Contractor's Representative)

ACCEPTED BY: _____ DATE: _____

(Project Manager)

REVIEWED BY: _____ DATE: _____

(Title)

APPROVED BY: _____ DATE: _____

(Title)

cc: Town Clerk
Contractor
Project File
Engineer

NOTE: Signature of Contractor indicates agreement herewith, including any adjustment in contract sum or contract time.

Cape Sealing
RFP 02-2026

SECTION 01200 PROJECT MEETINGS

01201 Preconstruction Conference.

A preconstruction conference will be held to discuss preliminary portions of the work, general construction and constraints, and construction scheduling (See Section 01310). The meeting will be held on-site at a time mutually acceptable to the Contractor and the Engineer.

01202 Progress Meetings.

Occasional and/or periodic meetings will be called by the Engineer to discuss progress of the work, especially when unusual or difficult portions of the work are in progress.

A meeting will be called weekly to facilitate coordination requirements for the project preparation of the measurement and payment estimates.

01203 Jobsite Administration.

A. Copies.

The Owner shall furnish the Contractor with three (3) copies of the Contract Documents free of charge. Additional copies may be obtained on request by paying the actual cost, labor, equipment, and material for reproduction.

These Contract Documents shall not be reused for any other work; all liability is accepted by any party reusing said documents.

B. Safety.

The Contractor is solely responsible for safety and protection of persons and property as outlined further in Section 00800.

First Aid equipment should be kept at the jobsite.

Reports shall be made promptly to the Engineer of any claims, deaths or serious injuries occurring as a result of prosecution of the work.

C. Documents at Site.

Maintain and preserve one copy of the Contract Documents on the jobsite during execution of any portion of the work. Said plans shall be available for review by the Owner, Engineer, or other involved entities' inspection agents.

A record set (as-built drawings) of marked up drawings shall also be maintained on site showing all changes in the construction. See Section 01720 for further details.

SECTION 01300 SUBMITTALS

01310 Construction Schedules.

- A. The work shall be scheduled so as to be completed in accordance with the Notice to Proceed. The Contractor shall provide a working schedule at the time of the Pre-Construction meeting. The Contractor is responsible for providing updates the original schedule at the weekly construction meetings.

01340 Shop Drawings, Product Data and Samples.

A. Approval.

Submit, to the Engineer for his review, three copies of shop drawings as required, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment) required for the construction. Shop drawings must be submitted in sufficient time to allow the Engineer not less than ten (10) regular working days for examining the shop drawings.

These shop drawings must be accurate, distinct, and complete, and shall contain all required information, including satisfactory identification of items, units, and assemblies in relation to the contract drawings and specifications.

Unless otherwise approved by the Engineer, shop drawings shall be submitted only by the Contractor, who shall indicate by a signed stamp on the shop drawings, or other approved means, that he (the Contractor) has checked the shop drawings, and that the work shown is in accordance with Agreement requirements and has been checked for dimensions and relationship with work of all other trades involved. The practice of submitting incomplete or unchecked shop drawings for the Engineer to correct or finish will not be acceptable, and shop drawings which, in the opinion of the Engineer, clearly indicate that they have not been checked by the Contractor will be considered as not complying with the intent of the Contract Documents and will be returned to the Contractor for resubmission in the proper form.

When the shop drawings have been reviewed by the Engineer, two sets of submittals will be returned to the Contractor appropriately marked. If major changes or corrections are necessary, the shop drawing may be rejected, and one set will be returned to the Contractor with such changes or corrections indicated. Correct and resubmit the shop drawings in quadruplicate, unless otherwise directed by the Engineer. Make no changes to resubmitted shop drawings other than those changes indicated by the Engineer, unless such changes are clearly described in a letter accompanying the resubmitted shop drawings.

The review of such shop drawings and catalog cuts by the Engineer shall not relieve the Contractor from responsibility for correctness of dimensions, fabrication details, and space requirements, or for deviations from the contract drawings or specifications, unless the Contractor has called attention to such deviations in the letter accompanying the shop drawings and the Engineer approves the change or deviation.

B. Liability.

In approving equipment for installation in the project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable national, State, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

C. Quality of Materials.

Incorporate only new high-quality materials in the work. Furnish evidence of the type and quality of materials upon request as outlined in Section 01400.

D. Substitutions.

Substitution shall be made in accordance with Section 01100.

E. Submittal Schedule.

No payment will be made for work or for materials-on-hand until all submittals requested by the Engineer and required by these documents have been made.

SECTION 01400 QUALITY CONTROL

01410 Testing and Laboratory Services.

When called for in the Technical Specifications, provide necessary test pieces, labor, testing and reporting.

Provide all required material, process and testing certificates as required for designated materials, processes, products, and equipment. Certifications shall be made at the point of manufacture by a recognized testing laboratory. Submittals shall be made as outlined in Section 01340.

01420 Inspection.

A. Authority.

The Engineer or his agent shall make periodic checks to verify the quality and progress of the work. His responsibility shall be limited as defined in Section 00720.

The Owner, Engineer, and authorized government agents, and their representatives shall at all times be provided safe access to the work wherever it is in preparation or progress; and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access.

If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, give timely notice of its readiness for inspection. Inspections to be conducted by the Engineer will be promptly made.

The Contractor shall be responsible for costs incurred for standby time for testing services due to Contractor delays.

B. Additional Testing.

The Engineer may require additional testing of portions of the work, including materials, products, processes, and equipment. The costs for tests not required elsewhere by these specifications shall be paid by the Owner where such test show compliance with the Contract Documents; otherwise, the costs shall be paid by the Contractor. Additional costs will be computed in accordance with Section 01153. See also Section 00830.

C. Rejected Products, Materials and Equipment.

Any products, materials and equipment condemned or rejected by the Engineer or his authorized inspector because of nonconformity with the Contract Documents shall be removed at once from the vicinity of the work or shall be marked and stored on-site in a location designated by the engineer. The Engineer or his authorized inspector will determine whether the condemned materials and/or equipment are removed from or stored at the construction site.

SECTION 01550 ACCESS ROADS AND PARKING AREAS

01551 Access Roads.

Access shall be established by the Engineer and shall be limited to necessary routes to perform the work.

01552 Parking Areas.

Parking, causing street blockage, must be handled in accordance with Section 01570.

SECTION 01560 TEMPORARY CONTROLS

01561 Noise Control.

Minimize noise at all times near residential areas. All equipment shall be properly muffled. Do not operate noisy equipment after hours; for work hours, see Section 01017. Equipment falling into such a category includes small gasoline motor driven pumps and generators. The Engineer will only approve after hour operation of the quietest means of achieving necessary results in residential areas.

01562 Dust Control.

When construction procedures result in dust that becomes a nuisance to the Owner, private property and/or traffic, control said dust by a means and in a manner agreeable to the Engineer.

01563 Water Control.

Provide such means as is necessary to control flow of water at the work to prevent damage to the Owner's facilities and to facilities owned by ditch companies and private parties. See also Section 00800.

01566 Debris Control.

Continually police the work to prevent collection and scattering of debris uncovered, loosened, or caused by prosecution of the work.

01567 Pollution Control.

Take extreme caution to prevent spilling or littering of water polluting substances. Do not dump any foreign materials into any portion of the sewer and/or storm sewer collection systems. Provide such labor, equipment, and materials as is necessary to remedy any such pollution.

No burning of debris or any other air polluting methods or equipment will be allowed. All motorized equipment shall be adjusted to minimize exhaust pollution. See also Section 00800.

01568 Erosion Control.

Provide such facilities as might be necessary to prevent erosive damage to the Owner's property or to adjacent properties. See also Section 00800.

SECTION 01570 TRAFFIC REGULATION

01571 Traffic Control.

Maintain traffic control in accordance with the "Manual of Uniform Traffic Control Devices" (MUTCD).

01575 Haul Routes.

The Engineer reserves the right to set haul routes in order to protect pavements, both new and old, from heavy loads. These pavements may include, but are not limited to, recently constructed pavements, recently overlaid pavements, and/or pavements whose condition would be significantly damaged by heavy loads.

SECTION 01600 MATERIAL AND EQUIPMENT

01610 Transportation and Handling.

Provide adequate equipment and facilities to transport and handle material and equipment. Further requirements are contained in Section 00800 and Section 01575. Handle all material and equipment in accordance with manufacturer's recommendations.

01620 Storage and Protection.

Provide storage for all equipment and materials sufficiently safe for the risks involved. Further requirements are contained in Section 00800. The storage of materials and equipment shall provide suitable protection from dust, dampness, solar radiation, and temperature limitations. Items stored for which partial payments are requested will be subject to Section 01150.

SECTION 01700 CONTRACT CLOSEOUT

01710 Cleaning and Restoration.

Return the premises and adjacent properties to conditions existing or better than existing at the time the work was begun. This will include providing labor, equipment, and materials for cleaning, repairing, and replacing facilities damaged or soiled during construction. The Engineer will be the judge of the degree of restoration required. For further details regarding protection of persons and property, see Section 00800.

01720 Project Record Documents.

Maintain on the jobsite, and make available to the Engineer upon request, one current marked-up set of the drawings which accurately indicate all approved variations in the completed work that differ from the design information shown on the drawings. Further, these drawings should reflect all underground obstacles encountered.

These record drawings along with any survey records, photographs, and written descriptions of said work as may be required by the Engineer will be submitted prior to project acceptance. See Section 00792 for completion and acceptance.

01750 Bonds.

Provide all repairs or replacements necessitated by defects in materials or workmanship, supplied under the terms of this Agreement, and pay for any damage to other works resulting from such defects for specified items of the work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor shall assume responsibility for similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components.

The Contractor also agrees to hold the Owner harmless from liability of any kind arising from damage due to said defects as further outlined in Section 00800. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work, and the Contractor and his Surety shall be liable for the cost thereof. Any additional requirements for the project relative to correction of defective work after final acceptance are set forth in Section 00830.

SECTION 01800 MISCELLANEOUS REQUIREMENTS

The Contractor shall provide all incidental materials, equipment, and labor to complete this project as bid.

**SECTION 02000
PROJECT SPECIFICATIONS**

The Town of Milliken "Construction Specifications and Design Standards", 2019 (hereafter referred to as the "Standard Specifications") are made a part of this Contract by this reference, except as revised herein, and are hereby adopted as the minimum Standard Specifications of Compliance for this project. In those instances where the Standard Specifications conflict with any of the provisions of the preceding Sections of the Contract Documents, the more stringent specification shall apply.

**SECTION 03000
PROJECT SPECIAL PROVISIONS AND STANDARD SPECIAL PROVISIONS**



12.c.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Jon Rabas , Streets and Facilities Directors
Via: Cheryl Powell, Town Administrator

Meeting Date:
April 8, 2026

Item Category: Agreements

Agenda Title: Consideration and Authorization for the Mayor to sign a Construction Agreement for Mill and Overlay on CR 378 and N. Frances Avenue

Attachments:

1. Mill-Overlay-Construction-Agreement
2. Mill-Overlay-Project-Contract-Documents-2023-002

PURPOSE

Authorization of the Mayor to sign a construction agreement with Western Plains Construction, LLC, for a two-inch mill and overlay on CR 378 and N. Frances Avenue for \$154,144.30.

BACKGROUND

In 2022, a pavement maintenance plan was developed. Mill and Overlay projects are included as part of the Town's annual pavement maintenance program. Both roadway have been designated in the Capital Improvement Program for the past four years.

BUDGET IMPLICATIONS

The funding will come out of the Capital Projects Fund. \$310,000.00 was approved in the 2026 budget process.

STAFF RECOMMENDATIONS

Staff Recommends that the Board authorizes the Mayor to sign a construction agreement with Western Plains Construction, LLC, for a two-inch mill and overlay on CR 378 and N. Frances Avenue.

SUGGESTED MOTION

"I move to authorize the Mayor to sign a construction agreement with Western Plains Construction, LLC, for a two-inch mill and overlay on CR 378 and N. Frances Avenue for \$154,144.30."

**TOWN OF MILLIKEN, COLORADO
CONSTRUCTION AGREEMENT
Project Number 01-2026 ("Mill & Overlay Project")**

This Construction Agreement ("Construction Agreement") is made and entered into by and between the TOWN OF MILLIKEN, COLORADO, a municipal corporation of the State of Colorado, with offices at 1101 Broad Street, Milliken, Colorado 80543 (the "**Town**" or "**Owner**"), and Western Plains Construction, LLC, whose address is 8134 Conifer Road, Dener, Colorado 80221 (the "**Contractor**").

WITNESSETH

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

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

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

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

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Construction Agreement as described in detail in the Contract Documents ("Work" or "Scope of Work"). In addition, the Contractor shall provide and perform all necessary labor in accordance with the standards set forth in section 6.00 and in accordance with the conditions and prices stated in the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner's official award of this Construction Agreement to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof. The Contractor warrants that it will ensure that all lower tier contractors and material suppliers, including without limitation subcontractors and sub-subcontractors, will be obligated to comply with the terms of this Construction Agreement as it relates to their own contractual obligations.

2.00 THE CONTRACT DOCUMENTS: This Construction Agreement incorporates all the other Contract Documents, to the extent they exist, which together with this Construction Agreement represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. To the extent there is any conflict between this Construction Agreement and any of the other Contract Documents, the terms of this Construction Agreement shall prevail; provided however that as to any design or specification issues, to the extent such exist, the Design Documents, Specifications, volumes of the Milliken Design Criteria and Construction Specifications (if checked below), and any pertinent Change Orders and agreements under section 7.00 shall control over the other Contract Documents. The Contract Documents consist of this Construction Agreement and, to the extent they exist or (where noted) are hereafter created, the following documents:

1. Invitation for Bid
2. Request for Proposals and Instructions to Bidders
3. Contractor's Bid
4. Performance Bond
5. Payment Bond
6. Notice of Award
7. Advertisement Set
8. Bid Bond
9. General Conditions
10. Special Provisions
11. Design Documents
12. Specifications
13. The following volumes of the Milliken Design Criteria and Construction Specifications if the box is checked (available via the URL indicated):
 - ☐ Volume I (Water and Sewer Utilities) (<https://co-milliken.civicplus.com/DocumentCenter/View/368>)
 - ☐ Volume II (Storm Drainage) (<https://co-milliken.civicplus.com/DocumentCenter/View/367>)
 - ☒ Volume III (Streets) (<https://co-milliken.civicplus.com/DocumentCenter/View/365>)
14. Notice to Proceed (when hereafter created)
15. Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Construction Agreement (when hereafter created)
16. Other:

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Construction Agreement shall commence as of the date the Agreement is fully executed by both parties ("Effective Date") and shall continue through August 31, 2026 or until the Scope of Work is completed.

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

☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$100.00 per day** for each day after the contract time frame expires.

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

If either of the above boxes is checked, (a) the parties intend the amount specified to be "liquidated damages" and not a penalty and (b) it is agreed that as of the Effective Date (i) it is difficult to ascertain the amount of actual damages that will result from the delay and (ii) the amount specified is a reasonable estimate of the presumed actual damages that the delay would cause. Such liquidated damages for delay are in addition to any other damages that may be owed for any other breach besides delay.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Construction Agreement, and the Contractor will accept as full compensation therefore the sum of:

(Written) One hundred fifty four thousand one hundred forty four and thirty cents DOLLARS (\$154,144.30.) subject to adjustment as provided by the Contract Documents ("Contract Price").

a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Construction Agreement and the delivery of all improvements embraced in this Construction Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Construction Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

b. By the 5th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold five percent (5%) of payments to Contractor.

6.00 ACCEPTANCE, FINAL PAYMENT, AND WARRANTY: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 38-26-107.

Contractor warrants to Owner that all construction and related services provided hereunder shall be performed in a first-class and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of this Construction Agreement, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements.

If this Construction Agreement obligates the Contractor to provide design or engineering services, then the Contractor additionally warrants to the Owner that all such services will, at a minimum, conform to the standard of care required of individuals providing similar design or engineering services who are properly trained and experienced and, if applicable, certified or credentialed. Owner's review or approval of any plans, specifications, or other design or engineering documents shall not constitute a waiver by Owner of any of the Contractor's warranties or obligations under this paragraph.

The guaranty period shall be two years from the date of completion and acceptance ("Guaranty Period"). If, within the Guaranty Period any of the Work is found to be not in accordance with the requirements of this Construction Agreement, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, which shall be within the discretion of the Owner to give. This obligation shall survive termination of the Construction Agreement. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to any obligations owed by the Contractor under this Construction Agreement. Establishment of the Guaranty Period relates only to the specific obligation of the Contractor to correct the Work if notified to do so and has no relationship to the time within which the obligation to comply with the Contract Documents may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations. Correction of the Work by the Contractor shall not

bar the Owner from seeking damages resulting from any breach of this Construction Agreement.

7.00 MODIFICATIONS AND AMENDMENTS: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

If in the course of performing the Work the Contractor encounters or becomes aware of any condition or circumstance of any kind that could delay the Work or increase the cost of the Work, the Contractor shall immediately give written notice to the Town of such condition or circumstance. If the Contractor fails to give such notice to the Town within three business days of first encountering or becoming aware of such condition or circumstance, then (a) the Contractor will be deemed to have agreed to fully resolve the condition or circumstance at the Contractor's own expense and within existing construction schedules and (b) the contractor will be deemed to have waived any claim for additional compensation or time to accommodate the condition or circumstance. Any notice given by the Contractor under this paragraph will include the Contractor's best estimate of the cost and delay impact of the condition or circumstance upon which the notice is based.

If any notice is given by the Contractor under the preceding paragraph, the parties will endeavor to resolve the matter by good faith negotiations. Absent an express, written directive to the contrary given by the Town to the Contractor, the Contractor must continue to perform the Work during such negotiations and any subsequent dispute resolution processes. If good faith negotiations do not resolve the issues raised by the Contractor's notice within fifteen days of such notice, then the Contractor must initiate non-binding mediation with the Town within thirty days of the original notice. Absent written consent to an alternative mediation plan by both parties, non-binding mediation may be initiated by filing for mediation with the American Arbitration Association ("AAA") under the AAA's Construction Industry Mediation Procedures in effect on the Effective Date. The parties shall share the mediator's fee and any filing fees equally. If the Contractor fails to initiate mediation within thirty days of the original notice then (a) the Contractor will be deemed to have agreed to fully resolve the condition or circumstance at the Contractor's own expense and within existing construction schedules and (b) the contractor will be deemed to have waived any claim for additional compensation or time to accommodate the condition or circumstance. Any court litigation will be stayed until the earlier of (a) the date mediation under this paragraph terminates and (b) the 181st day after the notice was given by the Contractor under the preceding paragraph.

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

- a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.
- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
- d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.
- e. Contractor shall have on site at all times an English speaking agent of Contractor who is capable of reading and thoroughly understanding all plans and specifications, who is thoroughly experienced in the type of work being performed, and who will be the point of contact for the Town for non-English speaking on-site personnel of

Contractor. The English speaking on-site agent must have the ability to communicate with and translate to the foreign language of all non-English speaking on-site personnel of Contractor to assure that the ability to communicate vital information is readily available. If the non-English speaking on-site personnel of Contractor are divided into work groups, it shall remain the responsibility of Contractor that an English speaking on-site agent is provided so as to ensure that the ability to communicate vital information is still readily available to all non-English speaking on-site personnel of Contractor.

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

a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this Construction Agreement.

b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this Construction Agreement.

d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this Construction Agreement at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch gears, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its

officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

Each certificate of insurance shall identify this Construction Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the Guaranty Period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

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

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, breaches of contract (including this Construction Agreement), or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Construction Agreement. The Contractor is not obligated to indemnify the Town for the Town's own negligence.

13.00 EVENTS OF AND TERMINATION FOR DEFAULT:

a. The Town may serve written notice upon the Contractor of its intention to terminate this Construction Agreement in the presence of one of the following events of default:

- i. Contractor should fail to initiate the Scope of Work at the agreed upon time;
- ii. The performance of the Scope of Work is being unnecessarily or unreasonably delayed;
- iii. The Scope of Work is not completed within the time specified or within

the time to which completion of the Scope of Work has been extended;

- iv. Contractor should fail to make prompt payments for labor, materials or to subcontractors;
- v. Contractor shall abandon performance of the Scope of Work;
- vi. The Contract or any part thereof has been assigned, transferred or sublet without Town approval;
- vii. Contractor shall become insolvent or adjudged bankrupt;
- viii. Contractor shall refuse to remove materials or perform any work within the Scope of Work as shall have been rejected as defective or unsuitable; or
- ix. Contractor shall otherwise violate this Construction Agreement or disregard laws, ordinances or instructions of the Town.

b. Such written notice shall contain the reasons for the intention to terminate this Construction Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Construction Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Construction Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

14.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION: The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation premiums or benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONSTRUCTION AGREEMENT.

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

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

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

17.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Construction Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Milliken, Colorado.

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

19.00 NOTICE: Any notice required or permitted by this Construction Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town: Town of Milliken
Attention: Town Administrator
1101 Broad Street
Milliken, CO 80543

With copies to: Atten: Matthew T. Gould
Bell, Gould, Linder & Scott, P.C.
318 East Oak Street
Fort Collins, CO 80524

Contractor: Atten: Jesus Gutierrez Miranda
Western Plains Construction, LLC
8134 Conifer Road
Denver, CO 80221

With a copy to:

20.00 APPROPRIATIONS:

- a. The amount of money appropriated by the Owner is equal to or in excess of the Contract Price.

b. Notwithstanding any other provision of this Construction Agreement to the contrary, the following is prohibited: The issuance of any contract modification, as defined in section 24-101-301(10), or other form of modification or directive by the Owner requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Construction Agreement to exceed the amount appropriated for the original contract, unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in this Construction Agreement.

c. Notwithstanding any other provision of this Construction Agreement to the contrary, for any form of modification or directive by the Owner requiring additional compensable work to be performed, the Owner must reimburse the Contractor for the Contractor's costs on a periodic basis, as set forth herein, for all additional directed work performed until a modification of this Construction Agreement is finalized. In no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the Owner for the additional compensable work to be performed.

d. The parties understand and acknowledge that the Owner is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Construction Agreement. It is understood and agreed that this Construction Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Construction Agreement to the contrary, all payment obligations of the Owner are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Owner's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Owner payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the laws, rules, regulations, and resolutions of the State of Colorado and the Town of Milliken, and other applicable law. Upon the failure to appropriate such funds, this Construction Agreement shall be terminated.

22.00 ADDITIONAL PROVISIONS: The following additional provisions, if any, are agreed upon and approved by the parties:

a.

SIGNATURE PAGE FOLLOWS

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

TOWN OF MILLIKEN:

☒ Board of Trustees *(for contracts exceeding \$50,000 pursuant to the Town of Milliken Financial Policies)*

ATTEST:

By: _____
Caree Rinebarger, Town Clerk

By: _____
Elizabeth Austin, Mayor

OR

☐ Town Administrator *(for contracts \$50,000 or less pursuant to the Town of Milliken Financial Policies)*

By: _____
Cheryl Powell, Town Administrator

Date of Execution: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____



**Western Plains Construction, LLC
8134 Conifer Road Denver, CO 80221**

TO: TOWN OF MILLIKEN

1101 Broad Street

Milliken, CO 8054

Project: Mill & Overlay

Project Number: 01-2026

DUE: 03/16/2026 01:00 PM MDT

Mill and Overlay Projects

Contractor Name: Western Plains Construction LLC

DESCRIPTION - CR 378	QUANTIT Y	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS	\$5,000.00	\$5,000.00
Asphalt Cold Mill (2" depth)	8,729	SY	\$1.80	\$15,712.20
Asphalt Overlay (Grading SX 1/2") (PG 64-22)	950	TONS	\$90.00	\$85,500.00
Temporary Pavement Markings	1	LS	\$9,000.00	\$9,000.00
Pavement Marking (4" Double Yellow)	2,455	LS	\$2.60	\$6,383.00
Pavement Marking (4" Single White)	4,910	LS	\$1.35	\$6,628.50
Traffic Control	1	LS	\$5,000.00	\$5,000.00
Erosion Control	1	LS	\$2,500.00	\$2,500.00
Project Total				\$135,723.70

DESCRIPTION - N. FRANCES AVE.	QUANTIT Y	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS	\$2,500.00	\$2,500.00
Asphalt Cold Mill (2" depth)	1,067	SY	\$1.80	\$1,920.60
Asphalt Overlay (Grading SX 1/2") (PG 64-22)	60	TONS	\$100.00	\$6,000.00
Temporary Pavement Markings	1	LS	4,000.00	\$4,000.00
Raise MH (Post Paving)	2	EA	\$500.00	\$500.00
Traffic Control	1	LS	\$2,500.00	\$2,500.00
Erosion Control	1	LS	\$500.00	\$500.00
Project Total				\$18,420.60

**SECTION 00501
BID SCHEDULE**

Exhibit A

BIDDER INFORMATION

Company Name: Western Plains Construction LLC

Point of Contact: Bryan Sanchez

Address: 8134 Conifer Road Denver

Phone: 720-280-2459 Email: bryansanchez@westernplains.net

Signature of Company Representative: Jesus Gutierrez Date of Bid: 3/16/2026

LIST OF ANTICIPATED SUBCONTRACTORS:

Contractor	Anticipated Work
1. Riders Construction	Striping
2.	
3.	
4.	
5.	

BID SUMMARY

BID SCHEDULE TOTAL: \$ 154,144.30

Return this sheet stapled to the Bid Schedule on the following page

BID SCHEDULE – SUMMARY

Mill & Overlay Projects

March 16th, 2026

TOTAL BID (SCHEDULE): (Written)

One Hundred Fifty-Four Thousand One Hundred Forty-Four Dollars Thirty Cents.

Signature: *Jesus Gutierrez* Jesus Gutierrez Miranda
Title: Managing Member
Company: Western Plains Construction LLC
Address: 8134 Conifer Road
Denver CO 80221
Telephone: 720-280-2459
FAX: _____

(SEAL) - if bid is by a Corporation.

ATTEST:

N/A

Name: _____
(please type)

Title: _____

**SECTION 00600
BID BOND**

Bond No. TBD

KNOW ALL MEN BY THESE PRESENTS: that.

(Firm) Western Plains Construction, LLC

(Address) 8134 Conifer Rd. Denver, CO 80221

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal," and

(Firm) Great Midwest Insurance Company

(Address) 800 Gessner Rd., Ste.600, Houston, TX 77024

hereinafter referred to as "the Surety", a corporation authorized to do business in the State of Colorado, are held and firmly bound unto the Town of Milliken, 1101 Broad Street, Milliken Colorado 80543, a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of Five Percent (5%) of the Total Bid Amount in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS BOND are such that whereas the Principal is about to submit a bid or proposal to the Town of Milliken, Colorado (the Owner) to furnish all services, labor, materials, and equipment necessary for the performance of the project known as RFP 01-2026, Mill and Overlay Projects.

NOW, THEREFORE, if the above bound Principal, if he be awarded the contract for the materials and work upon which he bid, shall within the fifteen (15) days of such award enter into a written contract with the Town of Milliken, Colorado (the Owner) in form set out in the Contract Documents for said project and shall furnish bond to be executed by an acceptable surety company, then this bond shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this 16th day of March, 2026.

IN PRESENCE OF:

Diego Villalobos
Diego Villalobos, Member
(CORPORATE SEAL)

IN PRESENCE OF:

IN PRESENCE OF:

William R. Greer
William R. Greer, Attorney-in Fact
(SURETY SEAL)



Principal
Western Plains Construction, LLC

By: Jesus Gutierrez
Jesus Gutierrez Miranda, Managing Member
(Title)

Other Partners _____

By: _____

By: _____

By: _____

Surety
Great Midwest Insurance Company

By: Tim Mitchell
Attorney-in-Fact

865 Willow Lake Drive Franktown, CO 80116-9044
(Address)

Note: Date of Bond must not be prior to date of Construction Agreement. If Contractor is Partnership, all partners should execute Bond.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: William R Greer, Tim Mitchell

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

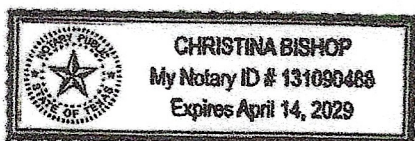


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 16th Day of March 2026



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

SKYWARD

SPECIALTY INSURANCE

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

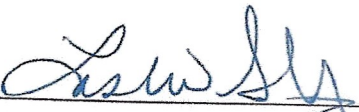
Great Midwest Insurance Company ("GMIC") deems the digital or electronic image of GMIC's corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective January 1, 2022.

Great Midwest Insurance Company



By: 
Name & Title Leslie Shaunty, General Counsel





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2026

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
Western Plains Construction
8134 Conifer Rd.
Denver CO 80221

WESTPLA-03

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Selective Ins. Co. of America

12572

INSURER B: Pinnacle Assurance

41190

INSURER C:**INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** 1995862642**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	S 2502740	6/9/2025	4/1/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	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		\$
EACH OCCURRENCE	\$ 1,000,000																				
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	\$																				
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	S 2502740	6/9/2025	4/1/2026	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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PROPERTY DAMAGE (Per accident)	\$																				
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A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☒ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y		S 2502740	6/9/2025	4/1/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$								
EACH OCCURRENCE	\$ 1,000,000																				
AGGREGATE	\$ 1,000,000																				
	\$																				
B	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 ☒ N N/A		Y	4243303	4/1/2025	4/1/2026	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ 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						
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A	Leased & Rented Equipment			S 2502740	6/9/2025	4/1/2026	<table><tr><td>Limit Deductible</td><td>100,000 1,000</td></tr></table>	Limit Deductible	100,000 1,000												
Limit Deductible	100,000 1,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**



Western Plains Construction LLC
8134 Conifer Road Denver CO 80221

References:

- City of Boulder: Asphalt Maintenance. **(\$500,000 - \$1,000,000)**
 - Sundore Laplant - 303.263.2839 or LaplantS@bouldercolorado.gov
- Town of Erie: Street Maintenance Program. **(\$3,000,000)**
 - Fernando Herrera - 720.491.2154 or fherrera@erieco.gov
- Town of Castle Rock: Asphalt Mill & Overlay Program. **(\$9,000,000)**
 - Lew Brown - 303.518.2900 or L.Brown@crgov.com
- Town of Johnstown: PMP Project. **(\$3,000,000)**
 - Brandon Torrez - 970.966.5792 or btorrez@johnstownco.gov
- City of Commerce City: Crack Repair Project. **(\$500,000)**
 - Yudeep Uprety - 720.512.7013 or yuprety@c3gov.com

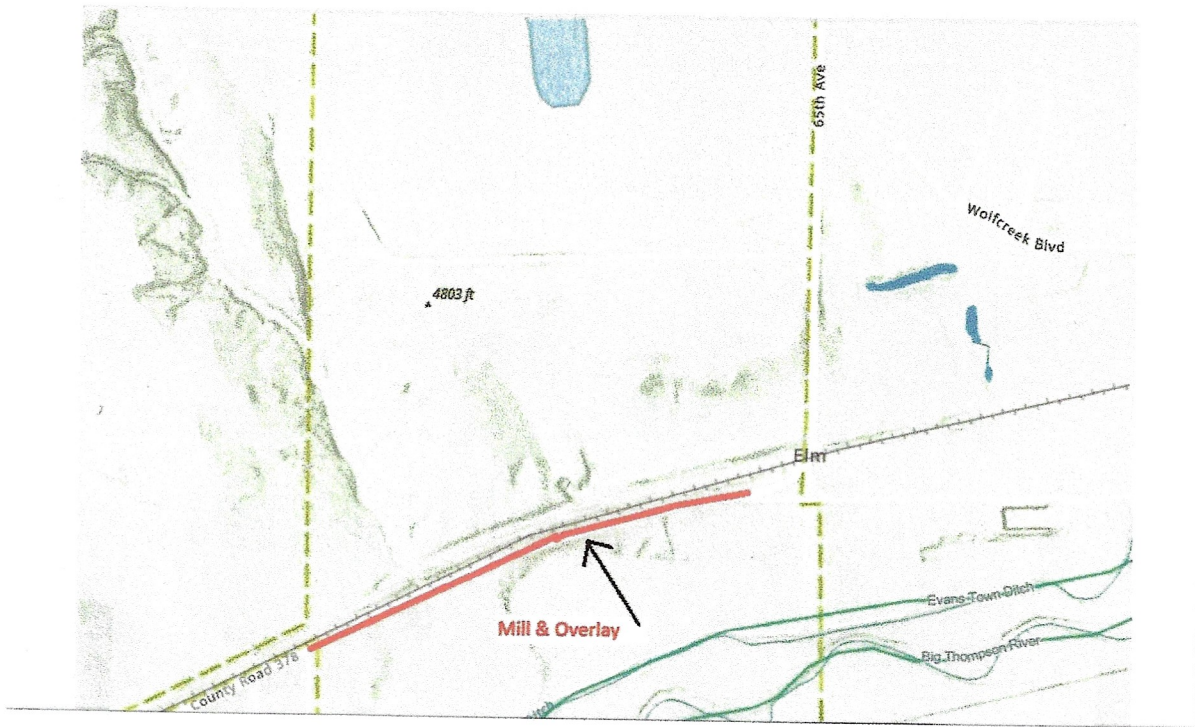


Town Hall | 1101 Broad St., Box 290 | Milliken, CO. 805432 | (970) 587-4331

*****Bid Results*****

**Mill & Overlay
RFP 01-2026**

Western Plains Construction, LLC	\$154,144.30
Asphalt Specialties Co.	\$159,500.70
National Pavement Partners	\$167,836.65
Martin Marietta	\$173,002.60
Coulson Excavating Co., Inc.	\$179,444.25
Caraveo Construction Inc.	\$183,500.00
All Pro Pavement	\$186,307.20
Simon	\$195,878.25



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FOR

MILL AND OVERLAY PROJECTS



02/13/2026

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SECTION 00400
INVITATION TO BID

Mill & Overlay Projects
Town of Milliken, CO.
RFP 01-2026

Sealed Proposals for work as listed below will be received by the **Town of Milliken**, until the time and date specified for each project listed in this notice and will then be officially opened and read.

Bids will be accepted prior to 1:00 P.M. on Monday, March 16, 2026. Any Contractor mailing a proposal should contact the **Town of Milliken** to verify that the mailed proposal has been received. All Proposals shall be treated in accordance with the requirements of these specifications. Bid opening will be held on Monday, March 16th, 2026, at 1:00 P. M.

Proposals shall be submitted to the following address:

Milliken Town Hall
1101 Broad Street
Milliken, CO 80543

Project #1 (CR 378) - Consists of a two-inch mill & overlay on CR 378. Improvements consist of 8,729 SY asphalt cold mill, 950 tons of asphalt hot mix asphalt, and 7,365 LF of pavement markings.

Project #2 (N. Frances Ave.) - Consists of a two-inch mill & overlay on N. Frances Ave. Improvements consist of 1,067 SY asphalt cold mill, and 60 tons of asphalt hot mix asphalt.

Each Proposal must be accompanied by a Proposal Guaranty consisting of a properly Certified Check, Cashier's Check or Bid Bond, in the amount of five (5) percent of contractor's bid proposal, without conditions, payable to the **Town of Milliken**. Proposal Guaranties consisting of bid bonds will be retained by the **Town of Milliken**. The Proposal Guaranties consisting of Certified Checks and Cashier's Checks, accompanying the three lowest Proposals may be held until the contract is awarded, provided the time from bid opening to contract award does not exceed thirty days. The Certified Checks and Cashier's Checks accompanying the other Proposals will be returned promptly after the opening and verification of the Proposals.

Each Proposal must contain a unit bid price for each item shown in the bidding schedule. Each proposal must also include all other required forms completed in full. Failure to include unit bid prices or all required forms may be cause for rejection.

The Proposal and Proposal Guaranty must be placed in one envelope (separate for each project bid) securely sealed therein and labeled, unless submitted electronically:

FIRM'S NAME
PROPOSAL FOR THE
MILL & OVERLAY PROJECTS
RFP 01-2026

The **Town of Milliken** reserves the right to reject any or all Proposals.

Please direct questions on bidding procedures and technical questions about the project work to Jon Rabas, Streets Director, at JRabas@millikenco.gov.

SECTION 00500

TOWN OF MILLIKEN, COLORADO CONSTRUCTION AGREEMENT Project Number 01-2026 (“Mill & Overlay Project”)

This Construction Agreement (“Construction Agreement”) is made and entered into by and between the TOWN OF MILLIKEN, COLORADO, a municipal corporation of the State of Colorado, with offices at 1101 Broad Street, Milliken, Colorado 80543 (the “**Town**” or “**Owner**”), and Western Plains Construction, LLC, whose address is 8134 Conifer Road, Dener, Colorado 80221 (the “**Contractor**”).

WITNESSETH

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

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

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

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

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Construction Agreement as described in detail in the Contract Documents (“Work” or “Scope of Work”). In addition, the Contractor shall provide and perform all necessary labor in accordance with the standards set forth in section 6.00 and in accordance with the conditions and prices stated in the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner’s official award of this Construction Agreement to the Contractor, such award being based on the acceptance by the Owner of the Contractor’s bid, or part thereof. The Contractor warrants that it will ensure that all lower tier contractors and material suppliers, including without limitation subcontractors and sub-subcontractors, will be obligated to comply with the terms of this Construction Agreement as it relates to their own contractual obligations.

2.00 THE CONTRACT DOCUMENTS: This Construction Agreement incorporates all the other Contract Documents, to the extent they exist, which together with this Construction Agreement represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. To the extent there is any conflict between this Construction Agreement and any of the other Contract Documents, the terms of this Construction Agreement shall prevail; provided however that as to any design or specification issues, to the extent such exist, the Design Documents,

Specifications, volumes of the Milliken Design Criteria and Construction Specifications (if checked below), and any pertinent Change Orders and agreements under section 7.00 shall control over the other Contract Documents. The Contract Documents consist of this Construction Agreement and, to the extent they exist or (where noted) are hereafter created, the following documents:

1. Invitation for Bid
2. Request for Proposals and Instructions to Bidders
3. Contractor's Bid
4. Performance Bond
5. Payment Bond
6. Notice of Award
7. Advertisement Set
8. Bid Bond
9. General Conditions
10. Special Provisions
11. Design Documents
12. Specifications
13. The following volumes of the Milliken Design Criteria and Construction Specifications if the box is checked (available via the URL indicated):
 - ☐ Volume I (Water and Sewer Utilities) (<https://co-milliken.civicplus.com/DocumentCenter/View/368>)
 - ☐ Volume II (Storm Drainage) (<https://co-milliken.civicplus.com/DocumentCenter/View/367>)
 - ☒ Volume III (Streets) (<https://co-milliken.civicplus.com/DocumentCenter/View/365>)
14. Notice to Proceed (when hereafter created)
15. Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Construction Agreement (when hereafter created)
16. Other:

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Construction Agreement shall commence as of the date the Agreement is fully executed by both parties ("Effective Date") and shall continue through August 31, 2026 or until the Scope of Work is completed.

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

☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$100.00 per day** for each day after the contract time frame expires.

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

If either of the above boxes is checked, (a) the parties intend the amount specified to be "liquidated damages" and not a penalty and (b) it is agreed that as of the Effective Date (i) it is difficult to ascertain the amount of actual damages that will result from the delay and (ii) the amount specified is a reasonable estimate of the presumed actual damages that the delay would cause. Such liquidated damages for delay are in addition to any other damages that may be owed for any other breach besides delay.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Construction Agreement, and the Contractor will accept as full compensation therefore the sum of:

(Written) One hundred fifty four thousand one hundred forty four and thirty cents DOLLARS (\$154,144.30.) subject to adjustment as provided by the Contract Documents ("Contract Price").

a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Construction Agreement and the delivery of all improvements embraced in this Construction Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Construction Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

b. By the 5th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold five percent (5%) of payments to Contractor.

6.00 ACCEPTANCE, FINAL PAYMENT, AND WARRANTY: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 38-26-107.

Contractor warrants to Owner that all construction and related services provided hereunder shall be performed in a first-class and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of this Construction Agreement, industry standards for projects of similar type and quality, and all applicable laws, codes,

regulations and other requirements, including safety requirements.

If this Construction Agreement obligates the Contractor to provide design or engineering services, then the Contractor additionally warrants to the Owner that all such services will, at a minimum, conform to the standard of care required of individuals providing similar design or engineering services who are properly trained and experienced and, if applicable, certified or credentialed. Owner's review or approval of any plans, specifications, or other design or engineering documents shall not constitute a waiver by Owner of any of the Contractor's warranties or obligations under this paragraph.

The guaranty period shall be two years from the date of completion and acceptance ("Guaranty Period"). If, within the Guaranty Period any of the Work is found to be not in accordance with the requirements of this Construction Agreement, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, which shall be within the discretion of the Owner to give. This obligation shall survive termination of the Construction Agreement. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to any obligations owed by the Contractor under this Construction Agreement. Establishment of the Guaranty Period relates only to the specific obligation of the Contractor to correct the Work if notified to do so and has no relationship to the time within which the obligation to comply with the Contract Documents may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations. Correction of the Work by the Contractor shall not bar the Owner from seeking damages resulting from any breach of this Construction Agreement.

7.00 MODIFICATIONS AND AMENDMENTS: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

If in the course of performing the Work the Contractor encounters or becomes aware of any condition or circumstance of any kind that could delay the Work or increase the cost of the Work, the Contractor shall immediately give written notice to the Town of such condition or circumstance. If the Contractor fails to give such notice to the Town within three business days of first encountering or becoming aware of such condition or circumstance, then (a) the Contractor will be deemed to have agreed to fully resolve the condition or circumstance at the Contractor's own expense and within existing construction schedules and (b) the contractor will be deemed to have waived any claim for additional compensation or time to accommodate the condition or circumstance. Any notice given by the Contractor under this paragraph will include the Contractor's best estimate of the cost and delay impact of the condition or circumstance upon which the notice is based.

If any notice is given by the Contractor under the preceding paragraph, the parties will endeavor to resolve the matter by good faith negotiations. Absent an express, written directive to the contrary given by the Town to the Contractor, the Contractor must continue to perform the Work during such negotiations and any subsequent dispute resolution processes. If good faith negotiations do not resolve the issues raised by the Contractor's notice within fifteen days of such notice, then the Contractor must initiate non-binding mediation with the Town within thirty days of the original notice. Absent written consent to an alternative mediation plan by both parties, non-binding mediation may be initiated by filing for mediation with the American Arbitration Association ("AAA") under the AAA's Construction Industry Mediation Procedures in effect on the Effective Date. The parties shall share the mediator's fee and any filing fees equally. If the Contractor fails to initiate mediation within thirty days of the original notice then (a) the Contractor will be deemed to have agreed to fully resolve the condition or circumstance at the Contractor's own expense and

within existing construction schedules and (b) the contractor will be deemed to have waived any claim for additional compensation or time to accommodate the condition or circumstance. Any court litigation will be stayed until the earlier of (a) the date mediation under this paragraph terminates and (b) the 181st day after the notice was given by the Contractor under the preceding paragraph.

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

- a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.
- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
- d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.
- e. Contractor shall have on site at all times an English speaking agent of Contractor who is capable of reading and thoroughly understanding all plans and specifications, who is thoroughly experienced in the type of work being performed, and who will be the point of contact for the Town for non-English speaking on-site personnel of Contractor. The English speaking on-site agent must have the ability to communicate with and translate to the foreign language of all non-English speaking on-site personnel of Contractor to assure that the ability to communicate vital information is readily available. If the non-English speaking on-site personnel of Contractor are divided into work groups, it shall remain the responsibility of Contractor that an English speaking on-site agent is provided so as to ensure that the ability to communicate vital information is still readily available to all non-English speaking on-site personnel of Contractor.

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

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this Construction Agreement.
- b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this Construction Agreement.

d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this Construction Agreement at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch gears, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$ __,000,000).

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

Each certificate of insurance shall identify this Construction Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the Guaranty Period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal

Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

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

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, breaches of contract (including this Construction Agreement), or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Construction Agreement. The Contractor is not obligated to indemnify the Town for the Town's own negligence.

13.00 EVENTS OF AND TERMINATION FOR DEFAULT:

a. The Town may serve written notice upon the Contractor of its intention to terminate this Construction Agreement in the presence of one of the following events of default:

- i. Contractor should fail to initiate the Scope of Work at the agreed upon time;
- ii. The performance of the Scope of Work is being unnecessarily or unreasonably delayed;
- iii. The Scope of Work is not completed within the time specified or within the time to which completion of the Scope of Work has been extended;
- iv. Contractor should fail to make prompt payments for labor, materials or to subcontractors;
- v. Contractor shall abandon performance of the Scope of Work;
- vi. The Contract or any part thereof has been assigned, transferred or sublet without Town approval;
- vii. Contractor shall become insolvent or adjudged bankrupt;
- viii. Contractor shall refuse to remove materials or perform

any work within the Scope of Work as shall have been rejected as defective or unsuitable; or

- ix. Contractor shall otherwise violate this Construction Agreement or disregard laws, ordinances or instructions of the Town.

b. Such written notice shall contain the reasons for the intention to terminate this Construction Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Construction Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Construction Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

14.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION:

The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation premiums or benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONSTRUCTION AGREEMENT.

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

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

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

17.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Construction Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Milliken, Colorado.

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

19.00 NOTICE: Any notice required or permitted by this Construction Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town:	Town of Milliken Attention: Town Administrator 1101 Broad Street Milliken, CO 80543
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With copies to:	Atten: Matthew T. Gould Bell, Gould, Linder & Scott, P.C. 318 East Oak Street Fort Collins, CO 80524
-----------------	---

Contractor:	Atten: Jesus Gutierrez Miranda Western Plains Construction, LLC 8134 Conifer Road Denver, CO 80221
-------------	---

With a copy to:

20.00 APPROPRIATIONS:

a. The amount of money appropriated by the Owner is equal to or in excess of the Contract Price.

b. Notwithstanding any other provision of this Construction Agreement to the contrary, the following is prohibited: The issuance of any contract modification, as defined in

section 24-101-301(10), or other form of modification or directive by the Owner requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Construction Agreement to exceed the amount appropriated for the original contract, unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in this Construction Agreement.

c. Notwithstanding any other provision of this Construction Agreement to the contrary, for any form of modification or directive by the Owner requiring additional compensable work to be performed, the Owner must reimburse the Contractor for the Contractor's costs on a periodic basis, as set forth herein, for all additional directed work performed until a modification of this Construction Agreement is finalized. In no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the Owner for the additional compensable work to be performed.

d. The parties understand and acknowledge that the Owner is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Construction Agreement. It is understood and agreed that this Construction Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Construction Agreement to the contrary, all payment obligations of the Owner are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Owner's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Owner payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the laws, rules, regulations, and resolutions of the State of Colorado and the Town of Milliken, and other applicable law. Upon the failure to appropriate such funds, this Construction Agreement shall be terminated.

22.00 ADDITIONAL PROVISIONS: The following additional provisions, if any, are agreed upon and approved by the parties:

a.

SIGNATURE PAGE FOLLOWS

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

TOWN OF MILLIKEN:

☒ Board of Trustees *(for contracts exceeding \$50,000 pursuant to the Town of Milliken Financial Policies)*

ATTEST:

By: _____
Caree Rinebarger, Town Clerk

By: _____
Elizabeth Austin, Mayor

OR

☐ Town Administrator *(for contract \$50,000 or less pursuant to the Town of Milliken Financial Policies)*

By: _____
Cheryl Powell, Town Administrator

Date of Execution _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
CONTRACTOR'S FORM OF BID

[See attached document]

Mill and Overlay Projects

Contractor Name:

DESCRIPTION - CR 378	QUANTIT Y	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS		
Asphalt Cold Mill (2" depth)	8,729	SY		
Asphalt Overlay (Grading SX 1/2") (PG 64-22)	950	TONS		
Temporary Pavement Markings	1	LS		
Pavement Marking (4" Double Yellow)	2,455	LS		
Pavement Marking (4" Single White)	4,910	LS		
Traffic Control	1	LS		
Erosion Control	1	LS		
Project Total				

DESCRIPTION - N. FRANCES AVE.	QUANTIT Y	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS		
Asphalt Cold Mill (2" depth)	1,067	SY		
Asphalt Overlay (Grading SX 1/2") (PG 64-22)	60	TONS		
Temporary Pavement Markings	1	LS		
Raise MH (Post Paving)	2	EA		
Traffic Control	1	LS		
Erosion Control	1	LS		
Project Total				

**SECTION 00501
BID SCHEDULE**

Exhibit A

BIDDER INFORMATION

Company Name: _____

Point of Contact: _____

Address: _____

Phone: _____ Email: _____

Signature of Company Representative: _____ Date of Bid: _____

LIST OF ANTICIPATED SUBCONTRACTORS:

Contractor	Anticipated Work
1.	
2.	
3.	
4.	
5.	

BID SUMMARY

BID SCHEDULE TOTAL: \$ _____

Return this sheet stapled to the Bid Schedule on the following page

BID SCHEDULE – SUMMARY
Mill & Overlay Projects
_____, 2026

TOTAL BID (SCHEDULE): (Written)

_____ Dollars _____

Signature: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

FAX: _____

(SEAL) - if bid is by a Corporation.

ATTEST:

Name: _____
(please type)

Title: _____

**SECTION 00510
NOTICE OF AWARD**

_____, 2026

**To: Contractor
Address
Address**

Project: Mill & Overlay Projects

Town of Milliken, Colorado (hereinafter called "the Owner") has considered the bids submitted for work in reference to its Advertisement of Bids.

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the work generally described in Section 00400, and the coordination of construction schedules with utility relocations, and all related work. The Contract Price of your contract is \$_____.

Four (2) copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award that is by _____.

1. You must deliver to the Owner three (2)
2. You must deliver with the executed Agreement, Performance & Payment Bonds and the Certificates of Insurance as specified in the General Conditions.

Within ten days after you comply with those conditions, Owner will return to you one (1) fully signed counterparts of the Agreement with the Contract Documents attached.

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award.

ACCEPTANCE OF AWARD:

BY: _____

TITLE: _____

DATE: _____

**SECTION 00520
NOTICE TO PROCEED**

_____, 2026

To: Contractor
Address
Address

Project: Mill & Overlay Projects

You are notified that the Contract Times under the above contract will commence to run on _____ . In accordance with the Agreement, the date of Substantial Completion for the work is _____, and the date of Completion and readiness for final payment is _____.

Owner: Town of Milliken

By: Jon Rabas

Title: Streets Director

ACCEPTANCE OF NOTICE:

By: _____

Title: _____

Date: _____

SECTION 00600
BID BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that.

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal," and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", a corporation authorized to do business in the State of Colorado, are held and firmly bound unto the Town of Milliken, 1101 Broad Street, Milliken Colorado 80543, a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS BOND are such that whereas the Principal is about to submit a bid or proposal to the Town of Milliken, Colorado (the Owner) to furnish all services, labor, materials, and equipment necessary for the performance of the project known as RFP 01-2026, Mill and Overlay Projects.

NOW, THEREFORE, if the above bound Principal, if he be awarded the contract for the materials and work upon which he bid, shall within the fifteen (15) days of such award enter into a written contract with the Town of Milliken, Colorado (the Owner) in form set out in the Contract Documents for said project and shall furnish bond to be executed by an acceptable surety company, then this bond shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this ____ day of _____, 2026.

Principal

IN PRESENCE OF:

By: _____

(Title)

(CORPORATE SEAL)

Other Partners

IN PRESENCE OF:

By: _____

By: _____

By: _____

Surety

IN PRESENCE OF:

By: _____

Attorney-in-Fact

(SURETY SEAL)

(Address)

Note: Date of Bond must not be prior to date of Construction Agreement. If Contractor is Partnership, all partners should execute Bond.

**SECTION 00601
PERFORMANCE BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that.

(a Corporation) (an Individual) (a Partnership), hereinafter referred to as "the Principal," and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", a corporation authorized to do business in the State of Colorado, are held and firmly bound unto the **Town of Milliken**, 1101 Broad Street, Milliken Colorado 80543, a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of _____ **Dollars (\$xxx,xxx.xx)**, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Construction Agreement with the Owner, dated the ____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the performance of Town of Milliken project, **Mill & Overlay Projects**.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Construction Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety, and if the Principal shall satisfy all claims and demands incurred under such Contract Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work to be performed there under or the specifications accompanying the same shall in anyway affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this ____ day of _____, 2026.

PRINCIPAL: Contractor

In Presence Of:

(Corporate Seal)

By: _____

(Title)

(Address)

OTHER PARTNERS:

In Presence Of:

By: _____

By: _____

By: _____

SURETY:

In Presence Of:

(Surety Seal)

By: _____
Attorney-in-Fact

(Address)

Note: Date of Bond must not be prior to date of Construction Agreement. If Contractor is Partnership, all partners should execute Bond.

**SECTION 00602
PAYMENT BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

Contractor
Address
Address

(a Corporation) (an Individual) (a Partnership), hereinafter referred to as "the Principal," and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", a corporation authorized to do business in the State of Colorado, are held and firmly bound unto the **Town of Milliken**, 1101 Broad Street, Milliken Colorado 80543 a Municipal Corporation, hereinafter referred to as "the Owner," in the penal sum of _____ (**\$xxx,xxx.xx**), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Construction Agreement with the Owner, dated the ____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the performance of Town of Milliken project, **Mill & Overlay Projects**.

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Construction Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Agreement or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this ____ day of _____, 2026.

PRINCIPAL: Contractor

In Presence Of:

By: _____

(Title)

(Corporate Seal)

(Address)

OTHER PARTNERS:

In Presence Of:

By: _____

By: _____

By: _____

SURETY:

In Presence Of:

By: _____

Attorney-in-Fact

(Surety Seal)

(Address)

Note: Date of Bond must not be prior to date of Construction Agreement. If Contractor is Partnership, all partners should execute Bond.

SECTION 00603
CERTIFICATE OF INSURANCE

Insert Certificates of Insurance here.

**SECTION 00606
NOTICE OF SUBSTANTIAL COMPLETION**

TO: Contractor
Address
Address

PROJECT: Mill & Overlay Projects

CONTRACT DATE: _____, 2026

Project or designated portion shall include:

The work performed under this contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents. A list of items to be completed or corrected, prepared by the Contractor, and verified and amended by the Engineer is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above Date of Substantial Completion.

Contractor

By

Date

Title

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at **12:00 pm** on _____, _____.

Town of Milliken

By

Date

Title

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note-Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any).

Page 2 of 2
SECTION 607
LIEN WAIVER RELEASE
(CONTRACTOR)

TO: TOWN OF MILLIKEN, COLORADO (OWNER)

FROM: CONTRACTOR (CONTRACTOR)

PROJECT: **Mill & Overlay Projects**

1. The CONTRACTOR acknowledges having received payment, except retainage, from the OWNER for all work, labor, skill, and material furnished, delivered and performed by the CONTRACTOR for the OWNER or for anyone in the construction, design, improvement, alteration, addition or repair of the above-described project.
2. In consideration of such payment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the contractor voluntarily waives all rights, claims and liens, including but not limited to, mechanic's liens, Miller Act claims (40 U.S.C.A. 270 a and b), stop notices, equitable liens and labor and material bond rights which the contractor may now or may afterward have, claim or assert for all and any work, labor, skill or materials furnished, delivered or performed for the construction design, improvement, alteration, addition or repair of the above described project, against the OWNER or its officers, agents, employees or assigns, against any fund of or in the possession or control of the OWNER, against the project or against all land and the buildings on and appurtenances to the land improved by the project.
3. The CONTRACTOR affirms that all work, labor and materials, furnished, delivered or performed to or for the construction, design, improvement, alteration, addition or repair of the project were furnished, delivered or performed by the CONTRACTOR or its agents, employees, and servants, or by and through the CONTRACTOR by various sub-contractors or material men or their agents, employees and servants and further affirms the same have been paid in full and have released in full any and all existing or possible future mechanic's liens or rights or claims against the project or any funds in the OWNER'S possession or control concerning the project or against the OWNER or its officers, agents, employees or assigns arising out of the project.
4. The CONTRACTOR agrees to defend and hold harmless the OWNER, on the project against and from any claim hereinafter made by the CONTRACTOR'S subcontractors, material suppliers, employees, servants agents or assigns against the project or against the OWNER or its officers, employees, agents or assigns arising out of the project for all loss, damage and costs, including reasonable attorney's fees, incurred as a result of such claims.
5. The parties acknowledge that the description of the project set forth above constitutes an adequate description of the property and improvements to which this Lien Waiver Release pertains. It is further acknowledged that this Lien Waiver Release is for the benefit of and may be relied upon by the OWNER, on any labor and material bonds for the project.

**SECTION 00607A
LIEN WAIVER RELEASE
(SUBCONTRACTOR)**

TO: Contractor (CONTRACTOR)

FROM: _____(SUBCONTRACTOR)

PROJECT: **Mill & Overlay Projects**

1. The SUBCONTRACTOR acknowledges having received payment, except retainage, from the CONTRACTOR for all work, labor, skill and material furnished, delivered and performed by the SUBCONTRACTOR for the CONTRACTOR or for anyone in the Construction, design, improvement, alteration, addition or repair of the above-described project.
2. In consideration of such payment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the SUBCONTRACTOR voluntarily waives all rights, claims and liens, including but not limited to, mechanic's liens, Miller Act claims (40 U.S.C.A. 270 a and b), stop notices, equitable liens and labor and material bond rights which the SUBCONTRACTOR may now or may afterward have, claim or assert for all and any work, labor, skill or material furnished, delivered or performed for the construction design, improvement, alteration, addition or repair of the above described project, against the CONTRACTOR or its officers, agents, employees or assigns, against the project or against all land and the buildings on and appurtenances to the land improved by the project.
3. The SUBCONTRACTOR affirms that all work, labor and materials, furnished, delivered or performed to or for the construction, design, improvement, alteration, addition or repair of the project were furnished, delivered or performed by the SUBCONTRACTOR or its agents, employees, and servants, or by and through the SUBCONTRACTOR by various sub-contractors or material suppliers or their agents, employees and servants and further affirms the same have been paid in full and have released in full any and all existing or possible future mechanic's liens or rights or claims against the project or against the CONTRACTOR or its officers, agents, employees or assigns arising out of the project.
4. The SUBCONTRACTOR agrees to defend and hold harmless the CONTRACTOR and Owner on the project against and from any claim hereinafter made by the SUBCONTRACTOR'S subcontractors, material suppliers, employees, servants agents or assigns against the project or against the CONTRACTOR or OWNER lender or Surety or their officers, employees, agents or assigns arising out of the project for all loss, damage and costs, including reasonable attorney fees, incurred as a result of such claims.
5. The parties acknowledge that the description of the project set forth above constitutes an adequate description of the property and improvements to which this Lien Waiver Release pertains. It is further acknowledged that this Lien Waiver Release is for the benefit of and may be relied upon by the CONTRACTOR and OWNER on any labor and material bonds for the project.

SECTION 00710 CONTRACT DOCUMENTS

00711 General Description.

These General Conditions contain articles that establish the requirements and conditions governing responsibility, policy, and procedures that apply during the construction and warranty period.

00712 Definitions.

Wherever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

1. Agreement.

The "Agreement" refers to Section 00500, Construction Agreement.

2. As approved.

The words "as approved," unless otherwise qualified, shall be understood to be followed by the words "by the Engineer".

3. As shown, and as indicated.

The words "as shown" and "as indicated" shall be understood to be followed by the words "on the drawings".

4. Bidder.

The person or persons, partnership, firm, or corporation submitting a proposal for the work contemplated.

5. Contract Documents.

The "Contract Documents" consist of Division 0 through Division 16.

6. Contractor.

The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the Owner.

7. Days.

Unless otherwise specifically stated, the term "days" will be understood to mean calendar days.

8. Drawings.

The term "drawings" refers to the official plans, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, which show the location, character, dimensions, and details of the work to be

performed. Drawings may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

9. Engineer.

An employee of the Owner or an employee of a consultant identified to the Contractor by the Owner. The term "Engineer" means the Engineer or his authorized representative.

10. Notice.

The term "notice" or the requirement to notify, as used in the Contract Documents or applicable State or Federal statutes, shall signify a written communication delivered in person or by certified or registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

11. Or approved equal.

The term "or approved equal" shall be understood to indicate that the "equal" product is the same or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer.

12. Owner.

The Owner is The Town of Milliken.

13. Partial Completion.

"Partial Completion" shall be that degree of completion of the project or a defined portion of the project, sufficient to provide the Owner, at his discretion, the full-time use of the project or defined portion of the project for the purposes for which it was intended.

14. Provide.

The term "provide" shall be understood to mean "provide complete in-place", that is, "furnish and install".

15. Specifications.

The term "specifications" refers to the terms, provisions, and requirements contained in Divisions 1 through 16. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.

16. Work.

The word "work" within these Contract Documents shall include all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Agreement, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system, structure or improvement.

00713 Intent of Contract Documents.

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to include all work (except specific items to be furnished by the Owner) necessary for completion of the Agreement. Materials or work described in words which so applied have a well-known technical and trade meaning and shall be held to refer to such recognized standards. These documents are intended to produce a quality product for the Owner. Most provisions contained herein are subject to review and modification by the Engineer, either at his own desire or at the request of the Contractor. All such modifications shall be made in accordance with Section 00820.

00714 Discrepancies and Omissions.

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions within a reasonable time.

SECTION 00720
THE ENGINEER

00721 Authority.

The Engineer shall be the Owner's representative during the construction period. His authority and responsibility shall be limited to the provisions set forth in these Contract Documents. The Engineer shall have the authority to reject work and materials whenever such rejection may be necessary to insure execution of the Agreement in accordance with the intent of the Contract Documents.

The Engineer will, in writing, stop the work, wholly or in part, when the Contractor fails to correct conditions unsafe for the workmen or the general public; for failure to carry out Contract provisions; or for failure to carry out orders. If a portion of the work is not being completed within the time frames required by the Contract, the Engineer may stop any or all work affected by such non-completion until the work is being completed as required by the Contract. The contract time will not be suspended when the Engineer stops the work.

The Engineer will, in writing, suspend the work, wholly or in part, for periods of unsuitable weather; for conditions unsuitable for the prosecution of work, or for any other condition or reason determined to be in the public interest. The contract time will be suspended when the Engineer suspends the work.

00722 Duties and Responsibilities.

The Engineer will make periodic visits to the site of the project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He shall not be required to make comprehensive or continuous inspections to check quality or quantity of the work; and he shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract Documents.

The Engineer will make decisions on all claims of the Owner or the Contractor arising from interpretation or execution of the Contract Documents. Such decision shall be necessary before the Contractor can receive additional money. Changes in the work ordered by the Engineer will be made in compliance with Section 00820.

One or more inspectors may be assigned to observe the work and to act in matters of construction under this Agreement. It is understood that such inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of his obligations to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract Documents.

00723 Communications.

All significant instructions and/or approvals from the Engineer shall be in writing. Changes made on any other basis will be at the Contractor's risk and in no way alter the Contractor's obligation to complete the work.

SECTION 00730

THE OWNER

The Owner is the Town of Milliken, Colorado, a Municipal Corporation in the State of Colorado, with offices at 1101 Broad Street, Milliken Colorado 80543

SECTION 00740

THE CONTRACTOR

00741 The Contractor, an Independent Agent.

The Contractor shall perform all work under this Agreement as an independent agent and shall not be considered an agent of the Owner, nor shall the Contractor's subcontractors or employees be subagents of the Owner.

00742 License and Business.

The Contractor shall hold, in the Contractor's name, all necessary licenses to perform the work, and shall have full authority to do business in the State of Colorado. The Contractor shall have a designated place of business that is staffed during all business hours for making and accepting communications with or from the Owner and/or Engineer.

The address and telephone number of the Contractor shall be maintained with the Owner and Engineer throughout the contract period and warranty period.

00743 Superintendence.

Keep competent supervisory personnel on the work during its progress. Designate before starting work an authorized representative who shall have complete authority to represent and to act for the Contractor. Provide efficient supervision to the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work.

The authorized representative shall have a mobile or cellular phone with message recording capabilities.

00744 Employees.

Employ only competent, skillful workers to do the work; and whenever any person shall appear to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the work.

00745 Assignment.

Do not assign the Agreement or sublet it as a whole, without the consent of the Owner, nor assign any monies due or to become due to him hereunder without the previous written consent of the Owner.

**SECTION 00750
SUBCONTRACTING**

Within fifteen (15) days after the Notice of Award, submit to the Engineer the names of all subcontractors proposed for the work, including the names of any subcontractors that were submitted with the proposal. The Contractor shall not employ any subcontractors that the Engineer may object to as lacking capability to properly perform work of the type and scope anticipated. The Contractor shall not employ as a subcontractor any person or persons, partnership, firm, or corporation which has been removed from consideration for award of contracts by the Owner.

The Contractor agrees that he is as 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. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

**SECTION 00760
OTHER CONTRACTS**

The Owner reserves the right to let other contracts in connection to the work. Work by others is further defined in Section 01012.

The Contractor shall afford other 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.

If any part of the work under this Agreement depends on the prior acceptable completion of work by others under separate agreements, the Contractor shall inspect and promptly report to the Engineer any defect in such work that would adversely affect the satisfactory completion of the work under this Agreement. The Contractor's failure to so inspect and report shall constitute acceptance of the work by others as being suitable for the proper reception and completion of the work under this Agreement, excluding, however, those defects in the work by others that occur after the satisfactory completion of the work specified hereunder.

SECTION 00770 MISCELLANEOUS PROVISIONS

00771 Emergencies.

In case of an emergency that threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Engineer, as the situation may warrant. The Contractor shall notify the Engineer thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to time and expense, shall be submitted to the Owner through the Engineer and the amount of compensation, if any, shall be determined by Change Order.

00772 Taxes and Charges.

Withhold and pay any and all withholding taxes, whether State or Federal, pay all Social Security charges, all state unemployment compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are required to be paid or withheld under any laws.

00773 Sales and Use Tax Certificates.

The amount of the proposal shall not include Colorado State sales tax. Effective July 1, 1979, House Bill No. 1451 requires a contractor or subcontractor to apply for a "Certificate of Exemption" on sales tax for materials permanently incorporated in the construction work for exempt entities.

Applications may be obtained from and returned to: State of Colorado, Department of Revenue, State Capitol Annex, 1375 Sherman Street, Denver, Colorado, 80261.

00774 Royalties and Patents.

Pay all royalty and license fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and the Engineer harmless from loss on account thereof.

00775 Access to Work.

The Owner, Engineer and authorized government agents shall be provided safe access to review and inspect the work as is further defined in Section 01420.

00776 Drawings and Specifications.

Maintain Contract Documents at the construction site as further defined in Sections 01203 and 01720. Shop drawings, product approval and material inspection shall be handled as defined in Sections 01100, 01340, and 01420.

00777 Surveys.

Lines, grades, and all other surveys shall be provided by the Contractor.

00778 Land and Rights-of-Way.

The Owner will obtain all land and rights-of-way necessary for the completion of the work to be performed under the contract. The Contractor shall provide, at his own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

00779 Arbitration.

Alternative Dispute Resolution. In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted or under the auspices of a recognized established mediation service within the state of Colorado. Such arbitration shall be conducted within 60 days following either party's written request, therefore. If such dispute or claim is not settled through arbitration, then either party may initiate a civil action in the District Court for Weld County. In either event, the prevailing party shall be awarded attorney fees and costs.

SECTION 00780
CONTRACT TIME

00781 Prosecution of the Work.

It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are the essence of this Agreement. The work shall be prosecuted at such time, and in or on such part or parts of the project as may be required, to complete the project during the time specified in the Agreement and the approved construction schedule. See Section 01310 for scheduling requirements.

The Contractor's tools and equipment used on the work shall be furnished in sufficient quantity and of a capacity and type that will safely perform the work specified without delay in the progress of the work.

00782 Delays and Extension of Time.

If the Contractor is delayed in the progress of the work by any act or neglect of the Owner or the Engineer, or by any separate Contractor employed by the Owner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the Contractor will be eligible for a time extension.

No extension of time will be granted to the Contractor for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Agreement; nor will extension of time be granted for delays to parts of work that are not located on the critical path for scheduling the work.

Delays in delivery of equipment or material purchased by the Contractor or his subcontractors (including Owner-selected equipment) shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

00783 Claim for Delay.

If the Contractor intends to file a claim for additional time or compensation for a delay caused by the Owner, he shall file a Notice of Claim with the Owner within seven (7) days of the beginning of the occurrence. The Notice of Claim shall state the circumstances, justification, and the reasons for the claim. Changes as a result of any claim shall be made by Change Order. See Section 01153.

Within a reasonable period after the Contractor submits to the Owner a request for an extension of time, the Engineer will present his written opinion to the Owner as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The Owner will make the final decision on all requests for extension of time.

00784 Liquidated Damages.

Time is of the essence in terms of the completion of the work or any part thereof, in the time agreed upon or within such extra time as may have been allowed for delays by extensions granted. It is specifically recognized by and between the parties hereto that the Town will suffer certain unspecified damages in the event the project is not completed within the time set forth above. In recognition of the difficulty of ascertaining the actual damages to be sustained by the Town, the parties agree that the assessment of liquidated damages shall be appropriate. In the event the project is not completed within the specified time, there shall be assessed against the Contractor, and the Contractor hereby authorizes the Town to retain from any monies due the Contractor, the sum specified in the Construction Agreement.

SECTION 00790
PAYMENT

00791 Measurements of Progress for Partial Payment.

The Owner will make progress payments for the work included in the Contract based upon the percentage completion of the quantities actually installed for each work item of the contract. Preparation, submittal, and approval of progress payments is defined in the General Conditions. The Owner shall retain ten percent (10%) of the amount of each progress payment. The withheld percentage of the contract price shall be retained until the contract is completed satisfactorily and finally accepted by the owner. If the engineer finds that satisfactory progress is being made in all phases of the contract, he may, upon written request by the contractor, authorize payment from the withheld percentage. Before such payment is made, he shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work. See Section 01152.

00792 Completion and Acceptance.

Notify the Engineer when the work is complete. The Engineer and the Owner will inspect the work as further described in Sections 01400 and 01660. If the inspection shows the work to be complete or a designated portion thereof, the Engineer will issue a Certificate of Substantial Completion.

00793 Final Payment.

The Contractor will provide to the Owner a Lien Claim Release (Section 00607). After receipt of the Certificates and if no other liens or claims are received within fifteen (15) days after the first publication, the Owner shall pay to the Contractor within fifteen (15) days thereafter the amount earned less all partial payments. Nothing herein shall be construed as relieving the Contractor and the Surety on the Contractor's Performance and Payment Bond from any claim or claims in connection with the execution of the Agreement.

00794 Acceptance of Final Payment.

The acceptance by the Contractor of the final payment shall release the Owner and the Engineer from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the Owner and others relating to or arising out of the work.

00795 Claims.

In any case where the Contractor deems additional compensation is due him for work or materials not clearly covered in the Agreement or not ordered by the Engineer according to Section 01153, the Contractor shall file with the Engineer a notice of his intention to make claim for such compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action promptly taken. If such notification is not given or the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost as aforesaid shall not in any way be construed as proving the validity of the claim. Claims for additional compensation shall be made in itemized detail and submitted to the Engineer within thirty (30) days following completion of that portion of the work for which the Contractor bases his claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Section 01152 and/or Section 01153.

**SECTION 00800
PROTECTION OF PERSONS, WORK AND PROPERTY**

00801 Persons.

The Contractor shall be solely responsible for conditions of the job site with respect to the safety and welfare of employees and the public. Such safety shall include, but not be limited to, adherence to all laws, rules and regulations as is further described in Section 01060.

00802 Work and Property.

Safely guard at all times the Owner's property from injury or loss in connection with the work. At all times safely guard and protect from damage the work and adjacent property (as provided by law and the Contract Documents), including underground utilities. All passageways, guard fences, lights, and other facilities required for protection by State or municipal laws and regulations and local conditions, must be provided and maintained.

Protect the work and materials from damage due to the nature of the work, the elements, carelessness of other Contractors, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

00803 Indemnity.

The Contractor agrees to indemnify and hold harmless Owner, its officers, employees, insurers, and self-insurance pool, 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 Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or which arise out of any workmen's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The 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 Contractor. The 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.

In any and all claims against the Owner, the Engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Contractor under this Section shall not extend to the liability of the Engineer and his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

SECTION 00810 INSURANCE AND LIABILITY

00811 General.

Provide from insurance companies, acceptable to the Owner, the insurance coverage designated hereinafter and pay all costs. The Contractor also indemnifies the Owner as further described in Section 00803.

Before commencing work under this Agreement, furnish the Owner with certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this Certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

In case of the breach of any provision of this Section, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

00812 Contractor and Subcontractor.

Do not commence work under this Agreement until all the insurance required hereunder and such insurance has been reviewed by the Owner and insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

00813 Compensation and Employer's Liability.

Maintain during the life of this Agreement the statutory Workmen's Compensation, in addition, Employer's Liability Insurance in an amount not less than \$500,000 for each occurrence, for all of his employees to be engaged in work on the project under this Agreement and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

00814 General Liability.

Maintain during the life of this Agreement such general liability and automobile liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of the work under this Agreement. Coverage for property damage shall be on a "broad form" basis. Amount of insurance to be provided shall be not less than \$1,000,000 combined single limits for bodily injury and property damage.

In the event any work under this Agreement is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

The Owner, the Engineer, and the Colorado Department of Transportation, their officers, agents, and employees shall be named as additional insureds on the Contractor's and any subcontractor's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

00816 Coverage for Special Conditions.

When the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements that the said authority may require for the protection of the authority, its officers, agents, and employees.

**SECTION 00820
CHANGES IN THE WORK**

The Owner, without invalidating the Agreement, may order changes in the work within the general scope of the Agreement by altering, adding to, or deducting from the work, the price and time being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement, except as specifically adjusted at the time of ordering such change. Additions or deletions of twenty five percent (25%) or less to any particular item(s) as shown on the bid schedule shall not affect the Unit Price of such item(s). See Sections 01058 and 01153 for details.

If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated profits.

**SECTION 00830
INSPECTION, UNCOVERING, CORRECTION, AND WARRANTY**

00831 Examination of Work.

The Contractor shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters that can in any way affect the work under this Agreement. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Agreement. The Contractor warrants that no verbal agreement or conversation with any officer, agent, or employee of the Owner, or with the Engineer either before or after the execution of this Agreement, has affected or modified any of the terms or obligations herein contained. The Contractor shall also make his own appraisal of surface topography and subsurface conditions as they pertain to the work. Any boring logs and any topographic maps included shall be considered either the best available data and/or suitable data for design

and estimation of project costs. The Owner will provide in the office of the Engineer any supplementary data as is requested and is in his possession for the Contractor's interpretation.

00832 Testing and Inspection.

The Contractor shall thoroughly cooperate with the Owner, Engineer, and governmental agents by providing notices, tests, and certificates as further defined in Sections 01310 and 01420. The Contractor shall also cooperate with the Owner and Engineer in making re-examinations of the work and correcting defective work as further defined in Sections 01310, 01420 and 01750.

00833 Unnoticed Defects.

Any defective work or material that may be discovered by the Engineer before the final acceptance of work, or before final payment has been made, shall be removed, and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

00834 Right to Retain Imperfect Work.

If any part or portion of the work done or material furnished under this Agreement shall prove defective and not in accordance with the plans and specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the owner has the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable.

SECTION 00840 TERMINATION OF THE CONTRACT

Termination, default, and remedies are defined in the Construction Agreement.

01000 DIVISION 1 GENERAL REQUIREMENTS

The contractor shall keep and maintain in Colorado, and shall cause its subcontractors and outside consultants to keep and maintain, books, records, accounts, and other documents (hereinafter collectively referred to as "records") that are sufficient to accurately and completely reflect all costs incurred pursuant to this Contract which may be the basis of a Contractor Change Request or a claim by the Contractor. Such records may include the bid estimate, receipts, memoranda, vouchers, and accounts of every kind and nature pertaining to the performance of the Work including, but not limited to, job cost ledgers, invoices from and payments to subcontractors and material men, and records of home and field office overhead, as well as complete summaries and reports setting forth all reimbursable man-hours expended and payroll records. All records shall be kept for three (3) years from the date of Final Completion in a form and manner satisfactory to the Owner and in accordance with a system of accounting acceptable to the Owner.

The Owner, its representatives, funding agencies and any firm of auditors retained by the Owner shall have access, upon reasonable advance notice in writing, to all such records maintained by the Contractor and its subcontractors and consultants, for the purpose of auditing and verifying Contractors costs or any other costs claimed to be due and payable hereunder. The owner shall have the right to reproduce any such records, and the Contractor and its subcontractors and consultants shall keep and preserve all such records for a period of at least three (3) years from and after final acceptance or termination of the Contract.

The Contractor shall include in all subcontracts, consulting agreements and any other agreements entered into by the Contractor pursuant to the performance of the Work a provision to the effect that its subcontractors, consultants, or other parties shall observe and comply with all the obligations of the Contractor in the same manner and to the same extent as the Contractor.

This section shall not limit the Owners right to audit the Contractors Subcontractors or sub-Subcontractors records for compliance with the requirements of the contract.

SECTION 01010 SUMMARY OF WORK

01011 Work Covered by Contract Documents.

The work to be performed is further described herein. A summary of that work is generally described in Section 00500, the coordination of construction schedules with utility relocations, and all related work, as shown on the drawings and detail sheets.

The Contractor may receive requests from individual property owners to do work outside of this contract, such as drive approaches, etc. If the Contractor chooses to do said work, the Contractor shall be responsible for coordinating with the property owner and the City for all aspects of the work including, but not limited to, costs, schedule, and payment.

01012 Contractor Use of Premises.

The area affected by access, construction activities and storage is to be minimized. Access is further described in Section 01550, Access Roads, and Parking Areas. Use of the premises shall be limited to authorized construction easements.

Storage on the premises of machinery and equipment will be limited to such items as may be necessary for prosecution of that portion of the work underway.

01013 Construction Hours.

Construction hours (except for emergencies) shall be limited to 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized in writing by the Engineer. After hour equipment operation shall be in accordance with Section 01561.

SECTION 01050 FIELD ENGINEERING

NONE

SECTION 01060 REGULATORY REQUIREMENTS

01061 General.

Comply with Federal, State, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations and/or codes concerning minimum wage, nondiscrimination, protection of the public, protection and safety standards for employees,

environmental protection, fire protection, obtaining permits, payment of inspection fees and issuance of notices.

All equipment and materials provided under this Agreement shall incorporate all safety devices required by local, State, Federal and national industrial standards, and codes.

01062 OSHA.

The Contractor's attention is particularly directed to the Division of Labor, Safety. Inspection Branch, OSHA, and the Colorado Industrial Commission regulations.

SECTION 01100 ALTERNATES/ALTERNATIVES

01110 Products.

The specification of products herein shall be understood to be representative of a quality of performance, a quality of operation and/or a quality of construction acceptable to the Engineer. Some products are specified to match the Owner's existing equipment. Where this is not the case, the product specification shall be considered as having an "or approved equal" attached to the specification.

The Engineer will evaluate all requests for product substitution. Any such requests of the Engineer shall include detailed product literature, a description of benefits that might be achieved by this substitution and any alteration of price and/or time that will be made as a result of said substitution.

SECTION 01150 MEASUREMENT AND PAYMENT

01151 Unit Prices.

All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done, and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts thereof.

All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices bid for the various items of Work.

01152 Applications for Payment.

A. Partial Payments.

The Contractor will make a measurement of the work effective the last Friday of each month. This measurement will include such unit price items as furnished and installed complete and in accordance with these Contract Documents and portions of such lump sum items as might have been furnished, installed, or approved in accordance with the Contract Documents.

The Contractor's measurement and payment submittal will be reviewed by the Engineer within the first seven (7) days of the month. The Owner shall make payment to the Contractor within twenty-five (25) days after his approval of the measurement and payment. If the Engineer cannot approve the measurement and payment estimate, he should return said estimate along with supporting evidence for alteration. The Engineer's judgment in these matters shall be final. Any further differences shall be resolved by Section 01153, Change Order, or by Section 0795.

Nothing contained in this Section shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with the provisions of the Contract Documents. All estimated quantities of work for such partial payments made are subject to review and correction on subsequent estimates. Payment by the Owner and acceptance by the Contractor of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of said work.

B. Final Payment.

Final payment will be made upon issuance of the Certificate of Acceptance as further outlined in Section 00790 of the Contract.

01153 Change Order Procedures.

Alteration of the scope of work to add or delete substantially from unit price items, to add or delete other work, or to change the lump sum or unit prices for the work, shall be made by Change Order.

Payment for Change Orders shall be made by one of the following methods:

- | | |
|----------------|---|
| Unit Price: | Unit prices shall be used where applicable and when the Owner and/or Engineer can negotiate a unit price acceptable to the Contractor and Owner. |
| Lump Sum: | A lump sum price shall be used where applicable and when the Owner and/or Engineer can negotiate a lump sum acceptable to the Contractor and Owner. |
| Force Account: | Force Account Change Orders shall only be used when the Owner and Contractor cannot agree on either the unit price or the lump sum Change Orders. The Contractor shall furnish labor, equipment, and materials to perform force account work as directed by the Engineer in the Change Order. The work shall be prosecuted in a reasonable time and in a reasonable manner. |

01154 Change Order Form

CHANGE ORDER NO. _____

PROJECT: _____

CONTRACTOR: _____

DESCRIPTION: _____

In preparing change orders show in order as separate numbered paragraphs the following:

- | | |
|-----------------------------|-----------------------------|
| 1. Reason for change. | 2. Description of change. |
| 3. Change in contract cost. | 4. Change in contract time. |

(Attach additional sheets as required)

ORIGINAL CONTRACT COST _____

TOTAL APPROVED CHANGE ORDERS _____

TOTAL THIS CHANGE ORDER _____

ADJUSTED CONTRACT COST _____

(Assuming all change orders approved)

ACCEPTED BY: _____ DATE: _____

(Contractor's Representative)

ACCEPTED BY: _____ DATE: _____

(Project Manager)
REVIEWED BY: _____ DATE: _____
(Title)
APPROVED BY: _____ DATE: _____
(Title)

cc: Town Clerk
Contractor
Project File
Engineer

NOTE: Signature of Contractor indicates agreement herewith, including any adjustment in contract sum or contract time.

SECTION 01200 PROJECT MEETINGS

01201 Preconstruction Conference.

A preconstruction conference will be held to discuss preliminary portions of the work, general construction and constraints, and construction scheduling (See Section 01310). The meeting will be held on-site at a time mutually acceptable to the Contractor and the Engineer.

01202 Progress Meetings.

Occasional and/or periodic meetings will be called by the Engineer to discuss progress of the work, especially when unusual or difficult portions of the work are in progress.

A meeting will be called weekly to facilitate coordination requirements for the project preparation of the measurement and payment estimates.

01203 Jobsite Administration.

A. Copies.

The Owner shall furnish the Contractor with three (3) copies of the Contract Documents free of charge. Additional copies may be obtained on request by paying the actual cost, labor, equipment, and material for reproduction.

These Contract Documents shall not be reused for any other work; all liability is accepted by any party reusing said documents.

B. Safety.

The Contractor is solely responsible for safety and protection of persons and property as outlined further in Section 00800.

First Aid equipment should be kept at the jobsite.

Reports shall be made promptly to the Engineer of any claims, deaths or serious injuries occurring as a result of prosecution of the work.

C. Documents at Site.

Maintain and preserve one copy of the Contract Documents on the jobsite during execution of any portion of the work. Said plans shall be available for review by the Owner, Engineer, or other involved entities' inspection agents.

A record set (as-built drawings) of marked up drawings shall also be maintained on site showing all changes in the construction. See Section 01720 for further details.

SECTION 01300 SUBMITTALS

01310 Construction Schedules.

- A. The work shall be scheduled so as to be completed in accordance with the Notice to Proceed. The Contractor shall provide a working schedule at the time of the Pre-Construction meeting. The Contractor is responsible for providing updates the original schedule at the weekly construction meetings.

01340 Shop Drawings, Product Data and Samples.

A. Approval.

Submit, to the Engineer for his review, three copies of shop drawings as required, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment) required for the construction. Shop drawings must be submitted in sufficient time to allow the Engineer not less than ten (10) regular working days for examining the shop drawings.

These shop drawings must be accurate, distinct, and complete, and shall contain all required information, including satisfactory identification of items, units, and assemblies in relation to the contract drawings and specifications.

Unless otherwise approved by the Engineer, shop drawings shall be submitted only by the Contractor, who shall indicate by a signed stamp on the shop drawings, or other approved means, that he (the Contractor) has checked the shop drawings, and that the work shown

is in accordance with Agreement requirements and has been checked for dimensions and relationship with work of all other trades involved. The practice of submitting incomplete or unchecked shop drawings for the Engineer to correct or finish will not be acceptable, and shop drawings which, in the opinion of the Engineer, clearly indicate that they have not been checked by the Contractor will be considered as not complying with the intent of the Contract Documents and will be returned to the Contractor for resubmission in the proper form.

When the shop drawings have been reviewed by the Engineer, two sets of submittals will be returned to the Contractor appropriately marked. If major changes or corrections are necessary, the shop drawing may be rejected, and one set will be returned to the Contractor with such changes or corrections indicated. Correct and resubmit the shop drawings in quadruplicate, unless otherwise directed by the Engineer. Make no changes to resubmitted shop drawings other than those changes indicated by the Engineer, unless such changes are clearly described in a letter accompanying the resubmitted shop drawings.

The review of such shop drawings and catalog cuts by the Engineer shall not relieve the Contractor from responsibility for correctness of dimensions, fabrication details, and space requirements, or for deviations from the contract drawings or specifications, unless the Contractor has called attention to such deviations in the letter accompanying the shop drawings and the Engineer approves the change or deviation.

B. Liability.

In approving equipment for installation in the project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable national, State, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

C. Quality of Materials.

Incorporate only new high quality materials in the work. Furnish evidence of the type and quality of materials upon request as outlined in Section 01400.

D. Substitutions.

Substitution shall be made in accordance with Section 01100.

E. Submittal Schedule.

No payment will be made for work or for materials-on-hand until all submittals requested by the Engineer and required by these documents have been made.

**SECTION 01400
QUALITY CONTROL**

01410 Testing and Laboratory Services.

When called for in the Technical Specifications, provide necessary test pieces, labor, testing and reporting.

Provide all required material, process and testing certificates as required for designated materials, processes, products, and equipment. Certifications shall be made at the point of manufacture by a recognized testing laboratory. Submittals shall be made as outlined in Section 01340.

01420 Inspection.

A. Authority.

The Engineer or his agent shall make periodic checks to verify the quality and progress of the work. His responsibility shall be limited as defined in Section 00720.

The Owner, Engineer, and authorized government agents, and their representatives shall at all times be provided safe access to the work wherever it is in preparation or progress; and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access.

If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, give timely notice of its readiness for inspection. Inspections to be conducted by the Engineer will be promptly made.

The Contractor shall be responsible for costs incurred for standby time for testing services due to Contractor delays.

B. Additional Testing.

The Engineer may require additional testing of portions of the work, including materials, products, processes, and equipment. The costs for tests not required elsewhere by these specifications shall be paid by the Owner where such test show compliance with the Contract Documents; otherwise the costs shall be paid by the Contractor. Additional costs will be computed in accordance with Section 01153. See also Section 00830.

C. Rejected Products, Materials and Equipment.

Any products, materials and equipment condemned or rejected by the Engineer or his authorized inspector because of nonconformity with the Contract Documents shall be removed at once from the vicinity of the work or shall be marked and stored on-site in a location designated by the engineer. The Engineer or his authorized inspector will determine whether the condemned materials and/or equipment are removed from or stored at the construction site.

**SECTION 01550
ACCESS ROADS AND PARKING AREAS**

01551 Access Roads.

Access shall be established by the Engineer and shall be limited to necessary routes to perform the work.

01552 Parking Areas.

Parking, causing street blockage, must be handled in accordance with Section 01570.

**SECTION 01560
TEMPORARY CONTROLS**

01561 Noise Control.

Minimize noise at all times near residential areas. All equipment shall be properly muffled. Do not operate noisy equipment after hours; for work hours, see Section 01017. Equipment falling into such a category includes small gasoline motor driven pumps and generators. The Engineer will only approve after hour operation of the quietest means of achieving necessary results in residential areas.

01562 Dust Control.

When construction procedures result in dust that becomes a nuisance to the Owner, private property and/or traffic, control said dust by a means and in a manner agreeable to the Engineer.

01563 Water Control.

Provide such means as is necessary to control flow of water at the work to prevent damage to the Owner's facilities and to facilities owned by ditch companies and private parties. See also Section 00800.

01566 Debris Control.

Continually police the work to prevent collection and scattering of debris uncovered, loosened, or caused by prosecution of the work.

01567 Pollution Control.

Take extreme caution to prevent spilling or littering of water polluting substances. Do not dump any foreign materials into any portion of the sewer and/or storm sewer collection systems. Provide such labor, equipment, and materials as is necessary to remedy any such pollution.

No burning of debris or any other air polluting methods or equipment will be allowed. All motorized equipment shall be adjusted to minimize exhaust pollution. See also Section 00800.

01568 Erosion Control.

Provide such facilities as might be necessary to prevent erosive damage to the Owner's property or to adjacent properties. See also Section 00800.

**SECTION 01570
TRAFFIC REGULATION**

01571 Traffic Control.

Maintain traffic control in accordance with the "Manual of Uniform Traffic Control Devices" (MUTCD).

01575 Haul Routes.

The Engineer reserves the right to set haul routes in order to protect pavements, both new and old, from heavy loads. These pavements may include, but are not limited to, recently constructed pavements, recently overlaid pavements, and/or pavements whose condition would be significantly damaged by heavy loads.

**SECTION 01600
MATERIAL AND EQUIPMENT**

01610 Transportation and Handling.

Provide adequate equipment and facilities to transport and handle material and equipment. Further requirements are contained in Section 00800 and Section 01575. Handle all material and equipment in accordance with manufacturer's recommendations.

01620 Storage and Protection.

Provide storage for all equipment and materials sufficiently safe for the risks involved. Further requirements are contained in Section 00800. The storage of materials and equipment shall provide suitable protection from dust, dampness, solar radiation, and temperature limitations. Items stored for which partial payments are requested will be subject to Section 01150.

**SECTION 01700
CONTRACT CLOSEOUT**

01710 Cleaning and Restoration.

Return the premises and adjacent properties to conditions existing or better than existing at the time the work was begun. This will include providing labor, equipment, and materials for cleaning, repairing, and replacing facilities damaged or soiled during construction. The Engineer will be the judge of the degree of restoration required. For further details regarding protection of persons and property, see Section 00800.

01720 Project Record Documents.

Maintain on the jobsite, and make available to the Engineer upon request, one current marked-up set of the drawings which accurately indicate all approved variations in the completed work that differ from the design information shown on the drawings. Further, these drawings should reflect all underground obstacles encountered.

These record drawings along with any survey records, photographs and written descriptions of said work as may be required by the Engineer will be submitted prior to project acceptance. See Section 00792 for completion and acceptance.

01750 Bonds.

Provide all repairs or replacements necessitated by defects in materials or workmanship, supplied under the terms of this Agreement, and pay for any damage to other works resulting from such defects for specified items of the work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor shall

assume responsibility for similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components.

The Contractor also agrees to hold the Owner harmless from liability of any kind arising from damage due to said defects as further outlined in Section 00800. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work, and the Contractor and his Surety shall be liable for the cost thereof. Any additional requirements for the project relative to correction of defective work after final acceptance are set forth in Section 00830.

SECTION 01800 MISCELLANEOUS REQUIREMENTS

The Contractor shall provide all incidental materials, equipment, and labor to complete this project as bid.

SECTION 02000 PROJECT SPECIFICATIONS

The Town of Milliken "Construction Specifications and Design Standards", 2019 (hereafter referred to as the "Standard Specifications") are made a part of this Contract by this reference, except as revised herein, and are hereby adopted as the minimum Standard Specifications of Compliance for this project. In those instances where the Standard Specifications conflict with any of the provisions of the preceding Sections of the Contract Documents, the more stringent specification shall apply.

SECTION 03000 PROJECT SPECIAL PROVISIONS AND STANDARD SPECIAL PROVISIONS

2026 Milliken Pavement Rehab Technical Specifications **Mill and Overlay**

The Town of Milliken Department of Public Works 2019 Design Criteria and Construction Specifications Volumes 1, 2, & 3 control construction of this project (hereafter referred to as the "Town Specifications"), except as noted otherwise in these Technical Specifications. The 2021 Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction ("CDOT Specifications") are made a part of this Contract by this reference. In those instances where the CDOT Specifications conflict with any of the provisions of Contract Documents, the governing order of precedence shall be as follows:

1. Contract Agreement
2. Technical Specifications
3. Town Specifications
4. CDOT Specifications

Instances requiring an approval by the "Engineer" shall be understood as requiring approval by the Town of Milliken Public Works Director.

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ITEM 1: COLD MILL

DESCRIPTION

This item shall consist of furnishing all equipment, supervision, labor, and necessary items for removal and disposal of pavements and pavement markings as illustrated in the Plans. It shall also include salvaging and hauling away all planned material, and sawing and cutting to facilitate controlled breaking and removal of concrete and asphalt cement concrete pavement to a neat line. Traffic Control will not be paid separately but shall be included in the bid prices.

CONSTRUCTION REQUIREMENTS

Equipment. The following equipment or its equivalent shall be used:

The CONTRACTOR shall supply all equipment necessary to perform the work, including but not limited to: A planer with sufficient power, traction, and stability shall be required to maintain an accurate depth of cut. The propulsion and guidance system of the planer shall be maintained in such condition that the planer may be operated to straight and true lines without excessive lateral deviation. Operation with broken or missing teeth will not be allowed. Worn teeth shall be replaced if the planer does not produce a uniform surface. A self-loading conveyor shall be an integral part of the planer. Windrows will not be allowed. A sufficient number of brooms shall be used immediately after planing to remove all planed material remaining on the roadway. Signage and traffic control shall be consistent with the Manual of Uniform Traffic Control Device, latest edition. Longitudinal profilograph and trained operator shall also be provided. Equipment shall be approved by the Town. All equipment and machinery shall be kept in good working order, free of leaks and properly muffled. All taxes, licenses and fees shall have been paid and proper licenses and permits shall be posted as required by law.

Procedure.

Prior to beginning planing operations, the CONTRACTOR shall submit a planing plan for approval by the TOWN. This plan shall include as a minimum:

- The number and types of planers to be used.
- The width and location of each planing pass.
- The number and types of brooms to be used, and their locations with respect to the planers. The CONTRACTOR shall have at least one back-up broom on the project at all times in case one of the operating brooms breaks down.
- Traffic control plan.

When planing adjacent to new asphalt cement concrete pavement, the planer shall cut a minimum of 3 inches laterally into the new asphalt cement concrete pavement. When a planed area is adjacent to

Portland cement concrete, the concrete shall be cut with a saw to form a smooth, straight line at the joint with the Portland cement concrete. The asphalt cement concrete pavement shall be broken or chipped away to match the plane depth. Profilograph measurements shall be taken before and after planing. The planed surface shall be no rougher (in inches/mile) than the original surface.

All fines will be removed (with an approved pick-up type broom) immediately after the cold milling operation.

All planed joints perpendicular to traffic that are not paved within the working day that the planing occurred will be protected from damage. The Contractor will place a temporary asphalt wedge, at all locations required for the protection of vehicular traffic, which will be separated from the existing pavement edges with fabric/paper for ease of removal. Temporary asphalt wedges shall be provided at all manholes and valves. Temporary asphalt wedges shall be considered incidental to this item (no separate payment).

Temporary striping (paint) shall be required and considered incidental for any roadway (with existing striping) designated as requiring full or partial width milling where milling removes the pavement markings.

The Contractor shall coordinate the construction activities so that no more than 14-calendar day's pass between edge milling and overlay for residential roadways and no more than 7-calendar day's pass between edge milling and overlay for collector and arterial roadways-unless otherwise approved by the Engineer. The depth of milling (for roadways to be paved) at the concrete gutter line shall be the proposed overlay thickness minus ¼ inch as measured from the top of the gutter lip for catch curbs and equal to the overlay thickness at spill curbs, or as designated by the Engineer.

METHOD OF MEASUREMENT

The quantity to be measured under this item will be square yards of asphalt planing varying (2" Depth). No excess beyond the plan quantities shall be paid. The item will include all items required to plane, remove, haul materials, temporary asphalt wedges, and protect planed edges. Temporary striping (paint) shall be considered incidental to this item for any roadway with existing striping and designated as requiring full width milling.

BASIS OF PAYMENT

The accepted quantities for this item will be square yards for asphalt planing as measured by the Engineer and approved by the Contractor, prior to resurfacing. Failure to approve milling quantities, prior to resurfacing will not be paid. This item will be paid for by the actual quantity of square yard for cold milling satisfactorily completed.

Payment will be made under:

Pay Item
Asphalt Cold Mill

Pay Unit
Square Yard

ITEM 2: ASPHALT OVERLAY

DESCRIPTION

This item will consist of overlaying asphalt Pavement over the milled roadway surface. This item will be installed in conformation with the Plans and as directed by the Engineer. Traffic Control will not be paid separately but shall be included in the bid prices.

CONSTRUCTION REQUIREMENTS

The construction requirements shall be as prescribed in The CDOT Specifications subsections 401.07 through 401.20.

MATERIALS

- Aggregate Design Grading shall be SX (1/2")
- Lab Compaction (gyrations): N (design) shall be 75.
- Grade of Asphalt Binder shall be PG 64-22

METHOD OF MEASUREMENT

The quantity to be measured under this item will be tons of Asphalt Paving delivered, placed, and compacted to the satisfaction of the Engineer. The tonnage will be based on certified weight tickets delivered to the Inspector by each truck arrival on the site. Tack coat and herbicide will not be paid for separately but will be incidental to this item.

BASIS OF PAYMENT

The accepted quantities for this item will be paid for by the actual ton satisfactorily completed in-place as follows:

Payment will be made under:

Pay Item	Pay Unit
Asphalt Paving Material (Grade SX) (1/2")(PG 64-22)	Tons

ITEM 3: PAVEMENT MARKING

DESCRIPTION

This work consists of furnishing and applying pavement marking, and furnishing, installing, and removing temporary pavement marking in accordance with Section 627 of The CDOT Specifications, the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the Colorado supplement thereto, and in conformity to the lines, dimensions, patterns, locations, and details shown on the plans or established. Traffic Control will not be paid separately but shall be included in the bid prices.

MATERIALS

Materials shall conform to the requirements of the following subsections of the CDOT Specifications:

- Paint – 708.05
- Glass Beads – 713.08
- Epoxy Pavement Marking Material – 713.17
- Pavement Primer – 708.07
- Preformed Thermoplastic Pavement Marking Material – 713.13

METHOD OF MEASUREMENT

The quantity to be measured under this item shall be gallons of epoxy pavement marking material for roadway longitudinal striping and square feet of Preformed Thermoplastic Pavement Marking for symbols, crosswalks, and stop bars. Pavement Marking will be paid for by linear feet or square feet installed, completed, and in place to the satisfaction of the engineer. Temporary pavement markings and glass beads will not be paid for separately but shall be considered incidental to these items. Unmarked spaces or gaps between markings will not be included in the measurement.

BASIS OF PAYMENT

The accepted quantities of pavement markings will be paid for at the contract price per linear feet or square feet.

Payment will be made under:

Pay Item	Pay Unit
Yellow Epoxy Lane Striping	Linear Feet
White Epoxy Lane Striping	Linear Feet
White Preform Thermoplastic Pavement Marking (Symbol)	Square Feet
White Preform Thermoplastic Pavement Marking (Crosswalk/Stop)	Square Feet

ITEM 4: MOBILIZATION

DESCRIPTION

This work consists of the mobilization of personnel, equipment, and supplies at the project site in preparation for work on the project. This item shall also include the establishment of the Contractor's offices, buildings and other necessary facilities, and all other costs incurred or labor and operations that must be performed prior to beginning the other items under the Contract.

BASIS OF PAYMENT

Payment will be made under:

Pay Item

Mobilization

Pay Unit

Lump Sum

ITEM 5: TRAFFIC CONTROL

DESCRIPTION

This work shall conform to Section 630 of the CDOT Specifications, which shall include, but not be limited to, implementation of a Transportation Management Plan Traffic Control Supervisor.

METHOD OF MEASUREMENT

Traffic Control will not be measured separately but shall be included with the respective bid items 1 through 3.

BASIS OF PAYMENT

Traffic Control shall be paid as incidental to the respective bid items 1 through 3.

ITEM 6: EROSION CONTROL

DESCRIPTION

This item shall consist of constructing, installing, maintaining, and removing BMPs as required by the contract documents and determined by the Engineer during the life of the contract to control stormwater quality, water pollution, soil erosion, and siltation. All BMPs must meet the requirements of the Mile High Flood District's Urban Storm Drainage Criteria Manual, Volume 3 or Section 208 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, unless otherwise approved by the Town.

It is the Contractors responsibility to determine the number and locations of BMPs required for this project.

MATERIALS

Materials shall be in conformance with the Mile High Flood District's Urban Storm Drainage Criteria Manual, Volume 3 or Section 208 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, unless otherwise approved by the City.

CONSTRUCTION REQUIREMENTS

Construction requirements shall be in accordance with the Mile High Flood District's Urban Storm Drainage Criteria Manual, Volume 3 or Section 208 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, unless otherwise approved by the City.

METHOD OF MEASUREMENT

The items required to meet the requirements for stormwater quality will not be individually measured and payment will be made at the contract Lump Sum price.

BMP implementation, installation, maintenance, operation, and removal will not be measured or paid for separately but shall be included in the project.

Disposal of sediment will not be measured or paid for separately but shall be included in the project.

BASIS OF PAYMENT

Payment will be made at the contract Lump Sum price. This price shall be full compensation for all labor, materials, and equipment necessary to complete the work in accordance with this specification. Included in the payment of this item shall be any costs associated with stormwater quality and implementation of BMPs.

Payment will be made under:

Pay Item	Pay Unit
Erosion Control	Lump Sum



12.d.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Kevin Koelbel, Community Development
Director

Meeting Date:
April 8, 2026

Via: Cheryl Powell, Town Administrator

Item Category: Contracts

Agenda Title: Authorization to Execute Agreement with GLH Construction for Meadow Farms Equestrian Trail Improvements

Attachments:

1. GLH Contract
2. RFP 2026 Milliken Meadow Farms Trail
3. GLH Construction Proposal
4. Meadow Farms Equestrian Trail Bid Results

PURPOSE

The Community Development Department is seeking the Board to authorize the Mayor to execute an agreement with GLH Construction in the amount of \$136,400.65 for the installation and improvements for the Meadow Farms Equestrian Trail.

BACKGROUND

The Town issued RFP No. 04-2026 on February 26, 2026, soliciting proposals from qualified contractors to construct an equestrian trail within the Meadow Farms Subdivision. The project is intended to complete previously planned improvements and provide a safe, durable, and functional trail system for residents. The scope of work generally includes clearing and grading of the trail corridor, installation of crusher fines surfacing, drainage improvements, signage, and related trail infrastructure. The project must be completed no later than June 30, 2026.

A total of ten (10) bids were received by the March 31, 2026 deadline. Staff reviewed all submitted proposals for responsiveness, completeness, and ability to meet the project requirements outlined in the RFP. Following review of the submitted proposals, GLH Construction was determined to be the lowest responsive and responsible bidder, submitting a total bid of \$136,400. The evaluation considered pricing, completeness of the proposal, and the firm's ability to perform the work within the required timeframe.

GLH Construction's proposal met the requirements of the RFP and demonstrated the capacity to complete the project in accordance with Town standards.

BUDGET IMPLICATIONS

The Town received funds for this project in a prior year and those funds will then need to be appropriated for this project as it was not a budgeted item due to not knowing when the project would be completed.

STAFF RECOMMENDATIONS

Staff recommends that the Board of Trustees approve the Agreement with GLH Construction for Meadow Farms Equestrian Trail Improvements

SUGGESTED MOTION

"I move to execute an agreement with GLH Construction for Meadow Farms Equestrian Trail Improvements in the amount of \$136,400.65"

**TOWN OF MILLIKEN, COLORADO
CONSTRUCTION AGREEMENT
Project Number 04-2026 ("Project")**

This Construction Agreement ("Construction Agreement") is made and entered into by and between the TOWN OF MILLIKEN, COLORADO, a municipal corporation of the State of Colorado, with offices at 1101 Broad Street, Milliken, Colorado 80543 (the "**Town**" or "**Owner**"), and GLH Construction LLC whose address is 780 E. Garden Drive, Windsor, CO 80550 (the "**Contractor**").

WITNESSETH

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

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

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

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

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Construction Agreement as described in detail in the Contract Documents ("Work" or "Scope of Work"). In addition, the Contractor shall provide and perform all necessary labor in accordance with the standards set forth in section 6.00 and in accordance with the conditions and prices stated in the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner's official award of this Construction Agreement to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof. The Contractor warrants that it will ensure that all lower tier contractors and material suppliers, including without limitation subcontractors and sub-subcontractors, will be obligated to comply with the terms of this Construction Agreement as it relates to their own contractual obligations.

2.00 THE CONTRACT DOCUMENTS: This Construction Agreement incorporates all the other Contract Documents, to the extent they exist, which together with this Construction Agreement represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. To the extent there is any conflict between this Construction Agreement and any of the other Contract Documents, the terms of this Construction Agreement shall prevail; provided however that as to any design or specification issues, to the extent such exist, the Design Documents, Specifications, volumes of the Milliken Design Criteria and Construction Specifications (if checked below), and any pertinent Change Orders and agreements under section 7.00 shall control over the other Contract Documents. The Contract Documents consist of this Construction Agreement and, to the extent they exist or (where noted) are hereafter created, the following documents:

1. Invitation for Bid
 2. Request for Proposals and Instructions to Bidders
 3. Contractor's Bid
 4. Performance Bond
 5. Payment Bond
 6. Notice of Award
 7. Advertisement Set
 8. Bid Bond
 9. General Conditions
 10. Special Provisions
 11. Design Documents
 12. Specifications
 13. The following volumes of the Milliken Design Criteria and Construction Specifications if the box is checked (available via the URL indicated):
 - ☐ Volume I (Water and Sewer Utilities) (<https://co-milliken.civicplus.com/DocumentCenter/View/368>)
 - ☐ Volume II (Storm Drainage) (<https://co-milliken.civicplus.com/DocumentCenter/View/367>)
 - ☐ Volume III (Streets) (<https://co-milliken.civicplus.com/DocumentCenter/View/365>)
 14. Any Performance Bond, Payment Bond, or other instrument listed above if and when hereafter created or received.
 15. Notice to Proceed (when hereafter created)
 16. Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Construction Agreement (when hereafter created)
 17. Other:
-
-

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Construction Agreement shall commence as of the date the Agreement is fully executed by both parties ("Effective Date") and shall continue through 06/30/2026 or until the Scope of Work is completed.

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

☐ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of \$.00 **per day** for each day after the contract time frame expires.

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

If either of the above boxes is checked, (a) the parties intend the amount specified to be "liquidated damages" and not a penalty and (b) it is agreed that as of the Effective Date (i) it is difficult to ascertain the amount of actual damages that will result from the delay and (ii) the amount specified is a reasonable estimate of the presumed actual damages that the delay would cause. Such liquidated damages for delay are in addition to any other damages that may be owed for any other breach besides delay.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Construction Agreement, and the Contractor will accept as full compensation therefore the sum of:

One Hundred Thirty-Six Thousand Four Hundred DOLLARS and 65 CENTS (\$136,400.65) subject to adjustment as provided by the Contract Documents ("Contract Price").

a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Construction Agreement and the delivery of all improvements embraced in this Construction Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Construction Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

b. By the 25 day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold five percent (5%) of payments to Contractor.

6.00 ACCEPTANCE, FINAL PAYMENT, AND WARRANTY: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 38-26-107.

Contractor warrants to Owner that all construction and related services provided hereunder shall be performed in a first-class and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of this Construction Agreement, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements.

If this Construction Agreement obligates the Contractor to provide design or engineering services, then the Contractor additionally warrants to the Owner that all such services will, at a minimum, conform to the standard of care required of individuals providing similar design or engineering services who are properly trained and experienced and, if applicable, certified or credentialed. Owner's review or approval of any plans, specifications, or other design or engineering documents shall not constitute a waiver by Owner of any of the Contractor's warranties or obligations under this paragraph.

The guaranty period shall be two years from the date of completion and acceptance ("Guaranty Period"). If, within the Guaranty Period any of the Work is found to be not in accordance with the requirements of this Construction Agreement, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, which shall be within the discretion of the Owner to give. This obligation shall survive termination of the Construction Agreement. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to any obligations owed by the Contractor under this Construction Agreement. Establishment of the Guaranty Period relates only to the specific obligation of the

Contractor to correct the Work if notified to do so and has no relationship to the time within which the obligation to comply with the Contract Documents may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations. Correction of the Work by the Contractor shall not bar the Owner from seeking damages resulting from any breach of this Construction Agreement.

7.00 MODIFICATIONS AND AMENDMENTS: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

If in the course of performing the Work the Contractor encounters or becomes aware of any condition or circumstance of any kind that could delay the Work or increase the cost of the Work, the Contractor shall immediately give written notice to the Town of such condition or circumstance. If the Contractor fails to give such notice to the Town within three business days of first encountering or becoming aware of such condition or circumstance, then (a) the Contractor will be deemed to have agreed to fully resolve the condition or circumstance at the Contractor's own expense and within existing construction schedules and (b) the contractor will be deemed to have waived any claim for additional compensation or time to accommodate the condition or circumstance. Any notice given by the Contractor under this paragraph will include the Contractor's best estimate of the cost and delay impact of the condition or circumstance upon which the notice is based.

If any notice is given by the Contractor under the preceding paragraph, the parties will endeavor to resolve the matter by good faith negotiations. Absent an express, written directive to the contrary given by the Town to the Contractor, the Contractor must continue to perform the Work during such negotiations and any subsequent dispute resolution processes. If good faith negotiations do not resolve the issues raised by the Contractor's notice within fifteen days of such notice, then the Contractor must initiate non-binding mediation with the Town within thirty days of the original notice. Absent written consent to an alternative mediation plan by both parties, non-binding mediation may be initiated by filing for mediation with the American Arbitration Association ("AAA") under the AAA's Construction Industry Mediation Procedures in effect on the Effective Date. The parties shall share the mediator's fee and any filing fees equally. If the Contractor fails to initiate mediation within thirty days of the original notice then (a) the Contractor will be deemed to have agreed to fully resolve the condition or circumstance at the Contractor's own expense and within existing construction schedules and (b) the contractor will be deemed to have waived any claim for additional compensation or time to accommodate the condition or circumstance. Any court litigation will be stayed until the earlier of (a) the date mediation under this paragraph terminates and (b) the 181st day after the notice was given by the Contractor under the preceding paragraph.

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

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

e. Contractor shall have on site at all times an English speaking agent of Contractor who is capable of reading and thoroughly understanding all plans and specifications, who is thoroughly experienced in the type of work being performed, and who will be the point of contact for the Town for non-English speaking on-site personnel of Contractor. The English speaking on-site agent must have the ability to communicate with and translate to the foreign language of all non-English speaking on-site personnel of Contractor to assure that the ability to communicate vital information is readily available. If the non-English speaking on-site personnel of Contractor are divided into work groups, it shall remain the responsibility of Contractor that an English speaking on-site agent is provided so as to ensure that the ability to communicate vital information is still readily available to all non-English speaking on-site personnel of Contractor.

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

a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this Construction Agreement.

b. Comprehensive General liability insurance with minimum limits of One MILLION DOLLARS (1,000,000) per each occurrence, AND One MILLION DOLLARS (1,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than One MILLION DOLLARS (1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this Construction Agreement.

d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this Construction Agreement at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch gears, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the

required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

Each certificate of insurance shall identify this Construction Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the Guaranty Period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

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

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, breaches of contract (including this Construction Agreement), or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Construction Agreement. The Contractor is not obligated to indemnify the Town for the Town's own negligence.

13.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- a. The Town may serve written notice upon the Contractor of its intention to terminate this Construction Agreement in the presence of one of the following events of default:
 - i. Contractor should fail to initiate the Scope of Work at the agreed upon time;
 - ii. The performance of the Scope of Work is being unnecessarily or

unreasonably delayed;

- iii. The Scope of Work is not completed within the time specified or within the time to which completion of the Scope of Work has been extended;
- iv. Contractor should fail to make prompt payments for labor, materials or to subcontractors;
- v. Contractor shall abandon performance of the Scope of Work;
- vi. The Contract or any part thereof has been assigned, transferred or sublet without Town approval;
- vii. Contractor shall become insolvent or adjudged bankrupt;
- viii. Contractor shall refuse to remove materials or perform any work within the Scope of Work as shall have been rejected as defective or unsuitable; or
- ix. Contractor shall otherwise violate this Construction Agreement or disregard laws, ordinances or instructions of the Town.

b. Such written notice shall contain the reasons for the intention to terminate this Construction Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Construction Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Construction Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

14.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION: The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation premiums or benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION

BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONSTRUCTION AGREEMENT.

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

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

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

17.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Construction Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Milliken, Colorado.

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

19.00 NOTICE: Any notice required or permitted by this Construction Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town:	Town of Milliken Attention: Town Administrator 1101 Broad Street Milliken, CO 80543
With copies to:	Atten: Matthew T. Gould Bell, Gould, Linder & Scott, P.C. 318 East Oak Street Fort Collins, CO 80524
Contractor:	GLH Construction LLC Attention: Stephen J. Kaspar 780 E Garden Drive, Windsor, CO 80550

20.00 APPROPRIATIONS:

- a. The amount of money appropriated by the Owner is equal to or in excess of the Contract Price.
- b. Notwithstanding any other provision of this Construction Agreement to the contrary, the following is prohibited: The issuance of any contract modification, as defined in section 24-101-301(10), or other form of modification or directive by the Owner requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Construction Agreement to exceed the amount appropriated for the original contract, unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in this Construction Agreement.
- c. Notwithstanding any other provision of this Construction Agreement to the contrary, for any form of modification or directive by the Owner requiring additional compensable work to be performed, the Owner must reimburse the Contractor for the Contractor's costs on a periodic basis, as set forth herein, for all additional directed work performed until a modification of this Construction Agreement is finalized. In no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the Owner for the additional compensable work to be performed.
- d. The parties understand and acknowledge that the Owner is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Construction Agreement. It is understood and agreed that this Construction Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Construction Agreement to the contrary, all payment obligations of the Owner are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Owner's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Owner payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the laws, rules, regulations, and resolutions of the State of Colorado and the Town of Milliken, and other applicable law. Upon the failure to appropriate such funds, this Construction Agreement shall be terminated.

22.00 ADDITIONAL PROVISIONS: The following additional provisions, if any, are agreed upon and approved by the parties:

- a.

SIGNATURE PAGE FOLLOWS

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

TOWN OF MILLIKEN:

☐ Board of Trustees *(for contracts exceeding \$50,000 pursuant to the Town of Milliken Financial Policies)*

ATTEST:

By: _____
Caree Rinebarger, Town Clerk

By: _____
Elizabeth Austin, Mayor

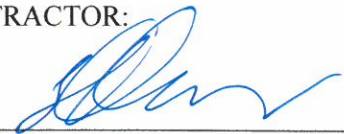
OR

☐ Town Administrator *(for contracts \$50,000 or less pursuant to the Town of Milliken Financial Policies)*

By: _____
Cheryl Powell, Town Administrator

Date of Execution: _____

CONTRACTOR:

By:  _____

Printed Name: Stephen J. Kaspar

Title: President



Town of Milliken

REQUEST FOR PROPOSALS MEADOW FARMS SUBDIVISION EQUESTRIAN TRAIL

Request for Proposal No: 04-2026;

Date of Issue:
February 26, 2026

Proposal Closing Date and Time:
March 31, 2026, 2:00 p.m.

Submit To:

Town of Milliken
Attn: Courtney Diller
1101 Broad Street
Milliken, CO 80543

REQUEST FOR PROPOSALS

RFP NO. 04-2026

The Town of Milliken (Town), Colorado is soliciting written sealed proposals from qualified firms to complete an equestrian trail in the Meadow Farms Subdivision. This request for proposal allows the Town of Milliken to select one provider that best meets the needs of the Town, taking into consideration the firm's qualifications, products and service capabilities, and other factors relevant to the Town's policies, programs, administrative resources and budget.

To be eligible for consideration, the proposing firm must be capable of providing the services as noted herein and must also meet all other criteria outlined in this Proposal.

Proposals are to be addressed and delivered in a sealed envelope to the Town of Milliken, Attention: Kevin Koelbel, in accordance with the Instruction to Proposers and all other requirements as referenced in this RFP. Proposals will be received until the proposal closing date and time set forth on the cover page of this RFP.

The Town reserves the right to modify the timeline at any time. Should the proposal submission deadline change, all prospective proposers will be notified through Bid Net.

I. BACKGROUND

The Meadow Farms Subdivision was originally planned to include an equestrian trail for use by residents. However, this project was not completed by the developer and the Town of Milliken is now moving forward to complete the trail. The goal of the project is to provide a safe, durable and well-constructed equestrian trail that enhances the community by providing connectivity and usability. The Town is seeking a qualified and experienced firm to complete the work in accordance with the specifications provided.

II. INSTRUCTION TO PROPOSERS

1. Hard copy submittals are due at the Town of Milliken, Town Office at 1101 Broad Street, Milliken, CO 80543, for time and date recording on or before 2:00 p.m. on Tuesday, March 31, 2026.
2. All inquiries regarding the Request for Proposal shall be submitted, in writing, to the Town's Office via email to kkoelbel@millikenco.gov with "RFP 04-2026 Questions" in the subject line, by 4:00 p.m. on Thursday, March 19, 2026. Any interpretation of, or change made to the RFP will be made by written addendum no later than 4:30 p.m. on Monday, March 23, 2026. The Town will not be responsible for the accuracy of any oral explanations, interpretations or representations. It is the responsibility of each proposing firm to verify that every addendum has been received prior to submitting proposals.

3. Two (2) copies of the submittals shall be submitted along with an electronic copy of the submittal in PDF format on a USB thumb drive. All materials shall be enclosed in a sealed package, and each package marked and addressed as directed. Each package shall be legibly marked in the upper left-hand corner with the name and address of the respondent identified as follows:
 - RFP Number:
 - RFP Title:
 - Closing Date and Time:
 - Proposer's Name and Address:
4. All proposals must be received by authorized town staff by the closing date and time deadline specified. The validation of the time and date received will be recorded at the time of submittal by authorized town staff. Any proposer may withdraw his/her/its proposal at any time prior to the RFP Closing Date and Time.
5. Each proposal must contain a unit bid price for each item shown in the bidding schedule. Failure to include unit bid prices may be cause for rejection.
6. Proposals must be dated and signed by a duly authorized person or corporate officer, with that person's name and title clearly identified. All of the proposal terms, conditions, contents, fees and charges shall be guaranteed by the proposer for a minimum of ninety (90) days from the date of submission of the proposal to the Town.
7. The Town Board reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Town of Milliken and in compliance with the State of Colorado requirements.

III. TERMS AND CONDITIONS

1. All proposing firms, by their signature, agree to comply with all of the terms, conditions, requirements, and instructions of this RFP as stated in this RFP. Each proposer shall furnish the information required in the proposal.
2. The Contract will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposal, will be most advantageous to the Town of Milliken.
3. The Town of Milliken reserves the right to reject any or all proposals and to waive informalities and minor irregularities in responses received, and to accept any portion of or all items proposed if deemed in the best interest of the Town of Milliken to do so.
4. A signed purchase order and contract furnished to the successful consultant team results in a binding contract without further action by either party.
5. Late or unsigned proposals will not be accepted or considered. It is the responsibility of consultant team to ensure that their proposal arrives at the designated place prior to the time indicated in the "Request for Proposals."
6. Any interpretation, correction or change of the RFP documents will be made through Addenda. Interpretations, corrections and changes of the proposal documents made in

any other manner will not be binding, and consultant team shall not rely upon such interpretations, corrections and changes. The Town's Representative will not be responsible for oral clarification.

7. Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposal" and any resulting contract is subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et. seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor any component will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

IV. SCOPE OF WORK

The Town of Milliken will contract with a qualified firm to conduct improvements to the Meadow Farms Subdivision by constructing an equestrian trail. Resources available for preparation of a proposal are listed on Pages 33 through 35 of this RFP. Firms are encouraged to review the provided resources, and any others needed to submit a robust response. This project is an inclusive, not-to-exceed contract. The equestrian trail shall include the following components:

- Construct the trail conforming to the survey of trail location (easements) to ensure proper placement and avoid encroachments outside of the platted easements.
- Confirm the trail alignment with Town staff when necessary. Coordination with Town staff is anticipated during construction of the project.
- Clear the trail easement of debris, vegetation and obstacles as needed while minimizing impacts to surrounding areas. Coordinate with private property owners as needed.
- Excavate, grade and compact the trail subgrade to 95% compaction, test compaction every 500 feet to ensure long-term durability and stability. Trail should match surrounding terrain after grading and installation of trail material. The project does not contemplate an elevated trail.
- Install crusher fines surfacing or similar equestrian friendly materials (Breeze, etc.), ensuring proper 4" depth.
- Install six (6), 18" corrugated HDPE drainage pipe with flared end sections.
- Incorporate improvements to prevent erosion of the trail and ensure the trail system will not impede stormwater drainage. Please identify all components.
- Install signage and trail markers. Please provide a sample of signage with size, signage post and trail markers.
- Deadline for completion is not later than June 30, 2026.

PROPOSAL RESOURCES:

- Plat showing location of equestrian trail (Page 33).

- Survey of fence encroachment into easement (Page 34)
- Bid Tab (Page 35).

V. SUBMITTAL REQUIREMENTS

1. Proposal Format

Qualified firms interested in performing the work described in this request for proposals should submit the following information to the Town in the order described.

Firm History:

- Provide a *brief* history and overview of the firm with special emphasis on the understanding of this solicitation and how the company proposes to fulfill the needs of the Town of Milliken and Statutory Requirements, including but not limited to the following information:
 - Name, address and telephone number of the firm.
 - Type of organization (individual, partnership, corporation, or other).
 - Principals of the firm and associated contact information.

Capability:

- Provide similar project information that includes project name, location and description of services for three (3) representative Town or County jurisdictions. Provide information on individuals whom we may contact for references. Please include any subcontractors and their assigned duties.

Team and Organizational Chart:

- Provide resumes of key personnel that demonstrate your firm's knowledge and experience in trail design and construction.
- Person to be in charge of the project (point of contract).
- Names and functions of personnel in the organization who may work on equestrian trail.
- Names and functions of personnel in the organization who work on other current Milliken projects, if any.

Availability:

- The Town of Milliken is interested in ascertaining that the successful firm has the necessary staff and resources to complete the scope of work within the established deadline.
 - Explain how your firm will approach this requirement and current project workload.

Detailed Budget:

- Provide a budget with total costs to complete the scope of work and all deliverables. The Town will not release the project budget. The proposal shall include a budget that reflects the actual costs to complete the scope of work and deliverables. (See Exhibit B). **This is a not-to-exceed contract.** All budgets must reflect actual costs of materials and labor. Cost overruns will be the responsibility of the selected contractor.

Additional Information:

- Include any other information that you feel is appropriate to assist the Evaluation Committee in the selection process.
- Include any awards for work performed for innovative approaches illustrating, for example, collaborative, sustainable, and/or unique approaches to trail development. Note the organization recognizing the project, the date and a brief description of the project on not more than one page.

2. Insurance Requirements

Insurance amounts are the minimum required. Proof of current insurance must be provided with your proposal in the form of a sample certificate. See sample contract for insurance requirements.

VI. SELECTION CRITERIA

Town staff will review and evaluate qualification materials and analyze them for the consultant's anticipated ability to successfully provide services. Two or more applicants may be selected for interviews by a committee of Town representatives. Criteria used to select a consultant will include the following factors:

- Experience in equestrian trail construction.
- Expertise in designing and constructing functional, durable trails for equestrian use.
- Documented ability to perform scope of work on time and within budget.

The Town reserves the right to accept or reject any submittal, either in part or in whole, if the Town deems that it is in the best interest of the Town to do so.

Evaluation criteria that will be used are:

Criteria	Standard	Weighting Factor
Understanding & Completeness	The proposal shows a clear understanding of the project goals, scope, and requirements. It addresses all tasks and deliverables with a practical, well-organized approach.	10%
Firm Capability	Experience in developing equestrian trails.	30%

Firm Availability	Availability and commitment of key members of the proposer's team, and other resources needed to complete work including current project workload.	20%
Key Team Members' Experience and Qualifications	Experience and qualifications of key team members who will be involved in providing services.	30%
Management Qualifications & Financial Capability	Qualifications of the consultant in terms of the ability, experience and reliability in performing and managing work within schedule and budget.	10%

SAMPLE AGREEMENT. TO BE FINALIZED WITH SELECTED CONTRACTOR.

**TOWN OF MILLIKEN, COLORADO
CONSTRUCTION AGREEMENT
Project Number XXXXX ("Project")**

This Construction Agreement ("Construction Agreement") is made and entered into by and between the TOWN OF MILLIKEN, COLORADO, a municipal corporation of the State of Colorado, with offices at 1101 Broad Street, Milliken, Colorado 80543 (the "Town" or "Owner"), and _____, whose address is _____ (the "Contractor").

WITNESSETH

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

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

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

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

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Construction Agreement as described in detail in the Contract Documents ("Work" or "Scope of Work"). In addition, the Contractor shall provide and perform all necessary labor in accordance with the standards set forth in section 6.00 and in accordance with the conditions and prices stated in the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner's official award of this Construction Agreement to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof. The Contractor warrants that it will ensure that all lower tier contractors and material suppliers, including without limitation subcontractors and sub-subcontractors, will be obligated to comply with the terms of this Construction Agreement as it relates to their own contractual obligations.

2.00 THE CONTRACT DOCUMENTS: This Construction Agreement incorporates all the other Contract Documents, to the extent they exist, which together with this Construction Agreement represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. To the extent there is any conflict between this Construction Agreement and any of the other Contract Documents, the terms of this Construction Agreement shall prevail; provided however that as to any design or specification issues, to the extent such exist, the Design Documents, Specifications, volumes of the Milliken Design Criteria and Construction Specifications (if checked

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below), and any pertinent Change Orders and agreements under section 7.00 shall control over

the other Contract Documents. The Contract Documents consist of this Construction Agreement and, to the extent they exist or (where noted) are hereafter created, the following documents:

1. Invitation for Bid
2. Request for Proposals and Instructions to Bidders
3. Contractor's Bid
4. Performance Bond
5. Payment Bond
6. Notice of Award
7. Advertisement Set
8. Bid Bond
9. General Conditions
10. Special Provisions
11. Design Documents
12. Specifications
13. The following volumes of the Milliken Design Criteria and Construction Specifications if the box is checked (available via the URL indicated):
 - ☐ Volume I (Water and Sewer Utilities) (<https://co-milliken.civicplus.com/DocumentCenter/View/368>)
 - ☐ Volume II (Storm Drainage) (<https://co-milliken.civicplus.com/DocumentCenter/View/367>)
 - ☐ Volume III (Streets) (<https://co-milliken.civicplus.com/DocumentCenter/View/365>)
14. Any Performance Bond, Payment Bond, or other instrument listed above if and when hereafter created or received.
15. Notice to Proceed (when hereafter created)
16. Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Construction Agreement (when hereafter created)
17. Other:

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Construction Agreement shall commence as of the date the Agreement is fully executed by both parties ("Effective Date") and shall continue through _____ or until the Scope of Work is completed.

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

☐ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of \$_____.00 per day for each day after the contract time frame expires.

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

If either of the above boxes is checked, (a) the parties intend the amount specified to be "liquidated damages" and not a penalty and (b) it is agreed that as of the Effective Date (i) it is difficult to ascertain the amount of actual damages that will result from

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the delay and (ii) the amount specified is a reasonable estimate of the presumed actual damages that the delay would cause. Such liquidated damages for delay are in addition to any other damages that may be owed for any other breach besides delay.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Construction Agreement, and the Contractor will accept as full compensation therefore the sum of:

(Written) _____ DOLLARS (\$_____.00) subject to adjustment as provided by the Contract Documents ("Contract Price").

a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Construction Agreement and the delivery of all improvements embraced in this Construction Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Construction Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

b. By the ____ day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold five percent (5%) of payments to Contractor.

6.00 ACCEPTANCE, FINAL PAYMENT, AND WARRANTY: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 38-26-107.

Contractor warrants to Owner that all construction and related services provided hereunder shall be performed in a first-class and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of this Construction Agreement, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements.

If this Construction Agreement obligates the Contractor to provide design or engineering services, then the Contractor additionally warrants to the Owner that all such services will, at a minimum, conform to the standard of care required of individuals providing similar design or engineering services who are properly trained and experienced and, if applicable, certified or credentialed. Owner's review or approval of any plans, specifications, or other design or engineering documents shall not constitute a waiver by Owner of any of the Contractor's warranties or obligations under this paragraph.

The guaranty period shall be two years from the date of completion and acceptance ("Guaranty Period"). If, within the Guaranty Period any of the Work is found to be not in accordance with the requirements of this Construction Agreement,

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the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, which shall be within the discretion of the Owner to give. This obligation shall survive termination of the Construction Agreement. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to any obligations owed by the Contractor under this Construction Agreement. Establishment of the Guaranty Period relates only to the specific obligation of the Contractor to correct the Work if notified to do so and has no relationship to the time within which the obligation to comply with the Contract Documents may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations. Correction of the Work by the Contractor shall not bar the Owner from seeking damages resulting from any breach of this Construction Agreement.

7.00 MODIFICATIONS AND AMENDMENTS: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

If in the course of performing the Work the Contractor encounters or becomes aware of any condition or circumstance of any kind that could delay the Work or increase the cost of the Work, the Contractor shall immediately give written notice to the Town of such condition or circumstance. If the Contractor fails to give such notice to the Town within three business days of first encountering or becoming aware of such condition or circumstance, then (a) the Contractor will be deemed to have agreed to fully resolve the condition or circumstance at the Contractor's own expense and within existing construction schedules and (b) the contractor will be deemed to have waived any claim for additional compensation or time to accommodate the condition or circumstance. Any notice given by the Contractor under this paragraph will include the Contractor's best estimate of the cost and delay impact of the condition or circumstance upon which the notice is based.

If any notice is given by the Contractor under the preceding paragraph, the parties will endeavor to resolve the matter by good faith negotiations. Absent an express, written directive to the contrary given by the Town to the Contractor, the Contractor must continue to perform the Work during such negotiations and any subsequent dispute resolution processes. If good faith negotiations do not resolve the issues raised by the Contractor's notice within fifteen days of such notice, then the Contractor must initiate non-binding mediation with the Town within thirty days of the original notice. Absent written consent to an alternative mediation plan by both parties, non-binding mediation may be initiated by filing for mediation with the American Arbitration Association ("AAA") under the AAA's Construction Industry Mediation Procedures in effect on the Effective Date. The parties shall share the mediator's fee and any filing fees equally. If the Contractor fails to initiate mediation within thirty days of the original notice then (a) the Contractor will be deemed to have agreed to fully resolve the condition or circumstance at the Contractor's own expense and within existing construction schedules and (b) the contractor will be deemed to have waived any claim for additional compensation or time to accommodate the condition or circumstance. Any court litigation will be stayed until the earlier of (a) the date mediation under this paragraph terminates and (b) the 181st day after the notice was given by the Contractor under the preceding paragraph.

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

a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.

c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.

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d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

e. Contractor shall have on site at all times an English speaking agent of Contractor who is capable of reading and thoroughly understanding all plans and specifications, who is thoroughly experienced in the type of work being performed, and who will be the point of contact for the Town for non-English speaking on-site personnel of Contractor. The English speaking on-site agent must have the ability to communicate with and translate to the foreign language of all non-English speaking on-site personnel of Contractor to assure that the ability to communicate vital information is readily available. If the non-English speaking on-site personnel of Contractor are divided into work groups, it shall remain the responsibility of Contractor that an English speaking on-site agent is provided so as to ensure that the ability to communicate vital information is still readily available to all non-English speaking on-site personnel of Contractor.

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

a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this Construction Agreement.

b. Comprehensive General liability insurance with minimum limits of _____ MILLION DOLLARS (\$____,000,000) per each occurrence, AND _____ MILLION DOLLARS (\$____,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than _____ MILLION DOLLARS (\$____,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this Construction Agreement.

d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this Construction Agreement at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch gears, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$ __,000,000).

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

Each certificate of insurance shall identify this Construction Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the Guaranty Period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

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

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, breaches of contract (including this Construction Agreement), or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Construction Agreement. The Contractor is not obligated to indemnify the Town for the Town's own negligence.

13.00 EVENTS OF AND TERMINATION FOR DEFAULT:

a. The Town may serve written notice upon the Contractor of its intention to terminate this Construction Agreement in the presence of one of the following events of default:

i. Contractor should fail to initiate the Scope of Work at the agreed upon
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time;

- ii. The performance of the Scope of Work is being unnecessarily or unreasonably delayed;
- iii. The Scope of Work is not completed within the time specified or within the time to which completion of the Scope of Work has been extended;
- iv. Contractor should fail to make prompt payments for labor, materials or to subcontractors;
- v. Contractor shall abandon performance of the Scope of Work;
- vi. The Contract or any part thereof has been assigned, transferred or sublet without Town approval;
- vii. Contractor shall become insolvent or adjudged bankrupt;
- viii. Contractor shall refuse to remove materials or perform any work within the Scope of Work as shall have been rejected as defective or unsuitable; or
- ix. Contractor shall otherwise violate this Construction Agreement or disregard laws, ordinances or instructions of the Town.

b. Such written notice shall contain the reasons for the intention to terminate this Construction Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Construction Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Construction Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

14.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION: The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation premiums or benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY

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OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONSTRUCTION AGREEMENT.

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

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

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

17.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Construction Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Milliken, Colorado.

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

19.00 NOTICE: Any notice required or permitted by this Construction Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town:	Town of Milliken	
	Attention: Town Administrator	
	1101	Broad Street
	Milliken, CO 80543	

With copies to:	Atten: Matthew T. Gould
	Bell, Gould, Linder & Scott, P.C.
	318 East Oak Street
	Fort Collins, CO 80524

Contractor:

With a copy to:

20.00 APPROPRIATIONS:

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a. The amount of money appropriated by the Owner is equal to or in excess of the Contract Price.

b. Notwithstanding any other provision of this Construction Agreement to the contrary, the following is prohibited: The issuance of any contract modification, as defined in section 24-101-301(10), or other form of modification or directive by the Owner requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Construction Agreement to exceed the amount appropriated for the original contract, unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in this Construction Agreement.

c. Notwithstanding any other provision of this Construction Agreement to the contrary, for any form of modification or directive by the Owner requiring additional compensable work to be performed, the Owner must reimburse the Contractor for the Contractor's costs on a periodic basis, as set forth herein, for all additional directed work performed until a modification of this Construction Agreement is finalized. In no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the Owner for the additional compensable work to be performed.

d. The parties understand and acknowledge that the Owner is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Construction Agreement. It is understood and agreed that this Construction Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Construction Agreement to the contrary, all payment obligations of the Owner are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Owner's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Owner payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the laws, rules, regulations, and resolutions of the State of Colorado and the Town of Milliken, and other applicable law. Upon the failure to appropriate such funds, this Construction Agreement shall be terminated.

22.00 ADDITIONAL PROVISIONS: The following additional provisions, if any, are agreed upon and approved by the parties:

a.

SIGNATURE PAGE FOLLOWS

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

TOWN OF MILLIKEN:

☐ Board of Trustees *(for contracts exceeding \$50,000 pursuant to the Town of Milliken Financial Policies)*

ATTEST:

By: _____
Caree Rinebarger, Town Clerk

By: _____
Elizabeth Austin, Mayor

OR

☐ Town Administrator *(for contracts \$50,000 or less pursuant to the Town of Milliken Financial Policies)*

By: _____
Cheryl Powell, Town Administrator

Date of Execution: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

SCOPE OF SERVICES

DRAFT

EXHIBIT B
COMPENSATION

DRAFT

EXHIBIT C

ADDITIONAL REMEDIES

[OMIT IF NOT APPLICABLE]

DRAFT

EXHIBIT D

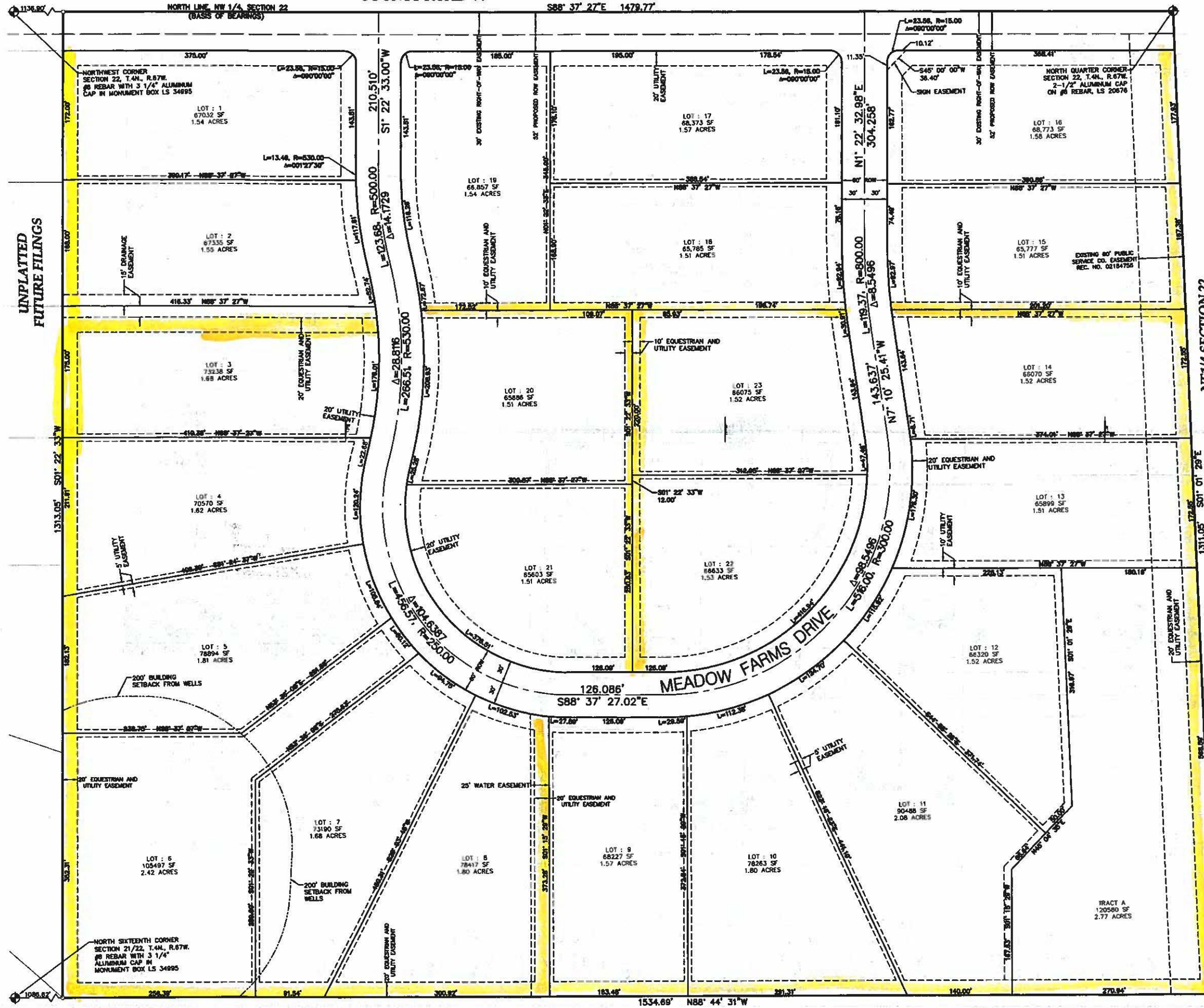
ADDITIONAL ATTACHMENTS

[OMIT IF NOT APPLICABLE]

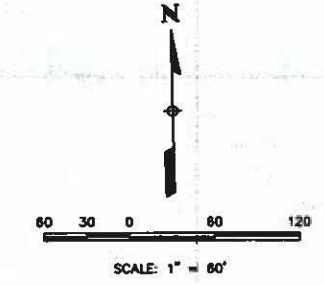
DRAFT

COUNTY ROAD 44

SW1/4 SECTION 15



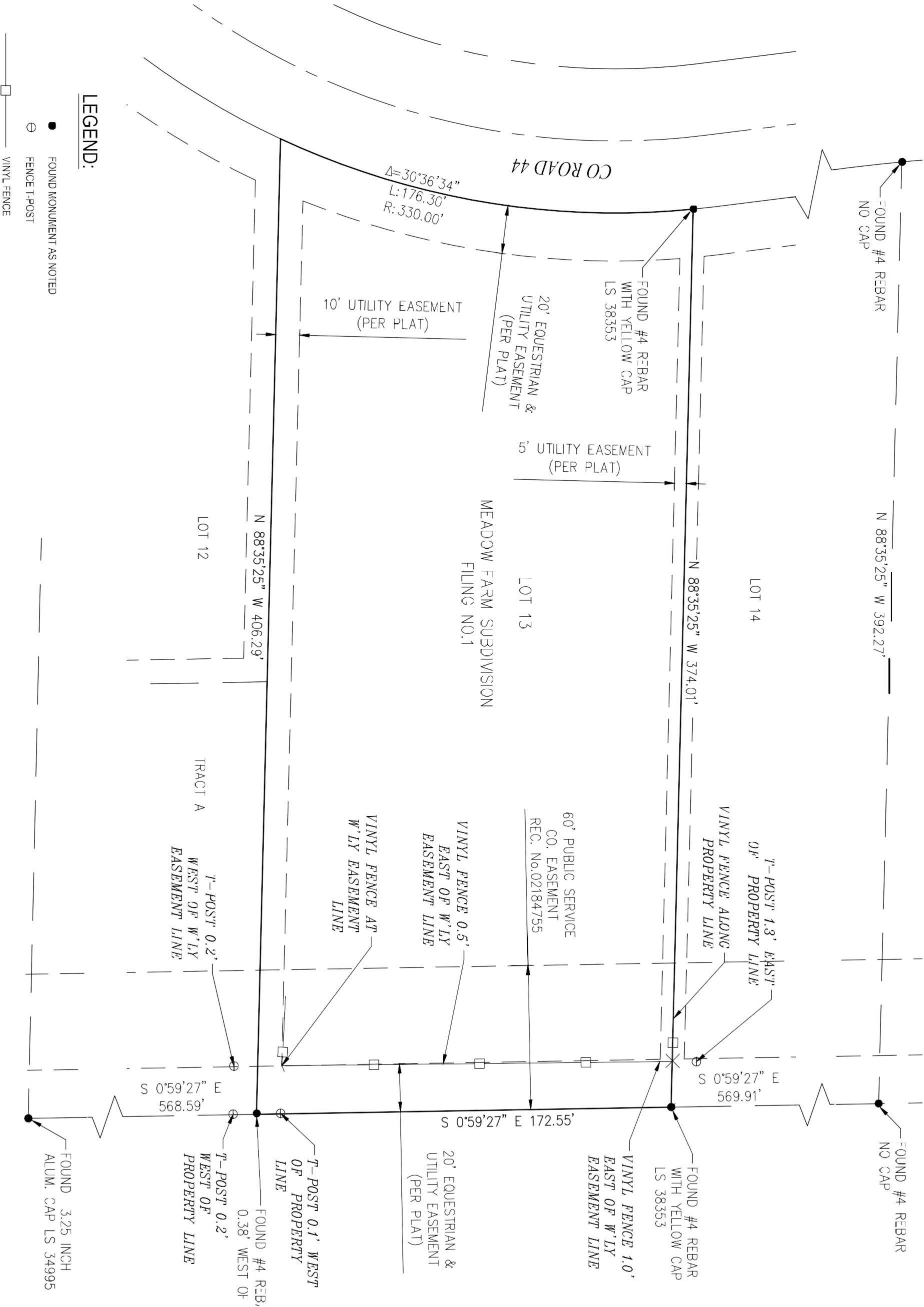
Location of Equestrian trails



- LEGEND
- SET 1-1/2" ALUMINUM CAP ON #6 REBAR LS 38344
 - PLAT BOUNDARY
 - EXISTING RIGHT-OF-WAY
 - EXISTING EASEMENT
 - PROPOSED RIGHT-OF-WAY
 - PROPOSED LOT LINE
 - PROPOSED DRAINAGE AND UTILITY EASEMENT
 - PROPOSED EQUESTRIAN EASEMENT

FINAL PLAT
 MEADOW FARMS SUBDIVISION, FILING #1
 JOB NO. 15004
 DATE: JUNE 7, 2017
 SHEET 2 OF 2

Vermilion Peak Engineering
 Civil Engineering & Land Surveying
 1745 Shula Center Drive, 4th Floor
 Highlands Ranch, CO 80129
 780-408-5070 / www.vermilionpeak.com



Meadow Farms Equestrian Trail

Bid Tabulation

February 13, 2026

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS		
Erosion Control	1	LS		
18 inch HDPE Corrugated Drainage Pipe	120	FT		
18 inch HDPE Flared End Section	12	EA		
Unclassified Excavation (4" Depth)	789	CY		
Crusher Fines or Similar Equestrian Trail Material (4" Compacted Depth)	2,058	Tons		
			Total	

A LEGACY OF EXCELLENCE

SUPERIOR INFRASTRUCTURE—DELIVERED ON-TIME



(970) 674-0440

780 E GARDEN DR., WINDSOR, CO 80550





780 E. Garden Dr. Windsor, CO 80550
Phone: (970) 674-0440 Fax: (970) 674-0443

www.GLHConstruction.com

Re: GLH Construction, LLC - Introduction

To Whom It May Concern,

This package has been sent in response to your request regarding the Meadow Farms Subdivision Equestrian Trail, Town of Milliken.

We would like to offer our services for this project or any other opportunities that may arise in the future. Our company can facilitate your needs from total site development (GC) to strictly pipeline installation.

GLH Construction was established in August of 1996, specializing in general contracting for infrastructure development. The company employs 75 full-time employees and owns/operates 139 pieces of operating and heavy equipment (i.e., trackhoes, loaders, dozers, scrapers, compactors, etc.). The team consists of office personnel, three full-time mechanics, five mainline pipe installation crews, three street crews, and a stormwater management crew. GLH's parent company purchased Coffman & Laub Construction LLC in 2022, adding an entire concrete company to our portfolio. GLH manages the additional 30-35 concrete employees that install curb, gutter, and sidewalks and has added 36 pieces of equipment as well.

Please review the following company history information and feel free to stop by our office at the address listed above. Or you may contact GLH Construction, LLC. for additional questions and/or comments at (Ph) 970-674-0440 or (Fax) 970-674-0443. If you would prefer to contact us electronically, then you are welcome to visit our website at www.GLHConstruction.com.



PROJECT HISTORY

For Prequalification - Meadow Farm Subdivision Equestrian Trail

NAME OF JOB	SCOPE	TYPE OF PROJECT	CONTRACT AMOUNT	Number of Change Orders	COMPLETION AMOUNT	ORIGINAL CONTRACT TIME	COMPLETION TIME	OWNER NAME	CONTACT INFORMATION
Hammond 5th	Erosion Control Traffic Control Demo Earthwork Non-Potable Irrigation Storm Signage & Striping Concrete & Placement Asphalt Prep	New Subdivision Including Soft Trail	2,487,734.37	4	\$2,720,726.67	10 Months	12 Months Exceeded all Timelines	Eagle Development	Jeff Mark 719-635-3200
Sorrento	Erosion Control Traffic Control Demo Earthwork Non-Potable Irrigation Storm Signage & Striping Concrete & Placement Water	New Subdivision Including Soft Trail	16,681,736.33	18	\$17,409,472.92	24 Months	20 Months Exceeded all Timelines	Eagle Development	Jeff Mark 719-635-320
Granary Phase 3	Erosion Control Traffic Control Demo Earthwork Non-Potable Irrigation Storm Signage & Striping Concrete & Placement Asphalt Prep	New Subdivision Including Soft Trail	12,378,466.66	14	\$13,174,763.98	16 Months	16 Months Exceeded all Timelines	Hartford Homes	Shane Westlind 970-217-7147



780 E. Garden Dr. Windsor, CO 80550
Phone: (970) 674-0440 Fax: (970) 674-0443

Personnel Qualifications:

- Steve Kaspar has been with GLH since early 2023 and currently serves as President/CFO. Steve has several decades of financial management and business management experience with Heavy Construction and Construction Materials. He's involved in contractual and administrative functions as well as supporting operational needs and planning.
- Dan Smith has been with GLH since 1998 and currently serves as Vice President of Construction and Safety Manager. He brought with him five previous years of construction experience. Dan has an oversight of all field operations, equipment and safety. He is also involved in work selection, planning and bid/build consultation with our Estimators/Project Managers.
- Edgar Gardea has been with GLH since November of 2005 and is the Senior Superintendent. Edgar oversees and assists the road, utility and stormwater superintendents.
- Ron West has been with GLH since 1996. He is the General Superintendent of all three road crews. He has been active in the infrastructure industry since the 1980's.
- Filberto Gonzalez has been with GLH since 2022. He manages our wholly owned curb, gutter and sidewalk subcontractor, Coffman & Laub Construction.
- Jordan Smith has been with GLH since 2014. Jordan started as an operator and has moved up in the company to become the Superintendent of the Erosion Control Crew.
- Issah Smith has been with GLH since 2021 and is our Head Estimator. Issah has an extensive background in infrastructure development along with a finance degree.
- Michelle Tenney has been with GLH since September of 2011. She is the Contract Manager. She brings with her 10 years of previous experience in construction accounting and contracts fields.
- Angel Moreno has been with GLH since 2024 as Controller. Angel has 10 years' experience in accounting with five of those being in the construction industry.

MISSION

It is the goal of GLH Construction to provide infrastructure development and improvement to the Northern Colorado area, emphasizing quality and integrity.

Company History

GLH Construction was established in August of 1996. GLH Construction started as a company with 6 employees and has grown today to a company of 75 employees.

Company Location

GLH Construction is located in Windsor, a Northern Colorado town. As such, we have found that our costs are best minimized by operating within a specific regional distance. Typical parameters include the cities and towns of: Ft. Collins, Loveland, Berthoud, Mead, Longmont, Erie, Dacono, Fredrick, Firestone, Ft. Lupton, Platteville, Milliken, Johnstown, La Salle, Kersey, Greeley, Eaton, Evans, Severance, Nunn, Wellington, Windsor, and other nearby communities, including southeastern Wyoming.



Winner of a Mountain States BBB Torch Award for Business Ethics



Company Services

Our company specializes in infrastructure development which includes:

- ♦ Subdivisions (Start to Finish)
- ♦ Construction Management
- ♦ Sanitary Sewer, Water Line, Storm, Drainage Lines
- ♦ Emergency Services
- ♦ Backhoe & Loader Work
- ♦ Earth Work
- ♦ Erosion Control
- ♦ Curb/Gutter/Sidewalk
- ♦ Streets
- ♦ Trails
- ♦ Potholing/Locating
- ♦ GLH Construction also competitively bids on city, state, and private projects.
- ♦ Bonded and Insured

EMOD History:

Eff Date	Exp Date	Rate	Type	Active
07/01/2025	07/01/2026	1.010	Actual	Y
07/01/2024	07/01/2025	0.860	Actual	Y
07/01/2023	07/01/2024	0.750	Actual	Y
07/01/2022	07/01/2023	0.950	Actual	Y
07/01/2021	07/01/2022	0.890	Actual	Y
07/01/2020	07/01/2021	0.890	Actual	Y
07/01/2019	07/01/2020	1.190	Actual	Y

Bonding Company

Holmes & Murphy
Harco Surety
7600 E. Orchard Rd., Ste 230 S.
Greenwood Village, CO 80111
TEL: (720) 707-4555
Bonding Capacity \$80,000,000

Bank Reference

Sunflower Bank
Marc Hendrikson
665 Flatiron Marketplace Dr, Broomfield, CO 80021
Phone: 303-831-6735
Open Line of Credit Limit: \$3,000,000

*GLH has never failed to complete any work awarded. GLH has never defaulted on a contract. GLH nor any of its officers, affiliates and/or any proposed subcontractors have been convicted of collusion in a bidding process or been debarred from bidding or contracting with any city, state, or governing entity.

STEPHEN KASPAR

President

Steve came on board at GLH Construction in March of 2023 as Chief Financial Officer, bringing nearly 40 years of experience in the construction and construction materials industry, primarily in Colorado. In early 2024 he took over as President in preparation for the retirement of the remaining company founder, Gary Smith.

Steve's construction career began after college when he joined a Denver CPA firm that specialized in Colorado construction contractors. After some years there he left to work for a client who performed landscaping in the metro area. In the early 90's he went to work for a full service heavy civil contractor and aggregate, asphalt and concrete supplier in the Vail Valley. He stayed on the West Slope in the heavy/highway, construction material industry until relocating back to the Front Range in the teens.

He has enjoyed serving in various capacities of senior management such as Controller, CFO and President as well as Corporate Director. These roles have allowed Steve to contribute to the success of several company teams as well as project teams with customers, subcontractors and consultants. He enjoys building teamwork and communication within an organization and has proven that he has the ability to succeed by setting reasonable goals and managing progress toward them. He really likes working with all the great people in the construction industry who make all our daily lives possible.

Steve lives in Wellington with his long-time girlfriend and enjoys spending time with his family who are still on the Front Range. He also loves spending time doing all kinds of activities in the mountains.

EDUCATION:

University of Denver, Denver, CO, BSAcc, 1984

CERTIFICATIONS:

Colorado CPA Certificate Number 9798

Colorado Department of Transportation Certified Stormwater Management Supervisor

REFERENCES AVAILABLE UPON REQUEST

DANIAL SMITH

Vice President of Construction Operations

Dan Smith joined GLH Construction in 1998 and began his career as an Operator of Heavy Equipment. Dan has served in several roles working his way up to Vice President of Construction Operations.

Dan supervises a Shop Manager and a Senior Superintendent who are responsible for overseeing the overall functions, daily operations, and shop operations. Dan works with the owner representatives to construct all GLH projects within a timely and budget friendly manner and oversees the safety operations on all GLH projects.

Dan has extensive knowledge of specifications, constructing projects, and the impacts construction will have on the surrounding area. He displays problem solving on a daily basis through his many roles at GLH. Dan has proven to be a valuable member of GLH's team. Using his knowledge, he is capable of reducing costs, scheduling projects, and creates as small of an impact as possible on the general public affected by GLH projects. Dan shows tremendous passion and care for the employees of GLH and the projects in which he takes part in. In addition to overseeing all construction operations Dan is also the Chair of the Safety Committee and is responsible for safety at GLH. He has instilled a culture where safety is policed by all employees.

He was directly involved in safety when GLH did the twenty-five-foot-deep open cut sewer line across SH 257 at the Prairie Song Subdivision project and also ensuring that all workers had the proper PPE for the SH 392 Widening.

Dan lives in Kersey, CO with his wife. He enjoys spending time assisting with and spectating his five children in their various sports and activities throughout the year. Dan also enjoys riding horses, working in his shop, and bringing value to his family.

CERTIFICATIONS:

OHSA Certified, Competent Person Certified, Current First Aid/CPR, Annual Confined Space and Trench Safety Training, Colorado Department of Labor & Employment/Division of Worker's Compensation Premium Cost Containment Program, BBC Torch Award for Business Ethics, Equipment Lockout/Tagout Safety Course, MSHA Certified

REFERENCES

Omar Herrera – Town of Windsor – 970-674-2437

oherrera@windsorgov.com

Sam Lowe – Fort Collins Loveland Water District – (970) 226-3104

slowe@fclwd.com

Shane Westlind – Hartford Homes – (970) 219-7147

swestlind@hartfordco.com

EDGAR GARDEA

Senior General Superintendent

Edgar started at GLH Construction LLC in 2005. He already had construction experience working with concrete in northern Colorado. He started as a skilled laborer, moved up to Street Superintendent, then Pipe Superintendent.

Edgar has recently taken on the role of Senior General Superintendent because of his skill managing people and resources. He supervises and gives guidance to three Senior Superintendents: Utilities, Road and Concrete. Edgar helps prepare overall schedules for work crews and subcontractors. Each day Edgar checks on all the crews and subcontractors to make sure all of the jobs are progressing according to schedule and plans and specifications. He also ensures that the people on the job are working safely. Edgar makes sure that all his crews are turning in their paperwork for payroll as well as proper job documentation.

Edgar, as General Superintendent, had to coordinate GLH operations with two other general contractors (vertical) on the Town of Windsor North Campus Project. He made sure GLH remained efficient while maintaining good relations with the other GCs, even while digging through three to seven feet of rock. He met the original schedule by adding additional personnel and equipment and adding longer work hours.

Edgar enjoys spending time with his wife, children and grandchildren. He is very involved with and is treasurer of his church.

CERTIFICATIONS:

OHSA Certified, Competent Person Certified, Current First Aid/CPR, Annual Confined Space and Trench Safety Training, Equipment Lockout/Tagout Safety Course, MSHA Certified

REFERENCES

Beau Warden – Town of Wiggins – 970-441-1974
Jacob Felix – City of Greeley – 970-336-4013
Mike Hoffman – Hartford Homes – 970-825-7989

bwarden@wigginsco.com
jacob.felix@greeleygov.com
hoffman@hartfordco.com

FELIZ SOTO VILLA

Senior Pipe Superintendent

Feliz started at GLH Construction LLC in 2016. He already had nine years of utility construction experience in northern Colorado. Feliz started as a Pipe Layer and worked his way up through Foreman and Superintendent.

Feliz has recently been promoted to Senior Pipe Superintendent and oversees five utility crews. He makes sure his Superintendents have the people and tools that they need to build the work. Feliz visits all of the utility jobs every day and helps his Superintendents solve problems to get the work done according to plans and specifications. He also checks that the equipment and tools are used properly and that things are being done safely.

Feliz enjoys spending time with his wife and playing soccer with his sons.

CERTIFICATIONS:

REFERENCES

Walker Man – Town of Windsor – 970-420-1948

wmann@windsorgov.com

Ryan Goforth – Hillside Commercial Group – 303-905-9991

ryan@hillsidecommercialgroup.com

ISSAH SMITH

Lead Estimator/Project Manager

Issah started at GLH Construction LLC in 2021. Issah came to GLH with experience in finance, which has become invaluable in the estimating department to help with job costing.

Issah is the Lead Estimator/Project Manager responsible for procuring contracts, managing projects, reviewing bids, and reviewing financial statements. His focus is to complete profitable jobs on time and under budget with the minimum headaches for customers, the general public, subcontractors, and co-workers. He prepares bids and when the bid is successful, he manages the project, making sure it is built properly and that all paperwork and other requirements are fulfilled. Issah enjoys working with customers and their engineers to provide value engineering to lower costs without lowering safety, quality, or functionality. Issah is a self-starter, working with little supervision but always collaborating with other team members and stakeholders. He manages his project subcontractors and material suppliers as well as developing and maintaining those relationships.

Issah worked on the Windsor Town Campus CM/GC Project for the Town of Windsor offering insights into cost saving measures to ensure the town was able to complete the project under budget and on time. Throughout the project Issah worked with multiple other General Contractors onsite of the project ensuring proper coordination between the three onsite contractors.

Issah enjoys spending time with his family, friends, and his dog. He also enjoys learning and helping in the community when he has time.

REFERENCES

Zach Cesar – Baessler Homes – 970-573-0606
Omar Herrera – Town of Windsor – 970-674-2437
Tim Kemp– Wilson and Company – 970-219-9762

Zach.Cesar@outlook.com
OHerrera@Windsorgov.com
Timothy.Kemp@Wilsonco.com

RON WEST JR.

Senior Street Superintendent

Ron started at GLH Construction LLC with the start of the company in 1996. He started as a Street Superintendent and Equipment Operator, a role he had played for years elsewhere.

Currently, Ron is the Senior Street Superintendent and oversees three Street Crews and three Concrete Crews. He is responsible for road and concrete construction from subgrade up, directing GLH crews as well as soil stabilization, base and asphalt subcontractors. Ron has excellent working knowledge of the soil conditions in the region and helps to provide guidance if the planned street profile doesn't appear appropriate. He takes great pride in working with his team members to safely bring the best quality product to the customer on time and within budget. Ron is responsible for ensuring all scheduling is performed on projects from ordering material to managing subcontractors. He's also very diligent about completing required paperwork and documentation for each project.

Ron had multiple crews on site at the Prairie Song Subdivision. He was charged with the task of widening SH 257. He formulated and executed a plan to put multiple crews in the area to safely perform the work. He also scheduled and coordinated with our subcontractors to ensure timely completion restoring traffic to the highway ahead of schedule.

Ron was a working superintendent on the Sorrento Project. He successfully widened WCR 5, reconstructed WCR 32 and handled earthwork and resurfacing of CR 7.

Ron enjoys spending time with his wife, daughter, and grandchildren. He also loves cars, mostly sports cars and driving to the mountain towns of Colorado.

CERTIFICATIONS:

OHSA Certified, Competent Person Certified, Current First Aid/CPR, Annual Confined Space and Trench Safety Training, Construction Supervisory Training

REFERENCES

Walker Mann – Town of Windsor – 970-420-1948

wmann@windsorgov.com

Deano Korecky – Town of Mead – 720-305-3613

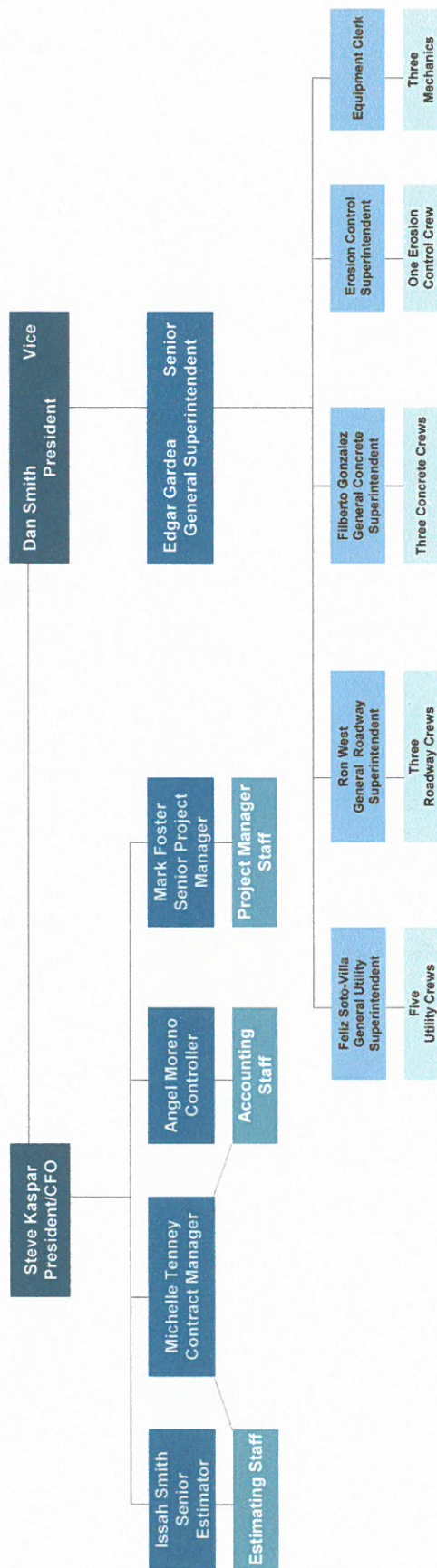
dkorecky@townofmead.org

Ryan Goforth – Hillside Commercial Group – 303-905-9991

ryan@hillsidecommercialgroup.com



ORGANIZATIONAL CHART





780 E. Garden Dr. Windsor, CO 80550
Phone: (970) 674-0440 Fax: (970) 674-0443

www.GLHConstruction.com

Re: GLH Construction, LLC - Statement of Availability and Additional Information

To Whom It May Concern,

GLH Construction, LLC has the necessary staff and resources to complete this work. The work will easily be completed by existing crews within the time allowed by the Town of Milliken. Crew(s) will be mobilized and work shall be completed through the normal course of construction scheduling in light of the project requirements and other work commitments of the company.

GLH has completed many trails, both soft and hardscaped. We pride ourselves on our skill of working collaboratively with all of our customers for the best project outcome and budget, no matter what type of work.

Meadow Farms Equestrian Trail

Bid Tabulation

February 13, 2026

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS	3,175.60	3,175.60
Erosion Control	1	LS	15,743.28	15,743.28
18 inch HDPE Corrugated Drainage Pipe	120	FT	51.10	6,132.00
18 inch HDPE Flared End Section	12	EA	640.29	7,683.48
Unclassified Excavation (4" Depth)	789	CY	17.43	13,752.27
Crusher Fines or Similar Equestrian Trail Material (4" Compacted Depth)	2,058	Tons	43.69	89,914.02
			Total	\$136,400.65



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2026

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Stacy Steinbach	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: ssteinbach@holmesmurphy.com	
INSURED GLH Construction, LLC 780 E Garden Dr Windsor CO 80550	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Pinnacle Assurance Company		41190
	INSURER B: Selective Insurance Company of America		12572
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1760440794 **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 ☒ PRO-JECT ☒ LOC ☐ OTHER:		S2708922	3/7/2026	3/7/2027	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 ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		S2708922	3/7/2026	3/7/2027	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		S2708922	3/7/2026	3/7/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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 / A	4028616	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Milliken 1101 Broad St Milliken CO 80543	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kari Coolidge</i>
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Meadow Farms Subdivision Equestrian Trail Bid Results	
Contractor	Bid
B2 Excavating	\$269,495.00
AB Underground	\$161,581.35
Dietzler Construction Corp	\$153,203.00
Caraveo Construction	\$203,000.00
Defalco Construction	\$177,301.40
Civil Specialties	\$214,733.69
GLH Construction	\$136,400.65
Duran Construction	\$401,482.00
E-Z Excavating	\$210,907.55
Powell Restoration	\$136,978.65



12.e.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Matthew Gould, Town Attorney
Via: Cheryl Powell, Town Administrator

Meeting Date:
April 8, 2026

Item Category: Intergovernmental Agreements

Agenda Title: Intergovernmental Agreement with Altamira Metropolitan District No. 5

Attachments:

1. Proposed Intergovernmental Agreement
2. January Notice
3. March 11 Letter Agreement

PURPOSE

Consideration of proposed intergovernmental agreement (IGA) related to the proposal of Altamira Metropolitan District No. 5 (District) to include within its boundaries certain real property within the town.

BACKGROUND

In late January, the town received a notice from the District that it intended to include within its territory certain real property that is within the boundaries of the town. The property in question is a portion of the Wiens property that was recently rezoned from PUD to agriculture. There will be an oil well on the property.

On March 11, representatives of the District met with the board of trustees to discuss the proposed inclusion. The District presented the town on that date with a letter agreement pursuant to which it sought permission to meet with town staff to discuss issues of interest to the town. The board approved the letter agreement, and staff met with District representatives at town hall on March 17.

The March 17 meeting resulted in an outline of points to be included in one or more agreements with the District and related entities. The IGA presented here is one of two IGAs that were drafted to address those points. The second IGA will be the subject of a separate agenda item.

The key point addressed by this IGA is that the District has agreed to seek exclusion of

any portion of the subject property that in the future is proposed for development.
Exclusion would mean that the property would no longer be subject to any District tax.

BUDGET IMPLICATIONS

No budget impact at this time.

STAFF RECOMMENDATIONS

Staff recommends approval of the intergovernmental agreement.

SUGGESTED MOTION

"I move to approve the Intergovernmental Agreement Regarding Inclusion of Property that has been proposed for approval by the Town of Milliken and Altamira Metropolitan District No. 5."

INTERGOVERNMENTAL AGREEMENT REGARDING INCLUSION OF PROPERTY

This Intergovernmental Agreement Regarding Inclusion of Property (the "IGA") is made and entered into to be effective the 8th day of April, 2026 (the "Effective Date"), by and between the TOWN OF MILLIKEN (the "Town"), a statutory town of the State of Colorado, and ALTAMIRA METROPOLITAN DISTRICT NO. 5 (the "District"), a quasi-municipal corporation and political subdivision of the State of Colorado.

RECITALS

- A. The District was organized in 2004 after approval of its service plan by the Board of Trustees of the Town of Lochbuie, Colorado.
- B. The District has received a petition for inclusion of a certain parcel of land located within the Town, the legal description for which is attached hereto as Exhibit A (the "Property.")
- C. The District has no other property within its boundaries that lies within the Town's limits therefore, pursuant to § 32-1-207(2)(a), C.R.S., the District notified the Town of its intent to include the Property into its boundaries in accordance with § 32-1-401(1), C.R.S.
- D. By letter agreement dated and delivered to the Town on March 11, 2026, (the "Letter Agreement") which the Town accepted and approved on the same date, the parties established terms and procedures for addressing issues related to inclusion of the Property.
- E. Taking into account the terms of the Letter Agreement, the Town elected not to move to enjoin the inclusion pursuant to § 32-1-207(3)(a), C.R.S.
- F. This IGA is entered into as contemplated by the Letter Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and the District agree as follows:

AGREEMENT

1. Future Partial Exclusion. Upon submission or consideration of any development entitlements for all or any portion of the Property, the District will initiate the process for excluding from its boundaries that portion of the Property for which such development entitlements are proposed and proceed diligently and in good faith to achieve the exclusion.
2. Release. The Parties agree that all parties' obligations pursuant to the Letter Agreement (including without limitation, the Financial Guaranty described in the Letter Agreement) are and will be fully satisfied and released upon all signatories' approval and execution of: (a) this IGA; and (b) a separate intergovernmental agreement between the Town and Weld Adams Water Development Authority in connection with certain pipeline easement matters.

3. General Provisions.

a. NOTICES. Any notices, demands or other communications required or permitted to be given, shall be given in writing, delivered personally or sent by U.S. Mail, addressed to the Parties at the addresses set forth below or at such other address as either Party may hereafter or from time to time designate by written notice to the other Party given in accordance herewith.

To the District:
Altamira Metropolitan District No. 5
8301 E. Prentice Ave., Suite 100
Greenwood Village, Colorado 80111

With a copy to:
Law Office of Michael E. Davis, LLC
1151 Eagle Drive #366
Loveland, Colorado 80537

To the Town:
Town of Milliken, Board of Trustees
1101 Broad Street
Milliken, Colorado 80543

With a copy to:
Bell Gould Linder & Scott, P.C.
318 Oak Street
Ft. Collins, Colorado 80524
Attn: Matthew Gould

b. ASSIGNMENT AND DELEGATION. The rights, or any parts thereof, granted to the Parties herein may not be assigned. The obligations, or any parts thereof, of the Parties may not be delegated.

c. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and the District and nothing contained in this IGA shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Town and the District that any person receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

d. AMENDMENT AND MODIFICATION. This IGA may be amended or modified only in a writing signed by the Town and the District.

e. ENTIRE AGREEMENT. This IGA constitutes the entire agreement between the Town and the District relating to the subject matter herein and sets forth the rights, duties and obligations of each such party to the other as of the Effective Date. Any prior agreements,

promises, negotiations or representations not expressly set forth in this IGA are of no force and effect.

f. SEVERABILITY. If any provision of this IGA is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this IGA, and the remaining portions of this IGA shall be carried out with the same force as if the severed portions had not been part of this IGA, provided that the Town and the District both agree that the severed provision does not alter the intent and/or purpose of the IGA.

g. NO WAIVER. No waiver of any of the provisions of this IGA shall be deemed to constitute a waiver of any other provisions of this IGA, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

h. GOVERNMENTAL IMMUNITY. Nothing herein shall be construed as a waiver of the rights and privileges of the Town or the District pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended from time to time.

i. COUNTERPART EXECUTION. This IGA may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Town of Milliken and Altamira Metropolitan District No. 5 have executed this Intergovernmental Agreement Regarding Inclusion of Property to be effective as of the date first above written.

TOWN OF MILLIKEN

Elizabeth Austin, Mayor

Approved as to form:

Bell Gould Linder & Scott, P.C.
General Legal Counsel to the Town

**ALTAMIRA METROPOLITAN
DISTRICT NO. 5**

Robert A. Lembke, Board President

Approved as to form:

Law Office of Michael E. Davis, LLC
General Legal Counsel to the District

EXHIBIT A
Legal Description of the "Property" to Be Included Into
Altamira Metropolitan District No. 5

LEGAL DESCRIPTION:

ALL OF THE EAST HALF OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., EXCEPTING THAT PORTION CONVEYED TO THE DENVER, GREELEY FORT COLLINS RAILROAD CO. IN DEED RECORDED SEPTEMBER 10, 1906, IN BOOK 247, AT PAGE 157 AND TO UNION PACIFIC RAILROAD COMPANY BY DEED RECORDED NOVEMBER 13, 1908, IN BOOK 287, AT PAGE 293, AS WELL AS THAT PORTION OF THE EAST HALF OF SECTION 27 LYING SOUTH AND EAST OF SAID RAILROAD RIGHT OF WAY.
 COUNTY OF WELD,
 STATE OF COLORADO.

PREPARED BY: CHARLES KELLER HARTOG
 PLS 38684
 ON BEHALF OF SURVEY SYSTEMS INC.
 P.O. BOX 2168
 EVERGREEN CO 80437
 (303) 679-8122



FILED IN: C:\USERS\HARTOG\DOCUMENTS\JOB\AL\LEGAL.DWG USER: CHKH
 PLOTED: THU 01/15/26 10:48:57 BY: TERRY

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

ISSUE DATE: 1/14/2026		PROPOSED LOT AND ACCESS EASEMENT EXHIBIT SE 1/4, NW 1/4, SEC33, T5N, R63W	SURVEY SYSTEMS A Professional Land Surveying Company P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123 Info@SurveySystems.net www.SurveySystemsInc.com A Service-Disabled Veteran-Owned Small Business SDVOSB SBE	CHECKED BY: CH DRAWN BY: TH JOB #: 2020-23041-123 CLIENT CODE: UMR028 SHEET NO. 1 1 OF 1
DATE	REVISION COMMENTS			

EXHIBIT A (cont.)

Owner: WIENS ENTERPRISES LLC

Account: R0748502 **Parcel:** 105927000017

Address:

Subdivision:

Section: 27 **Township:** 4N **Range:** 67W

[Taxes](#)
[Property Report](#)
[Data Search](#)
[Sales](#)

Hyperlinks

[Photo](#)
[Sketch](#)

Parcel	105927000017
Account	R0748502
Account Type	Agricultural
Owner	WIENS ENTERPRISES LLC
Mail Address 1	PO BOX 607
Mail City	KIMBALL
State	NE
Zip	691450607
Acres (Calculated)	302.984
Tax Area	5763
Actual Value	33,304
Assessed Value	8,990
SecTwnRng	S27 T4 R67
Latitude	40.283753
Longitude	-104.872280
Legal	MIL PT E2 27-4-67 (SOMERSET RIDGE ESTATES 1ST ANNEX) EXC THAT PT LYING S OF DITCH. (5RR2R)
Sale Price	3,900,000
Sale Date	8/29/2011
Deed Code	SWD
Reception Number	3789749

LAW OFFICE OF MICHAEL E. DAVIS, LLC

January 22, 2026

Delivered Via FedEx and email to:

Town of Milliken
c/o Bell Gould Linder & Scott, P.C.
318 East Oak Street
Fort Collins, CO 80524
Attn: Matthew Gould, Town Attorney
Email: mgould@bell-law.com

Re: Notice of Proposed Boundary Changes for Altamira Metropolitan District No.5

Dear Mr. Gould:

Our firm acts as general counsel to Altamira Metropolitan District No. 5 (the "District"), Weld County, Colorado. On behalf of the District we hereby respectfully provide notification pursuant to § 32-1-207(2)(a), C.R.S., that the District intends to include within its boundaries certain property located in the Town of Milliken (the "Town"). Such inclusion of property will be accomplished in accordance with § 32-1-401(1), C.R.S.

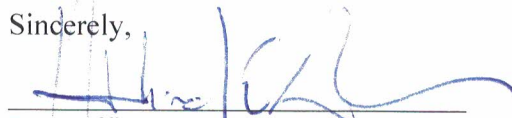
The District was organized October 6, 2004 for the purpose of financing, constructing and installing regional and local public improvements. The District serves primarily as a financing district for regional public improvements, including without limitation streets, water and sewer infrastructure, and storm drainage facilities within Weld County. However, the District will not provide direct water or sewer service in any part of the Town, nor will it compete with the Town or its local water and sewer providers to service any customers within the Town.

The owner of the east half of Section 27, within the Town (Weld County parcel #105927000017), has expressed an interest in the inclusion of a portion of its lands into the District to assist with the construction, maintenance, and operation of regional and local public improvements to the property and to support the landowner's goal of future residential and commercial real estate development. The District anticipates receiving a petition from the landowner for inclusion of this parcel and completing such inclusion by the end of April, 2026.

The publication notice (the "Notice") is enclosed with this letter and is scheduled for publication in the *Greeley Tribune* on February 4, 2026, and in the *Brighton Standard Blade* on February 5, 2026. Pursuant to §§ 32-1-207(2)(a) and 32-1-207(3)(b), C.R.S., if the Town does not, within 45 days following publication of the Notice (such date being March 22, 2026), make a determination that the inclusion of this parcel into the boundaries of the District constitutes a material departure from the District's service plan, then no specific action is necessary or required to be taken by the Town.

Please contact me if you have any questions about the proposed changes to the District's boundaries.

Sincerely,



Law Office of Michael E. Davis, LLC
General Counsel, Altamira Metropolitan District No. 5

**NOTICE OF INTENTION TO UNDERTAKE ACTIVITIES NECESSARY TO CHANGE
THE BOUNDARIES OF ALTAMIRA METROPOLITAN DISTRICT NO. 5**

NOTICE IS HEREBY GIVEN pursuant to § 32-1-207(3)(b), C.R.S., that the Board of Directors (the "Board") of Altamira Metropolitan District No. 5 (the "District"), Weld County, Colorado, intends to undertake the necessary activities to change the boundaries of the District to include property located in the Town of Milliken, Colorado. Such activities to change the District's boundaries shall be taken pursuant to and in accordance with §§ 32-1-401(1) and 32-1-207(2)(a), C.R.S., provided that any inclusion property is first excluded from any other Title 32 special district to avoid overlapping boundaries.

NOTICE IS FURTHER GIVEN that any action to enjoin the District's activities to change its boundaries, as described herein, as a material departure from the District's service plan must be brought within forty-five days from the publication of this notice.

BY ORDER OF THE BOARD OF DIRECTORS OF
ALTAMIRA METROPOLITAN DISTRICT NO. 5

By: LAW OFFICE OF MICHAEL E. DAVIS, LLC
Attorneys for the District

Publish in: Greeley Tribune
Publish on: February 4, 2026

Publish in: Brighton Standard Blade
Publish on: February 5, 2026

ALTAMIRA METROPOLITAN DISTRICT NO. 5

c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537

March 11, 2026

This letter is written in regard to matters currently on the agenda for the Town of Milliken Board of Trustees (Board) work session and regular meeting scheduled for March 11, 2026. The work session agenda indicates that the Board will discuss the proposal of the Altamira Metropolitan District No. 5 (District) to include property within the Town of Milliken in the District's territory. The regular meeting agenda indicates that the Board will consider a resolution finding the inclusion to be a material modification of the District's service plan and a material departure from the service plan and authorizing legal action.

The District does and has assured the Town that (a) the District will take no action until and unless the District and the Town reach an agreement as to the terms of the inclusion and (b) if no agreement is reached, the inclusion will not move forward. However, the District recognizes that the deadline currently set by section 32-1-207(3)(b), C.R.S., for the Town to take certain legal action with respect to the proposed inclusion may be a jurisdictional deadline.

The deadline for the Town to deal with the proposed inclusion is Sunday March 22, 2026. The Town has no regularly scheduled meetings after March 11, 2026, and before Sunday, March 22, 2026.

The Town Administrator and the President of the District have spoken, and a meeting to attempt to resolve open issues is being set for either Monday, March 16 or Tuesday, March 17, 2026. If the Town and the District can reach an appropriate resolution of the questions raised by the Town staff, it is the desire of the District to move forward with the inclusion as originally planned. However, if the Town and the District are unable to reach an appropriate resolution of the questions, the District agrees not to further process the inclusion presently before it.

Proposed Resolution: Here are the steps the District proposes will be applicable:

1. The District and Town staff personnel will meet either Monday March 16 or Tuesday March 17, in an attempt to resolve questions raised by the Town staff.
2. The District contemplates that the resolution of the questions may require the adoption of an Intergovernmental Agreement (IGA) between the Town and the District, which could be considered at the next regular meeting of the Town to be held on March 25 or April 8, 2026.
3. The IGA would include provisions providing that the District would cover all costs incurred by the Town relating to the inclusion, and such other matters as are agreed upon between the Town and the District.

4. If the meetings of March 16 or 17 do not result in a proposed resolution staff believes it can recommend for approval to the board of trustees of the open questions, then by March 18, 2026, the District will (a) immediately notify the court that the “Notice of Intention to Undertake Activities” (i.e., inclusion of the property) previously filed with the court is withdrawn, (b) promptly publish in the Greeley Tribune and the Brighton Standard Blade notice that the prior “Notice of Intention to Undertake Activities” is withdrawn, and (c) re-notice the proposed activity in accordance with the requirements of section 32-1-207(3)(b), C.R.S., before proceeding to consider the inclusion.
5. If the Town and the District are able to reach a preliminary resolution of the issues staff believes it can recommend for approval to the board of trustees, then the District agrees not to move forward with any inclusion unless and until a IGA between the District and the Town has been formally adopted. If an IGA is not adopted on or before April 8, 2026, then the District will (a) immediately notify the court that the “Notice of Intention to Undertake Activities” (i.e., inclusion of the property) previously filed with the court is withdrawn, (b) promptly publish in the Greeley Tribune and the Brighton Standard Blade notice that the prior “Notice of Intention to Undertake Activities” is withdrawn, and (c) re-notice the proposed activity in accordance with the requirements of section 32-1-207(3)(b), C.R.S., before proceeding to consider the inclusion.
6. If the Town and the District are able to reach agreement on a proposed IGA, and the same is adopted by April 8, 2026, then the proposed inclusion would move forward.

Due solely to an error by the District, the District is requesting that the Town consider the foregoing plan. Basically, we are asking that you trust us.

The President of the District, Bob Lembke, has a long-standing involvement in economic development in Adams and Weld Counties, and owns approximately 1,000 acres in the Town of Milliken. Bob Lembke also serves as the President of United Water and Sanitation District. United Water District is developing water storage and water resources which are intended to benefit the Town of Milliken. His involvement in the area is neither minor nor transitory.

Polling of Board Members: Mr. Lembke has polled the members of the Board of the District, and all are in favor and have agreed to act in accordance with the foregoing steps.

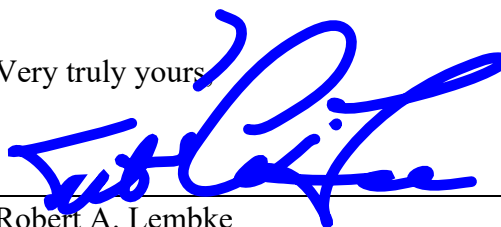
Financial Guaranty: As further assurance to the Town that the trust requested is not misplaced, by this letter Mr. Lembke agrees that he will personally guarantee a payment of Two Hundred Fifty Thousand Dollars (\$250,000) to the Town if (i) no IGA between the District has been finalized and adopted by April 8, 2026, and (ii) the District fails to (a) immediately notify the court that the “Notice of Intention to Undertake Activities” (i.e., inclusion of the property) previously filed with the court is withdrawn, (b) promptly publish in the Greeley Tribune and the Brighton Standard Blade notice that the prior “Notice of Intention to Undertake Activities” is withdrawn, and (c) re-notice the proposed activity in accordance with the requirements of section 32-1-207(3)(b), C.R.S., before proceeding to consider the inclusion.

The Financial Guaranty is a personal obligation of Mr. Lembke, and is affirmed by his signature below. Further, Mr. Lembke, as the sole manager of United Milliken Reservoir Enterprise, LLC, agrees that any unpaid sums under this Financial Guaranty shall also be a lien on the property in the Town owned by United Milliken Reservoir Enterprise, LLC.

This Financial Guaranty is intended to provide the Town with assurances that the trust requested will not be abused.

Other Remedies: Should the District breach the obligations described herein, the District acknowledges that a monetary remedy would not be a sufficient remedy and that the Town shall be entitled without waiving any other rights or remedies and without posting bond or other security to such injunctive or other equitable relief as may be appropriate to enforce the District's obligations.

Very truly yours,

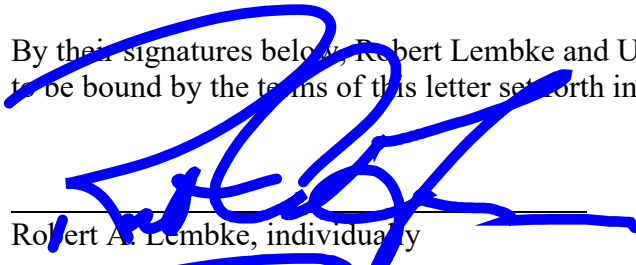


Robert A. Lembke

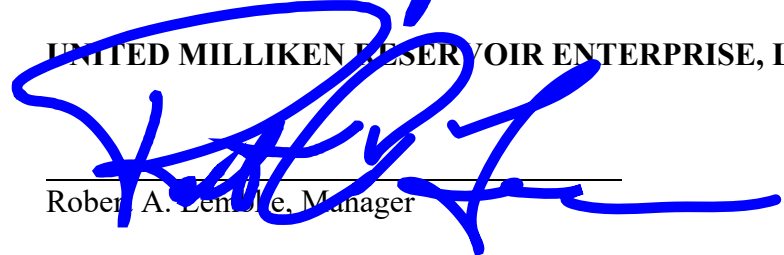
President of Altamira Metropolitan District No. 5

ACKNOWLEDGEMENT:

By their signatures below, Robert Lembke and United Milliken Reservoir Enterprise, LLC, agree to be bound by the terms of this letter set forth in the Financial Guaranty section.


Robert A. Lembke, individually

UNITED MILLIKEN RESERVOIR ENTERPRISE, LLC


Robert A. Lembke, Manager



12.f.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Matthew Gould, Town Attorney
Via: Cheryl Powell, Town Administrator

Meeting Date:
April 8, 2026

Item Category: Intergovernmental Agreements

Agenda Title: Intergovernmental Agreement with Weld County Water Development Authority

Attachments:

1. Proposed Intergovernmental Agreement

PURPOSE

Consideration of second proposed intergovernmental agreement (IGA) related to the proposal of Altamira Metropolitan District No. 5 (District) to include within its boundaries certain real property within the town.

BACKGROUND

Background information on this item is provided in regard to the proposed IGA with the District.

The IGA presented here is the second of two IGAs that were drafted to address points discussed by staff and District representatives at the March 17 meeting described in the companion agenda item. Given the issues that were discussed on March 17, the participation of certain additional parties was necessary.

This agreement will be between the town and the Weld County Water Development Authority, which according to District representatives is an entity established by United Water & Sanitation District ("United"), South Beebe Draw Metropolitan District ("SBDMD"), and Platte River Metropolitan District ("PRMD"). These districts will be signing the agreement.

The key points addressed by this IGA (per the list of points approved following the March 17 meeting) are:

- The town will be granted an upsize option on any boring under the South Platte River in any of the following sections in Weld County, which upsizing would be at the town's expense subject to owner consent, which shall be sought in good faith:

- T3N, R67W, section 2;
- T4N, R67W, section 24;
- T4N, R67W, section 25;
- T4N, R67W, section 34;
- T4N, R67W, section 35;
- T4N, R67W, section 26; or
- T4N, R67W, section 27;

- Prior to the execution and recordation of any pipeline easement, the property owner or applicable district will coordinate with the town and provide the town an opportunity to review and comment on the proposed location of the pipeline and easement, and the property owner or district will make a good-faith effort to address town comments to avoid or minimize conflicts with existing or planned public infrastructure; and

- With respect to any such pipeline, at the request of the town, the easement holder will seek an easement granting the town the right to install a pipeline, with any additional costs for the expanded easement to be borne by the town.

BUDGET IMPLICATIONS

This item has no budget impacts at this time.

STAFF RECOMMENDATIONS

Staff recommends approval of the intergovernmental agreement.

SUGGESTED MOTION

"I move to approve the Intergovernmental Agreement Regarding Easement Matters that has been proposed for approval by the Town of Milliken and the Weld County

Water Development Authority."

INTERGOVERNMENTAL AGREEMENT REGARDING EASEMENT MATTERS

This Intergovernmental Agreement Regarding Easement Option (the "IGA") is made and entered into to be effective the 8th day of April, 2026 (the "Effective Date"), by and between the TOWN OF MILLIKEN (the "Town"), a statutory town of the State of Colorado, and WELD COUNTY WATER DEVELOPMENT AUTHORITY (the "Authority"), a water authority pursuant to and in accordance with the provisions of §29-1-204.2, *et seq.*, of the Colorado Revised Statutes.

RECITALS

- A. The Authority asserts and represents that it is a water resource authority established by United Water & Sanitation District ("United"), South Beebe Draw Metropolitan District ("SBDMD"), and Platte River Metropolitan District ("PRMD") (United, SBDMD and PRMD collectively referred to herein as the "Establishing Entities") pursuant to §29-1-204.2, *et seq.*, C.R.S., to effect the development of water resources, systems and facilities, in whole or in part, for the benefit of the inhabitants and service users of the Establishing Entities or others at the discretion of the board of directors of the Authority.
- B. The Authority, together with the Establishing Entities, is constructing Milliken Reservoir located within the Town.
- C. The Town is developing and pursuing options and solutions to fulfill its long-term water resource development plans.
- D. Altamira Metropolitan District No. 5 (the "District") received a petition for inclusion of a certain parcel of land located within the Town (the "Property").
- E. The District is an entity that is related to the Authority or one or more of the Establishing Entities.
- F. By letter agreement dated and delivered to the Town on March 11, 2026, (the "Letter Agreement") which the Town accepted and approved on the same date, the District and the Town established terms and procedures for addressing issues related to inclusion of the Property.
- G. Taking into account the terms of the Letter Agreement, the Town elected not to move to enjoin the inclusion pursuant to § 32-1-207(3)(a), C.R.S.
- H. This IGA is the result of discussions during a meeting on March 17 that was required by the Letter Agreement.
- I. The Authority desires to grant, and the Town desires to accept, an option for the Town to acquire easement rights for any pipeline that the Authority or any of the Establishing Entities acquire in certain locations in Weld County, pursuant to the terms and conditions of this IGA.

NOW THEREFORE, in consideration of the mutual promises contained herein and other

good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and the Authority agree as follows:

AGREEMENT

1. Grant of Easement Option. The Authority hereby grants to the Town an option to upsize any water pipeline or boring that the Authority installs or bores under the South Platte River within any portion of the Easement Option Area described in Exhibit A, attached hereto and made a part hereof by this reference (the “Option”), provided that: (1) any upsizing shall be at the sole cost and expense of the Town; and (2) any such upsizing is subject to consent of the property owner, which consent will be sought by the Authority in good faith.

2. Pipeline Location and Installation.

2.1. Prior to the execution and recordation of any pipeline easement by the Authority or any of the Establishing Entities on real property within the Town, the Authority will coordinate with the Town and the property owner to provide the Town an opportunity to review and comment on the proposed location of the pipeline and easement, and will make a good-faith effort to address or have the property owner address Town comments to avoid or minimize conflicts with existing or planned public infrastructure; and

2.2. With respect to any such pipeline, at the request of the Town, the easement holder will seek an easement granting the Town the right to install a pipeline, with any additional costs for the expanded easement to be borne by the Town.

3. Consent. By signing this IGA, each of the Establishing Entities individually consents to the terms and conditions hereof.

4. General Provisions.

4.1. NOTICES. Any notices, demands or other communications required or permitted to be given, shall be given in writing, delivered personally or sent by U.S. Mail, addressed to the Parties at the addresses set forth below or at such other address as either Party may hereafter or from time to time designate by written notice to the other Party given in accordance herewith.

To the Authority:
Weld Adams Water Development Authority
8301 E. Prentice Ave., Suite 100
Greenwood Village, Colorado 80111

With a copy to:
Law Office of Michael E. Davis, LLC
1151 Eagle Drive #366
Loveland, Colorado 80537

To the Town:

Town of Milliken, Board of Trustees
1101 Broad Street
Milliken, Colorado 80543

With a copy to:
Bell Gould Linder & Scott, P.C.
318 Oak Street
Ft. Collins, Colorado 80524
Attn: Matthew Gould

- 4.2. Assignment and Delegation. The rights, or any parts thereof, granted to the Parties herein may not be assigned. The obligations, or any parts thereof, of the Parties may not be delegated.
- 4.3. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and the Authority and nothing contained in this IGA shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Town and the Authority that any person receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 4.4. Amendment and Modification. This IGA may be amended or modified only in a writing signed by the Town and the Authority.
- 4.5. Entire Agreement. This IGA constitutes the entire agreement between the Town and the Authority relating to the subject matter herein and sets forth the rights, duties and obligations of each such party to the other as of the Effective Date. Any prior agreements, promises, negotiations or representations not expressly set forth in this IGA are of no force and effect.
- 4.6. Severability. If any provision of this IGA is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this IGA, and the remaining portions of this IGA shall be carried out with the same force as if the severed portions had not been part of this IGA, provided that the Town and the Authority both agree that the severed provision does not alter the intent and/or purpose of the IGA.
- 4.7. No Waiver. No waiver of any of the provisions of this IGA shall be deemed to constitute a waiver of any other provisions of this IGA, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- 4.8. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Town or the Authority pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended from time to time.
- 4.9. Counterpart Execution. This IGA may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Town of Milliken and Weld Adams Water Development Authority have executed this Intergovernmental Agreement Regarding Easement Option to be effective as of the date first above written.

TOWN OF MILLIKEN

Elizabeth Austin, Mayor

Approved as to form:

Bell Gould Linder & Scott, P.C.
General Legal Counsel to the Town

**WELD ADAMS WATER
DEVELOPMENT AUTHORITY**

Robert A. Lembke, Board President

Approved as to form:

Law Office of Michael E. Davis, LLC
General Legal Counsel to the Authority

CONSENT OF ESTABLISHING ENTITIES

By signing this IGA below, the Establishing Entities individually consent to the terms and conditions hereof.

**UNITED WATER & SANITATION
DISTRICT**

Robert A. Lembke, Board President

**SOUTH BEEBE DRAW
METROPOLITAN DISTRICT**

Robert A. Lembke, Board President

**PLATTE RIVER METROPOLITAN
DISTRICT**

Robert A. Lembke, Board President

EXHIBIT A
EASEMENT OPTION AREA

1. T3N, R67W, section 2;
2. T4N, R67W, section 24;
3. T4N, R67W, section 25;
4. T4N, R67W, section 34;
5. T4N, R67W, section 35;
6. T4N, R67W, section 26; or
7. T4N, R67W, section 27,

County of Weld, State of Colorado.



12.g.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Don Stonebrink , Water/Wastewater Director
Via: Cheryl Powell, Town Administrator
Meeting Date:
April 8, 2026
Item Category: Agreements
Agenda Title: Metron Water Meter Replacement
Attachments:
1. Milliken-Metron Sales Agreement

PURPOSE

For consideration and authorization to allow Mayor Austin to sign an agreement with Metron for the purchase and installation of the remaining 2521 smart water meters for the Town of Milliken.

BACKGROUND

The authorization of this purchase will allow the replacement of older outdated water meters with new Metron Smart Meter technology. This technology eliminates the need for monthly drive by meter reads using radio technology. The new Metron meters will use cellphone technology for instantaneous access by town staff as well as residents. The use of Waterscope will provide a proactive means of identifying water leaks, overuse and help residents actively participate in water conservation efforts by monitoring their own day to day use.

Staff began replacing older water meters as they failed and to date have replaced approximately 700.

BUDGET IMPLICATIONS

The budget appropriation was approved on March 25, 2026. This purchase is a sole source purchase directly from the manufacturer.

STAFF RECOMMENDATIONS

Staff recommends that the Board authorize Mayor Austin to sign an agreement with Metron for the purchase and installation of the remaining 2521 smart water meters for the Town of Milliken.

SUGGESTED MOTION

“I move to authorize Mayor Austin to sign an agreement with Metron for the purchase and installation of the remaining 2521 smart water meters for the Town of Milliken.”



SALES ORDER

Date: 04/02/2026

Order/Account No.: 00041158

WS Account: 4544-0001

Buyer: Milliken

Buyer

Rep:

Address: 1101 Broad St
Milliken, CO
80543

Seller: Metron

Seller Rep: Mike Walley

Address: 5665 Airport Blvd.
Boulder, CO 80301

Phone
Number:

Phone
Number:

(720) 641-5257

E-Mail:

E-Mail:

mikew@metronfarnier.com

Quantity	Product Description	Unit Cost	Total Cost
2500	This package contains the following products: Spectrum 30D 5/8x3/4 Innov8-VN PITMOUNT-5FT	\$35.00	\$87,500.00
2500	VN LTE/Verizon	\$320.00	\$800,000.00
2500	PITMOUNT-5FT	\$60.00	\$150,000.00
2521	10 Year Annual Service Plan	\$0.00	\$0.00
2500	Resi Meter Outdoor Installation	\$95.00	\$237,500.00
7	This package contains the following products: Spectrum 50DLC 1" 10.75"LL Innov8-VN PADDLE 5FT	\$230.00	\$1,610.00
7	VN LTE/Verizon	\$320.00	\$2,240.00
7	PITMOUNT 5FT	\$40.00	\$280.00

7	This package contains the following products: Spectrum 88DL 1.5" 13" LL Innov8-VN	\$600.00	\$4,200.00
7	PITMOUNT-12FT	\$0	\$0
7	VN LTE/Verizon	\$320.00	\$2,240.00
7	PITMOUNT-12FT	\$60.00	\$420.00
7	This package contains the following products: Spectrum 130D 2" 10" LL Innov8-VN PITMOUNT-12FT	\$920.00	\$6,440.00
7	VN LTE/Verizon	\$320.00	\$2,240.00
7	PITMOUNT-12FT	\$60.00	\$420.00
7	Std 2" Spool for S130	\$95.00	\$665.00
7	1-in Meter Outdoor Installation	\$125.00	\$875.00
7	1.5-in Meter Installation	\$250.00	\$1,750.00
7	2-in Meter Installation	\$275.00	\$1,925.00

Ship To: 1101 Broad St, Milliken, Colorado 80543

Delivery:

- FOB Boulder, CO
- Quote is good for 30 days
- Payment net 30 days from date of shipment
- All Non-Stock/Custom product sales are non-returnable and nonrefundable

Subtotal	\$1,300,305.00
Shipping	\$0
Tax	\$0

Payment Terms: Net 30

Residential Programming: 1 Gallon

Commercial Programming: 1 Gallon

Description: meter order and the install for the completion of the changeout to Metron and VN cellular AMI in 2026 the Town wants the installation to start in May and be completed by July

Metron will deliver the meters to Milliken when possible

TOTAL PRICE	\$1,300,305.00

If agreeable, please indicate your acceptance by signing below. This Sales Order and the attached Terms and Conditions of Sale (collectively, the "Order") govern Buyer's purchase of products and services from Seller. This Order constitutes the offer by Seller for the sales of products and services to Buyer and by signing it, Buyer indicates that Buyer accepts all of the terms and conditions contained in this Order and that any inconsistent terms and conditions in any documents associated with a Buyer purchase order or other order document (e.g., general terms and conditions attached to the purchase order form) will be not binding on the parties and of no consequence whatsoever in interpreting the parties' legal rights and responsibilities as they pertain to products or services provided under this Order. No such materials will be deemed to modify, add to, or supersede any provision of this Order. Neither party will have any obligations or liability to the other party with respect to any purchase orders that are not accepted by both parties. By signing below the parties agree to be legally bound by the terms of this Sales Order and the Terms and Conditions of Sale, which are attached hereto and incorporated herein by this reference.

Buyer: Milliken

Seller: Metron

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS OF SALE

In consideration of the mutual promises set forth herein, Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, the products and/or services set forth on the Sales Order (or other such order form) to which these terms are attached or incorporated by reference. As used herein, "Buyer" means the buyer listed on the Order, and "Seller" means MetronFarnier, Inc.

1. **CONTROLLING DOCUMENT.** THIS ORDER CONSTITUTES A REJECTION OF ANY PRIOR OFFER MADE BY SELLER OR BUYER WITH RESPECT TO THE PRODUCTS AND/OR SERVICES SPECIFIED ON THE ORDER AND IS AN OFFER TO SELL SUCH PRODUCTS AND/OR SERVICES ON THE TERMS SET FORTH HEREIN AND NO OTHERS. Buyer's acceptance of this Order shall be evidenced by its execution of the Order or payment of any fees due hereunder, whichever occurs sooner. Buyer's acceptance shall be deemed limited to the terms and conditions of this Order. Except as specifically indicated on the face of this Order, the terms and conditions set forth herein constitute the entire agreement of the parties with respect to the subject matter hereof and cancel and supersede all prior communications, understandings and agreements.

2. **PAYMENT.** Unless otherwise specified in the Order, all products are invoiced and all payment is due upon Buyer's acceptance of the Order. Any services are invoiced following the performance thereof and due and payable upon receipt unless otherwise agreed in writing. All prices for products and services are exclusive of, and Buyer is responsible for, all sales, value added, use and like taxes and any applicable customs duties, import licenses, excise fees or tariffs. Overdue payments shall be subject to interest at a rate of the lesser of the maximum allowed by law or 1 1/2% per month.

3. **PACKING AND SHIPMENT.** Unless otherwise specified, Seller will package all products in a manner which is (i) in accordance with good commercial practice, and (ii) reasonably adequate to ensure safe arrival of the products at the named destination. Seller will mark all containers with necessary lifting, handling, and shipping information and with Order numbers, serial numbers, date of shipment, and the names of the consignee and consignor. An itemized packing list will accompany each shipment of products.

4. **DELIVERY AND ACCEPTANCE.** Quoted lead times and delivery dates are estimates only. Except as otherwise provided in the Order, all products are **Delivered At Place (DAP) to the destination listed in the Order** (Incoterms 2010) and Buyer is solely responsible for the unloading during the delivery window provided and the assembly of such products (including procurement of any necessary tools or resources). Buyer shall have three (3) days following delivery of products to inspect whether such products conform to the amounts and specifications set forth in this Order. Where excess products are delivered, Seller's sole liability and Buyer's exclusive remedy shall be to either accept and pay for the excess or to return the excess to Seller at Seller's cost. Where products delivered otherwise do not meet the specifications set forth in the Order, Buyer's exclusive remedy will be for Seller, at Seller's cost and election, to either correct or replace the non-conforming products or issue a pro rata refund accounting for the defect.

5. **INSTALLATION SERVICES AND SITE PREPARATION.** Upon the parties' agreement and at Buyer's expense, Seller may provide certain services related to the unloading, unpacking, assembly, installation, and/or placement of the products (the "Installation Services") in a designated location at Buyer's facility, the exact location to be agreed to in writing prior to the Installation Services being performed (the "Site"). Buyer shall be responsible for ensuring that the Site is properly prepared for the Installation Services, including, but not limited to, ensuring the grounds of the Site are level, dry, and structurally sound and meets any other requirements provided by Seller in writing. In no event shall Seller be responsible for any preparation of the Site. Seller shall have no liability for improper preparation of the Site by Buyer or its subcontractors. If, in Seller's sole discretion, the Site is not properly prepped upon arrival, Seller

may reschedule the Installation Services and Buyer shall be responsible for all costs and fees associated with such rescheduling of the Installation Services. In no event will Seller be obligated to re-perform any of the Installation Services due to incorrect Site placement or improper Site preparation.

6. **PRODUCT WARRANTY.** Seller warrants that the products as set forth in the applicable documentation accompanying such products. If no warranty documentation accompanies the product, Seller warrants for a period of one year following delivery that all products will (i) be new (except in the case of products known to Buyer to be used or resold) and free from material defects in workmanship, material and manufacture, (ii) not be subject to a security interest, lien, encumbrance or other defect of title, and (iii) substantially comply with the requirements of this Order, including any drawings or specifications incorporated herein. All product warranties are made only to utilities, municipalities and other commercial users purchasing from Seller or its authorized distributor. Warranties do not apply to end-use consumers. The warranties set forth in this Order are made by Seller only to those persons and entities that purchase products directly from Seller or authorized distributors of Seller products. Any products obtained in any manner from any person or entity other than by purchase from Seller or an authorized distributor of Seller products is not covered by the warranties set forth in this Order and Seller makes no warranties, guarantees, or representations with respect to any products so obtained. Where products are delivered in breach of the foregoing warranty and a warranty claim is received during the applicable warranty period, Seller's sole liability and Buyer's exclusive remedy will be for Seller, at Seller's cost and election, to either correct the non-conformity, replace the non-conforming products with conforming products, or issue a refund of the price paid in exchange for return of the products by Buyer. The foregoing warranty does not apply to, and Buyer shall be solely responsible for, any neglect, abuse, improper installation or assembling, handling or storage, or other misuse of the products by anyone other than Seller or its authorized distributors, including any failure to install or assemble the products in accordance with the written installation or assembly instructions furnished with the products. EXCEPT AS EXPRESSLY SET FORTH IN THIS ORDER, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD THERETO, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

7. **CHANGES AND CANCELLATIONS.** Buyer has the right to cancel this Order or request changes in quantities, specifications and/or schedules for any reason, subject to the terms of this Section. Any cancellation, change request, or reschedule request must be in writing. Orders may be cancelled without penalty within three days after Buyer's acceptance of the Order, in which case Seller will refund any deposits paid thereunder by Buyer. Orders canceled more than three days after Buyer's acceptance of the Order but before substantial completion of manufacture of the products are subject to a cancellation fee equal to 50% of the total Order value (offset by any deposits paid). Orders cancelled after substantial completion of manufacture of the products are subject to a cancellation fee equal to 100% of the total Order value (offset by any deposits paid). Such fees are due and payable immediately upon cancellation. All other changes to the Order require mutual written agreement.

8. **TITLE.** Title to all products purchased by Buyer hereunder will pass to Buyer upon Seller's receipt of full payment therefor. As between the parties, all right, title and interest in and to all tools, processes, technologies, know-how, resources, designs and specifications (even if provided by Buyer) used in connection with the manufacture of products hereunder will be and remain with Seller, even if such do not constitute protectable intellectual property (collectively, the "Seller IP").

9. **LIMITATION OF LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR (A) ANY LOST PROFITS, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, REGARDLESS OF FORM OF ACTION (INCLUDING WITHOUT LIMITATION TORT OR CONTRACT), EVEN IF BUYER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) TOTAL AGGREGATE LIABILITY IN EXCESS OF THE TOTAL AMOUNTS PAID FOR THE APPLICABLE PRODUCTS GIVING RISE TO LIABILITY. BUYER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY IS A FUNDAMENTAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF THIS PROVISION, THE ECONOMIC TERMS OF THIS ORDER WOULD BE SUBSTANTIALLY DIFFERENT.

10. **INDEMNITY.** To the full extent of the law, Buyer shall indemnify, defend and hold harmless Seller (including its employees, officers, agents, suppliers and contractors) from and against any and all claims and losses arising out of or related to Buyer's use of the products and/or services following Seller's delivery or completion thereof (as applicable).

11. **N/A**

12. **ASSIGNMENT.** No right or obligation under this Order (other than the right to receive monies due) may be assigned by Buyer without the prior written consent of Seller, and any purported assignment without such consent will be null and void ab initio.

13. **FORCE MAJEURE.** Seller shall not be liable for any failure to deliver products or otherwise perform hereunder to the extent caused by events or circumstances beyond its reasonable control, including but not limited to acts of God, material changes in market conditions or applicable legislation, telecommunications downtime or failures of suppliers or common carriers.

14. **INDEPENDENT CONTRACTOR.** If services are ordered under this Order, Buyer and Seller agree that Seller is an independent contractor and that no partnership or joint venture shall be deemed to exist between them. This Order does not constitute authority for Seller to act for Buyer as its agent or make commitments for Buyer.

15. **SEVERABILITY; WAIVER; NOTICES.** If any provision of this Order is held invalid or unenforceable to any extent or in any application, the remainder of the terms of this Order, or the application of such provision to different persons or circumstances or in different jurisdictions, shall not be affected thereby. No failure or delay of Buyer or Seller in exercising at any time any of its rights, powers or remedies under this Order, in exercising any election or option provided herein, or in requiring the performance by the other party of any of the provisions herein will in any way be construed to be a waiver of such provisions, and any waiver of any provision granted on one occasion shall not be deemed a waiver of such provision on other occasions. All notices relating to a party's rights or obligations hereunder must be in writing and sent to the other party's address set forth in the Order. Notices will be deemed delivered on the third business day (fifth if international) following the date sent.

16. **GOVERNING LAW/VENUE.** All questions, controversies and disputes arising out of this Order will be governed by and construed in accordance with the laws of the State of Colorado without reference to its conflicts of law rules. The U.N. Convention on the International Sale of Goods shall not apply. Buyer and Seller irrevocably consent to the exclusive jurisdiction of the state and federal courts seated in Denver, Colorado for the resolution of any such question, controversy or

dispute, irrespective of any claim of inconvenient forum that may be made.

{End of Document}

Mar-26

Verbal Warning (VW)		Written Notice (WN)			Citation (T)				None (N)
Violation Type	How Reported	Date	Time	Location	Disposition	Brief	Completed	Date	Result
Vin inspection	walk-in	2-Mar	9:52	1201 Broad St	N	out of state title transfer	Yes	2-Mar	completed
Code violation	self	2-Mar	14:23	301 Forest st	WN	inoperable vehicle -CPMV85	Yes	3/6/2026	moved
Code violation	self	3-Mar	11:33	2252 Stage coach dr	WN	Trash both sides of home	No		will followup citation will be issued
Code violation	self	3-Mar	11:33	2432 E Stage coach dr	WN	Expired tags	Yes	3/6/2026	Moved
Code violation	self	3-Mar	11:42	2442 E stage coach dr	WN	warning basketball hoop	Yes	3/3/2026	Moved same day
Traffic stop translate	call	4-Mar	10:42	Forest/Kathleen	T	assisted traffic stop translate	yes		
Code violation	self	4-Mar	14:01	599 S Depot Dr	WN	Trailer COWT12 72 hr warning	Yes	3/6/2026	
Code violation	self	4-Mar	14:16	1023 Dawner LN	WN	Trailer EKJR99 72hr warning	Yes		Moved same day
Animal at Large	self	4-Mar	15:06	242 W Cottonwood st	WN	Owner found	Yes		picked up at location
Traffic stop translate	call	5-Mar	10:42	S Irene/Forest	T	citation issued by officer Mares	Yes		
Code violation	self	5-Mar	11:30	30 E holly	WN	Unoperable vehicle DRKD44	Yes	3/10/2026	Moved
Code violation	self	5-Mar	11:44	381E Hawthorne St	WN	parked on dirt middle of property	yes	3/5/2026	Moved vehicle
Vin inspection	walk-in	5-Mar	13:42	1201 Broad St	N	out of state title transfer	Yes	3/5/2026	
Traffic stop translate	call	6-Mar	15:14	Traillblazer Dr	T	assisted traffic stop translate	Yes		
Animal complaint	call	6-Mar	15:14	2721 E Prairie Dr	WN	Fence issue spoke with owner	Yes		
animal at large	call	9-Mar	7:54	111 N Ethel Ave	N	Owner called to notify dog found	Yes		Nothing further dog found
Code violation	self	9-Mar	11:00	30 E Holly	WN	2 vehicles flat tire 2nd warning	Yes	3/9/2026	Cars moved
Code violation	self	9-Mar	13:49	710 S Rachel Ave	WN	Trailer BNP633 warning	Yes	3/13/2026	moved
Animal complaint	call	9-Mar	14:50	1381 S dusk dr	WN	welfare check on dogs condition	yes		no violation found
Animal complaint	follow-up	10-Mar	10:32	2721 E Prairie Dr	WN	second complaint regarding fence	Yes		owner made changes for safety
Code violation	self	12-Mar	1:14	180 E Illex ct	WN	furniture on corner	Yes	3/15/2026	removed
Code violation	self	12-Mar	2:35	831 S Norma	WN	Trailer warning CGX76	Yes	3/15/2026	Moved
Code violation	self	12-Mar	15:30	1435 S Lotus Dr	N	welfare check on dogs condition	Yes		No violation found
Animal complaint	follow-up	12-Mar	17:11	117 S Ethel Ave	T	Barking dog complaint	Yes		Citation issued
Code violation	self	16-Mar	12:02	319 S Kathleen ave	WN	Yard complaint rail road ties	Yes		No violation found
Code violation	call	17-Mar	11:20	123 Juneberry st	WN	Unoperable vehicle EAAI51	Yes	3/20/2026	vehicle moved
Animal attack	follow-up	17-Mar	14:22	1201 Broad st	N	Followup case 260138	Yes		
Code violation	self	17-Mar	2:22	835 S Lilac ct	WN	Front lawn trash-fish aquarium	yes	3/20/2026	Removed
Code violation	call	18-Mar	9:28	580 bobcat dr		issue with emergency roadway	Yes		Will followup-Lock will be removed
Code violation	self	18-Mar	11:12	241 E Holly St	WN	basketball hoop laying on the street	Yes	3/20/2026	Removed
Vin inspection	walk-in	18-Mar	16:13	1201 Broad st	N	out of state title transfer	yes	3/18/2026	completed
Code violation	call	19-Mar	9:27	161 Oakwood ct	WN	Yard-building material and trash	Yes	3/24/2026	Yard cleaned
Code violation	self	19-Mar	10:17	118 N Irene ave apt B	WN	3 vehicles expired tags	Yes	3/23/2026	moved
1201 broad st	vin inspection	19-Mar	15:45	1201 Broad st	N	out of state title transfer	yes		completed
Code violation	call	19-Mar	4:01	WCR23.75/center dr		New semi parking lot contract	Yes		1 year contract signed
Code violation	self	19-Mar	10:17	281 E Juneberry	WN	Boat no temp or plate	Yes	3/23/2026	Moved to property
Code violation	self	19-Mar	10:34	118 N Irene ave apt B	WN	Expired tags DRLW85	Yes	3/27/2026	Moved
Vin inspection	walk-in	19-Mar	11:30	1201 broad st	N	out of state title transfer	Yes	3/19/2026	completed
642 S Carriage Dr	self	19-Mar	15:45	642 S Carriage Dr	WN	WOD601	Yes	3/22/2026	Moved
Code violation	self	19-Mar	16:01	WCR23.75/center dr	WN	tires/trash spot 27/oil cans	Yes	3/24/2026	
Code violation	self	20-Mar	11:58	906 S Prairie Dr	WN	Boat 72hr warning DBRJ48	No	3/27/2026	will follow-up
Animal complaint	self	20-Mar	14:22	581 S Stagecoach Dr	N	Service dog left at home owner at hospital			gave referrals to homecare agent
Code violation	self	26-Mar	11:24	700 S Stagecoach Dr	WN	3 vehicles expired tags	Yes	3/30/2026	Spoke with owner and will work on movin
Vin inspection	walk-in	23-Mar	12:56	1201 Broad st	N	out of state title transfer	Yes	3/23/2026	completed
Code violation	self	23-Mar	14:00	106 Bogey ct	WN	Parking issue on side of road	Yes		No code violation
Animal at Large	call	24-Mar	7:59	2070 E Lavender Ln	N	Dog running down field	yes		Unable to find
Animal at Large	call	24-Mar	11:52	1559 S Dusk Dr	N	Visable dog at large	Yes		Unable to find
Code violation	self	25-Mar	14:15	1455 Growers Dr	WN	expired tags AWCEL1	Yes	3/30/2026	
Animal complaint	call	25-Mar	14:30	2212 E Stagecoach	N	Puppy crossed road no owner	yes		owner found
Vin inspection	walk-in	25-Mar	14:15	512 S Savannah DR	N	out of state title transfer	Yes		Completed
Follow-up	self	26-Mar	10:08	906 S Prairie DR	T	Boat not moved	Yes	3/26/2026	Issued citation
Vin inspection	self	26-Mar	10:41	1201 Broad st	N	out of state title transfer	Yes	3/26/2026	completed
Code violation	call	26-Mar	16:16	1329 Dusk Dr	N	car abandment	Yes	3/26/2026	Spoke with owner moves daily
Code violation	self	27-Mar	10:46	921 S village dr	WN	Expired plates 116XTB	No		will follow-up
Code violation	self	27-Mar	11:14	1116 E Elm st	WN	Expired plates R1DING7	Yes	3/30/2026	Moved
Follow-up	self	27-Mar	14:26	332 S Kathleen ave	WN	Warning code 7-2-10	No		Citation will be issued
Code violation	self	30-Mar	11:01	1303 Forest St	WN	5 vehicles expired tags	No	4/1/2026	1 vehicle left to move
Code violation	self	30-Mar	11:33	207 S Dorothy ave	WN	expired tags DRLB17	No		Will follow-up 72hr
Code violation	self	30-Mar	11:42	114 S Ethel Ave	WN	Warning 72 expired tags	No		Will follow-up 72hr
Code violation	self	30-Mar	2:04	2541 E Prairie Dr	WN	unoperable vehicle	Yes		Moved
Code violation	self	30-Mar	14:27	642 S Carriage Dr	WN	Stolen plates/unoperable truck	Yes		Contact made by officer
Code violation	self	30-Mar	15:34	729 S Depot Dr	WN	Warning trailer	Yes	3/31/2026	Moved
Follow-up	self	31-Mar	9:50	332 S Kathleen ave	WN	folllup unable to make contact	Yes		Citation will be issued
Code violation	self	31-Mar	11:13	801 Stagecoach Dr	WN	incorrect parking	No		Will follow-up 72hr
Vin inspection	walk-in	31-Mar	13:48	1201 Broad st	N	out of state title transfer	Yes		complete
code violation	self	31-Mar	16:37	208 S Olive st	WN	2 campers over 72hr	No		will recheck 4/3/26



"A Community Working Together"

Monthly Police Report March 2026

Personnel:

- Chief Garcia attended the CACP Board Meeting and the Weld County Chief Association Meeting.
- Natalya Barton has accepted the Police Officer Position. Her start day is April 6th. We look forward to having her on the team.

Training:

- Officers Fernandez and Officer Greg attended a Cartel training, focused on identifiers and trafficking in Colorado.
- Officer Martin attended a Drone training. Adding additional UAV pilots to our Drone Program.

Community Outreach

- The Police Department will be sponsoring the Annual Easter Extravaganza held at Sappington Park on April 4th. We look forward to a great event.

Calls for Service

	Total calls for service	Total - All Citations	Total Police Reports Generated	Total Arrests
December 2025	446	75	66	17
January 2026	550	81	53	9
February 2026	512	132	53	12
March 2026	510	88	59	14

March 2026 Arrests

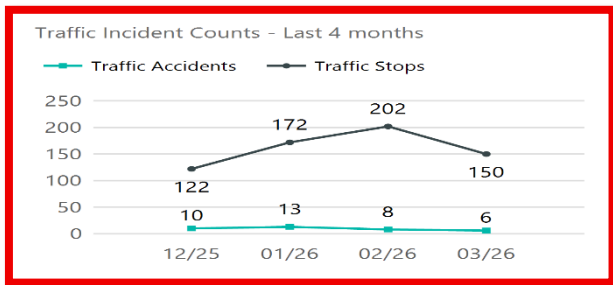
Classification	Number of Arrests
ASSAULT	3
DAMAGED PROPERTY	1
DUI	1
THEFT	1
TRAFFIC (CRIMINAL VIOLATION)	5
TRAFFIC ACCIDENT	1
WARRANT	1
WEAPONS OFFENSE	1
Total Arrests	14

Top 5 Traffic Accident Locations March 2026

Address	Total
HWY 60 / WCR 19	1
HWY 257 / WCR 48.5	1
Hwy 60/ South Traders Lane	1
South Marjorie Ave/ East Mtn Ash Ct.	1
Hwy 60 / Two Rivers PKWY	1
Total	5

Top 5 Traffic Stop Locations March 2026

Address	Total
WCR 378/ 65 th Ave.	11
WCR 378/ Two Rivers PKWY	8
WCR 46 / South Colony Trail Dr.	5
WCR 46/ S. Horsemint Ave.	5
Broad St / N. Alice Ave.	4
Total	33

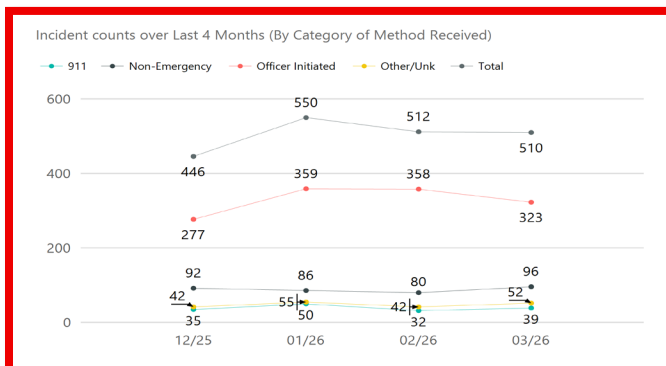


Total Overall Incidents (By Method Received) March 2026

Total	<u>510</u>
911	39
Non-Emergency	96
Officer Initiated	323
Safe 2 Tell	1
Teletype	1
Text to 911	1
Unknown	49

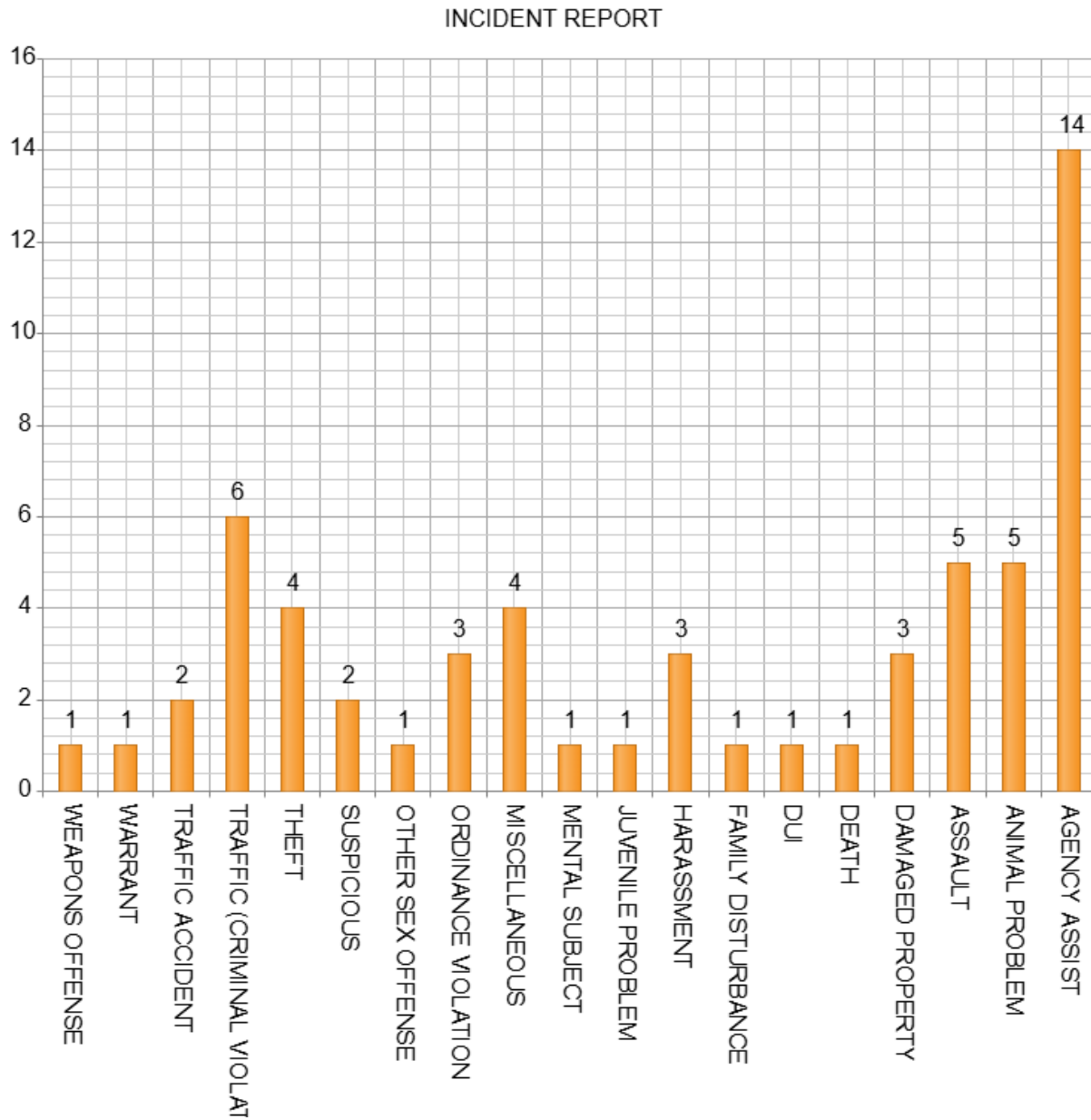
Total Overall Incidents (By Priority) March 2026

Total	<u>510</u>
1-Critical	1
2- High	17
3- Medium	80
4- Low	70
5- General Services	183
8- Informational	1
9- Traffic/CC	158



Part I Index Crimes 2026 FBI/NIBRS/UCR	Jan 2026	FEB 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026	September 2026	October 2026	November 2026	December 2026
VIOLENT CRIMES												
MURDER AND NON-NEGLIGENT MANSLAUGHTER	0	0	0									
RAPE	0	0	0									
ROBBERY	0	0	0									
AGGRAVATED ASSAULTS	0	0	0									
TOTAL	0	0	0									
PROPERTY CRIMES												
BURGLARY	0	0	0									
LARCENY-THEFT	1	3	4									
MOTOR VEHICLE THEFT	0	0	0									
ARSON	0	0	0									
TOTAL	1	3	4									

March 2026 Incident Report



March 2026 Citation Report

CITATION REPORT

