# TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

## Meeting Agenda

## Town Council

**Tuesday, June 9, 2026** | **6:30 PM** | **Council Chambers**

**Regular Meeting**

**Link to Watch or Comment Virtually: www.erieco.gov/CouncilMeeting**

### I. Call Meeting to Order and Pledge of Allegiance

*6:30 p.m.*

### II. Roll Call

### III. Approval of the Agenda

### IV. Consent Agenda

*6:30-6:35 p.m.*

2026-371 Approval of the May 12, 2026 Town Council Meeting Minutes

***Attachments:*** 05-12-2026 Council Minutes

2026-320 2026 Juneteenth Proclamation, Sponsored by Council Members Brian O'Connor, Anil Pesaramelli, and Emily Baer

***Attachments:*** Proclamation

2026-54 A Resolution of the Town Council Approving a Lease Agreement with COcreate Erie (formerly Erie Makerspace)

***Attachments:*** Resolution 26-087

Lease Agreement

2026-313 A Resolution of the Town Council of the Town of Erie Approving a Purchase Agreement with Robert V. Michel and Christi J. Michel for the Purchase of three Colorado-Big Thompson Units

***Attachments:*** Resolution 26-108

Purchase Agreement

Escrow Agreement

2026-322 A Resolution of the Town Council of the Town of Erie Approving a Grant Agreement with the Division of Aeronautics for Erie Municipal Airport Pavement Maintenance

***Attachments:*** Resolution 26-109

2026-326 A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with C.R. Contracting for the Airport Pavement Maintenance

***Attachments:*** 2 26634 Contract Agreement

Resolution.docx

2026-352 A Resolution of the Town Council of the Town of Erie Approving the Construction Contract with Colorado Boring Company for the Fiber from Water Plant to Tank Site Project

***Attachments:*** Agreement

Resolution 26-110

2026-355 A Resolution of the Town Council of the Town of Erie Approving an Agreement with Traffic Signal Controls, Inc. for the Purchase of Traffic Detection Equipment

***Attachments:*** Agreement

Resolution 26-111

2026-356 A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Construction Contract with Facilities Contracting, LLC, for the Erie Maintenance Storage Facility Expansion Project PR-25-17

***Attachments:*** Resolution

First Amendment

Original Contract

## V. Public Comment

*6:35-6:45 p.m.*

*(This agenda item provides the public an opportunity to discuss Consent Agenda items, General Business items that are not Public Hearings or items not on the Agenda.)*

## VI. General Business

2026-341 2026 Loving Day Proclamation, Sponsored by Council Member O'Connor, Council Member Baer, and Mayor Moore

***Attachments:*** Proclamation

*6:45-6:50 p.m.*
*Presenter(s): Council Member Brian O'Connor*
*Council Member Emily Baer*
*Mayor Andrew Moore*

2026-358 Presentation of 90 Second Celebration Video

*6:50-6:55 p.m.*

*Presenter(s): Julian Jacquin, Director of Economic Development & TOEURA*

2026-344 PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Amending Chapters 6 and 11 of Title 10 of the Erie Municipal Code Regarding Landscaping

***Attachments:*** Resolution P26-09
Staff Report
Presentation
Public Notice
Ordinance 027-2026

*6:55-7:25 p.m.*
*Presenter(s): Dylan King, Sustainability and Water Conservation Specialist II*

2026-362 Erie Chamber of Commerce - 2026 Action Plan

***Attachments:*** Presentation

*7:25-7:40 p.m.*
*Presenter(s): Pat Vero, Executive Director, Erie Chamber of Commerce*

2026-363 We Love Erie Business Collective - 2026 Action Plan

***Attachments:*** Presentation

*7:40-7:55 p.m.*
*Presenter(s): Victoria Meyer, Board Treasurer, We Love Erie Business Collective*
*Christina Pisano, Board Member, We Love Erie Business Collective*

## VII. Council Member Reports and Announcements

*7:55-8:10 p.m.*

## VIII. Town Manager Report

*8:10-8:15 p.m.*

## IX. Town Attorney Report

*8:15-8:20 p.m.*

## X. Executive Session

2026-372 EXECUTIVE SESSION to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); and to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); for which a topic cannot be disclosed without compromising the purpose of the executive session.

*8:20-8:50 p.m.*

## XI. Adjournment

*8:50 p.m.*

*(The Town Council's Goal is that all meetings be adjourned by 10:30pm. An agenda check will be conducted at or about 10:00 p.m., and no later than at the end of the first item finished after 10:00 p.m. Items not completed prior to adjournment will generally be taken up at the next regular meeting.)*

## Translation Services

*Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or other accommodation should email the Town Clerk's Office at TownClerk@ErieCO.gov or call 303-926-2710. Please submit requests at least 48 hours prior to the meeting.*

*Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al TownClerk@ErieCO.gov o 303-926-2710. Por favor envíe sus solicitudes al menos 48 horas antes de la reunión.*

**File #:** 2026-371, **Version:** 1

**SUBJECT:**
Approval of the May 12, 2026 Town Council Meeting Minutes

**DEPARTMENT:** Administrative Operations

**PRESENTER(S):** Debbie Stamp, Town Clerk

**TIME ESTIMATE:** 0 minutes
*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**
NA

**POLICY ISSUES:**
NA

**STAFF RECOMMENDATION:**
Approve the minutes from the May 12, 2026 Town Council Meeting.

**SUMMARY/KEY POINTS**
NA

**BACKGROUND OF SUBJECT MATTER:**
NA

**ATTACHMENT(S):**
1. 05-12-2026 Council Minutes

# TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

## Meeting Minutes

## Town Council

**Tuesday, May 12, 2026** | **6:30 PM** | **Council Chambers**

**Regular Meeting**

**Link to Watch or Comment Virtually: www.erieco.gov/CouncilMeeting**

### I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 6:30 p.m.

### II. Roll Call

**Present:** 7 - Mayor Moore, Mayor Pro Tem Bell, Council Member Pesaramelli, Council Member O'Connor, Council Member Baer, Council Member Mortellaro, and Council Member Hoback

### III. Approval of the Agenda

**Council Member Mortellaro made a motion to approve the Agenda. Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 6:31 p.m.**

**Ayes** 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

### IV. Consent Agenda

2026-328 Approval of the April 28, 2026 Town Council Meeting Minutes

***Attachments:*** 04-28-2026 Council Minutes

2026-25 Police Week and Peace Officers' Memorial Day Proclamation; Sponsors Council Members Brian O'Connor & Anil Pesaramelli

***Attachments:*** Proclamation

2026-224 Asian American, Native Hawaiian, and Pacific Islander Heritage Month Proclamation; Sponsor(s): Council Members Anil Pesaramelli, Brian O'Connor, and Emily Baer

***Attachments:*** Proclamation

2026-230 A Proclamation Recognizing Public Works Week; Sponsored by Council Member Baer

***Attachments:*** Proclamation
Public Works Week Poster

2026-284 Proclamation: 2026 Building Safety Month; Sponsor(s): Mayor Pro Tem Brandon Bell and Council Member Dan Hoback

***Attachments:*** Proclamation

2026-131 A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Burns & McDonnell for the Zone 3 Tank and Systems Improvements Project

***Attachments:*** Resolution 26-093
Agreement

2026-229 A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with Western Plains Construction for the 2026 Street Maintenance - Phase 2

***Attachments:*** Construction Contract
Resolution 26-091

2026-258 A Resolution of the Town Council of the Town of Erie Appointing Members to the Airport Economic Development Advisory Board, the Historic Preservation Advisory Board, the Open Space and Trails Advisory Board, the Sustainability Advisory Board, and the Tree Advisory Board

***Attachments:*** Resolution 26-074
AEDAB Applications
HPAB Applications
OSTAB Applications
SAB Applications
TAB Applications
Recommended Appointments & Term List

2026-302 A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services Under Cooperative Purchase Agreement with Star Playgrounds for Playground Equipment at Coal Miner Park

***Attachments:*** Agreement for Services Under Cooperative Purchase Agreement
Resolution 26-094

2026-306 A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to Professional Services Agreement with D2C Architects, Inc. for the Erie Police Department Expansion and Remodel Project Design (P24-519)

***Attachments:*** Resolution 26-095
Second Amendment

2026-318 A Resolution of the Town Council of the Town of Erie Approving a Data Sharing and License Agreement with the Colorado Department of Labor and Employment for Quarterly Census of Employment and Wages Data

***Attachments:*** Resolution 26-092
Agreement

**Mayor Pro Tem Bell made a motion to approve the Consent Agenda. Council Member Baer seconded the motion. The motion passed by the following vote at 6:34 p.m.**

**Ayes** 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

## V. Public Comment On Non-Agenda and Consent Items only.

Mayor Moore read the Public Comment rules and opened Public Comment at 6:35 p.m.

The following spoke:
1. Michael Katalinich spoke about leaving the Page Property as open space.
2. Sherri Brimer spoke about keeping the Page Property as open space.
3. Tehmasp Chaudhri spoke positively about the Erie Police Academy.
4. Meghan Hughes spoke about keeping the Page Property as open space.
5. Linden Herschberger spoke positively about the Erie Police Academy.
6. Ann Mannette Ansay spoke about keeping the Page Property as open space.
7. Winfried Reichett spoke about keeping the Page Property as open space and adding affordable housing.

8. Karyl Bunzey spoke about the Page Property and how it used to have buffalo on it.
9. Frank Strazzabosco spoke about keeping the Page Property as open space.
10. Rose Butterworth spoke about keeping the Page Property as open space.
11. Kevin Vannorsdel spoke about keeping the Page Property as open space as he is concerned about the traffic design.
12. Maria Hughes spoke about keeping the Page Property as open space.
13. Dan Walker spoke about keeping the Page Property as open space.
14. Molly Rice spoke about keeping the Page Property as open space.
15. Sarah Knighten spoke about keeping the Page Property as open space and has several concerns about developing the property.
16. Jean Kozalka spoke about keeping the Page Property as open space.
17. Claire Scott spoke about the ARPA funds used to purchase the Page Property.
18. Steve Franca spoke about keeping the Page Property as open space.
19. Moit Katernick spoke about keeping the Page Property as open space.

With no additional speakers in person or online virtually, Mayor Moore closed Public Comment at 7:08 p.m.

## VI. General Business

2026-319 A Resolution of the Town Council of the Town of Erie Declaring a Stage 2 - Watch Condition under Erie's Drought and Water Supply Shortage Plan

***Attachments:*** Resolution 26-097
Memo
Final 2021 Drought and Water Supply Shortage Plan 5.12
Drought Stage 2 Recommendation
Drought Stage Response Measure Tables

Dylan King, Sustainability & Water Conservation Specialist II, and Eryka Thorley, Sustainability Manager, presented the item at 7:09 p.m.

**Mayor Pro Tem Bell made a motion to approve Resolution 26-097. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 7:27 p.m.**

**Ayes** 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

2026-317 Page Property Update & Discussion

***Attachments:*** Presentation

April 13, 2026 Letter to Council Regarding the Page Property

Sarah Nurmela, Director of Planning & Development, and Luke Bolinger, Director of Parks & Recreation, presented the item at 7:28 p.m.

Meeting went into Recess

Meeting Reconvened

**Mayor Moore made a motion to 1) bring back an ordinance to Council to zone the Page Property as Agriculture Open Space sometime this summer, 2) during the 2027 budget process provide a plan to have the TNAC Fund reimburse the General Fund for the ARPA money used to purchase the property, and 3) In 2027, assuming funding is approved in the budget, determine the feasibility of future uses that may include items such as, but not limited to, creating a Nature Center/Historical Center, a Trailhead where all trails in the area come together and a paved or gravel parking lot for the Trailhead and Old Town overflow parking. Council Member Mortellaro seconded the motion.**

**After more discussion and at Meredyth Muth's, Interim Town Manager, suggestion, Mayor Moore approved an amendment to his motion to ask staff to bring back an Open Space zoning designation later this summer with a suggestion at that time of which parts should be kept as Agriculture Open Space and which should be kept as Reserve Open Space.**

**With that Mayor Moore called the vote. The motion and amendment passed by the following vote at 8:46 p.m.**

**Ayes** 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

## VIII. Council Member Reports and Announcements

Council Members spoke about the Legislative Session being over tomorrow, Erie Bee is up and running and will be available during the Town Fair, given a great tour of Schofield, Erie Town Fair is this weekend, a big Thank You to Town Forestry Team and TAB for the efforts taken after the snow storm last week, thank you to staff PumpTrack races last Saturday, thank you to MVFPD for the Community Academy, and the paperwork will be in on May 25 for the name change to Erie Parkway.

## IX. Town Manager Report

Meredyth Muth, Interim Town Manager, wanted to remind everyone of the Town Fair, the Farmer's Market begins on Thursday night, and there is no meeting scheduled for next Tuesday night.

## XI. Town Attorney Report

Breena Meng, Town Attorney, had nothing to report.

## XII. Adjournment

Mayor Moore adjourned the meeting at 9:06 p.m.

Approved _____
Mayor

Attest _____
Town Clerk

Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-320, **Version:** 1

**SUBJECT:**
2026 Juneteenth Proclamation, Sponsored by Council Members Brian O'Connor, Anil Pesaramelli, and Emily Baer

**DEPARTMENT:** Human Resources

**PRESENTER(S):** Kat Hazel-Shimko, Human Resources Business Partner
Council Member Brian O'Connor, Sponsor
Council Member Anil Pesaramelli, Sponsor
Council Member Emily Baer, Sponsor

**TIME ESTIMATE:** 0 minutes
*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**
N/A

**POLICY ISSUES:**
Town Council may approve proclamations supporting chosen issues.

**STAFF RECOMMENDATION:**
Approve the Proclamation

**SUMMARY/KEY POINTS**

- Recognizes Juneteenth and honors the resilience and contributions of Black Americans throughout history.
- Acknowledges the ongoing importance of equity, inclusion, and community dialogue.
- Encourages reflection, education, and unity to help build a more inclusive community.

**BACKGROUND OF SUBJECT MATTER:**
Juneteenth commemorates June 19, 1865, the day enslaved African Americans in Galveston, Texas, learned of their freedom following the Emancipation Proclamation. Recognized as a federal holiday in 2021, Juneteenth honors freedom, resilience, and the continued pursuit of equity, inclusion, and justice within communities across the nation.

**ATTACHMENT(S):**

1. Proclamation

TOWN OF ERIE
1874

## Juneteenth Proclamation

**Whereas**, Juneteenth commemorates June 19, 1865, the day when enslaved African Americans in Galveston Texas, learned of their freedom, more than two years after the issuance of the Emancipation Proclamation; and

**Whereas,** communities across the nation observe Juneteenth through education, reflection, service, cultural celebrations, and dialogue that foster understanding and unity; and

**Whereas,** while significant progress has been made since the abolition of slavery, Black Americans continue to face inequities, discrimination, and systemic barriers, and Juneteenth serves as both a recognition of those ongoing challenges and a celebration of the resilience, strength, and lasting contributions of Black communities throughout our nation; and

**Whereas,** Juneteenth reminds us of the importance of continuing to build a community rooted in dignity, respect, fairness, and belonging for every individual; and

**Whereas,** this year's Juneteenth theme, "Honoring the Past, Serving the Present, Inspiring the Future," recognizes the importance of reflecting on our nation's history, supporting and uplifting Black communities today, and continuing to build a more equitable, inclusive, and hopeful future for generations to come; and

**Whereas,** the Town of Erie encourages residents to learn about the significance of Juneteenth and to reflect on the ongoing work of advancing equity, understanding, and justice within our community and belonging; and

**Whereas,** Juneteenth traces its origins to the Emancipation Proclamation issued by President Abraham Lincoln in 1863 and the eventual enforcement of freedom for enslaved people in Texas on June 19, 1865, and was later formally recognized as a federal holiday through the Juneteenth National Independence Day Act signed into law by President Joseph R. Biden Jr. in 2021; and

**Now, therefore**, the Town Council does hereby proclaim that Juneteenth will be celebrated on June 19, 2026, and calls upon all residents in the Town of Erie to observe this month with appropriate ceremonies, activities, and programs.

**Dated this 9th day of June, 2026.**

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

# TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

## Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-54, **Version:** 1

**SUBJECT:**
A Resolution of the Town Council Approving a Lease Agreement with COcreate Erie (formerly Erie Makerspace)

**DEPARTMENT:** Economic Development
Parks & Recreation

**PRESENTER(S):** Stephanie Pitts-Nagus, Economic Development Manager
Luke Bolinger, Director of Parks & Recreation

**TIME ESTIMATE:** 0 minutes
*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

| | |
|---|---|
| Revenue Recommended: | $ 50,000 |
| Fund | Trails and Natural Areas Fund |
| Line Item Number: | 210-00-000-481000-000000 (Revenue) |
| New Appropriation Required: | Yes |

**POLICY ISSUES:**
This item has minimal policy implications and is consistent with prior Council direction to activate the makerspace as a community amenity.

**STAFF RECOMMENDATION:**
Approve the resolution to enter into a Lease Agreement with COcreate Erie for the operation of the Erie Makerspace.

**SUMMARY/KEY POINTS**

- This item seeks Council approval to enter into a lease agreement with COcreate Erie to operate the makerspace located at Schofield Farm.
- The lease establishes a five-year structure (one-year initial term with renewal options), outlines operational responsibilities, and requires ongoing reporting to the Town.
- The agreement formalizes the transition from project development to operations and activation of the Erie Makerspace.

**BACKGROUND OF SUBJECT MATTER:**
The Town of Erie has been working toward the development of a community makerspace at the Schofield Farm property since 2021, following a feasibility study and multiple rounds of community engagement. This work confirmed strong interest in a shared space for creative making, classes, and hands-on learning, and led to the Town's investment in the design and redevelopment of the Quonset Hut.

The Town is now transitioning from construction to operations and is proposing to enter into a lease agreement with COcreate Erie, a local 501(c)(3) nonprofit organization, to operate the makerspace. Under the terms of the lease, COcreate Erie will be responsible for day-to-day operations, programming, membership management, and equipment, while the Town will continue to own and maintain the facility.

The lease includes an initial one-year term beginning June 1, 2026, with up to four one-year renewal options, and establishes an annual rent of $50,000. The agreement also includes requirements related to insurance, maintenance, safety, and quarterly and annual reporting to ensure ongoing oversight of operations.

**ATTACHMENT(S):**
1. Resolution
2. Lease Agreement

**Town of Erie**
**Resolution No. 26-087**

**A Resolution of the Town Council of the Town of Erie Approving a Lease Agreement with COcreate Erie for the Operation of a Makerspace**

**Whereas**, the Town of Erie (the "Town") owns the property located at 2203 North 111th Street, including the Quonset Hut at the Schofield Farm site;

**Whereas**, the Town has invested in the design and redevelopment of the facility to establish a community makerspace;

**Whereas**, a makerspace is intended to serve as a creative, community-oriented space that provides access to tools, equipment, classes, and hands-on learning opportunities for Erie residents;

**Whereas**, the Town issued a Request for Qualifications to identify a qualified organization to operate the makerspace, and COcreate Erie, a Colorado nonprofit organization, was selected through that process; and

**Whereas**, the Town and COcreate Erie have negotiated a Lease Agreement that establishes the terms for use, operation, and management of the makerspace, under which the Town retains ownership of the facility and COcreate Erie is responsible for day-to-day operations.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado that:**

**Section 1.** The Lease Agreement between the Town of Erie and COcreate Erie is hereby approved in substantially the form attached hereto, subject to approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Lease Agreement on behalf of the Town.

**Adopted this 9th day of June, 2026.**

_____
Andrew J. Moore, Mayor

**Attest:**

_____
Debbie Stamp, Town Clerk

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

# Lease Agreement

This Lease Agreement (the "Agreement") is made and entered into this ___ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 ("the Town"), and COcreate Erie, a Colorado nonprofit corporation with an address of 2203 North 111th St., Unit A, Erie, CO 80516 (the "Lessee") (each a "Party" and collectively the "Parties").

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

## I. Property

The Town owns the buildings and real property located at 2203 North 111th Street, Erie, Colorado 80516 (the "Property"), including the refurbished Quonset hut (the "Leased Premises") located on the Property, as shown on Exhibit A, attached hereto and incorporated herein. The Leased Premises consists of the entirety of the Quonset hut, which contains a total of 2,734 square feet, and the outdoor space on the east and west ends of the building, which consists of a total of 1,094 square feet. Subject to the terms and conditions of this Agreement, the Town agrees to lease, demise, and let the Leased Premises unto the Lessee.

Lessee has inspected the physical condition of the Property and Leased Premises and receives the Property in "as is" condition, with all faults and defects. The Town does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises.

Town further grants to Lessee the nonexclusive right to use in common with the Town and general public those areas or parts of the Property, including but not limited to restrooms, sidewalks, driveways, the adjacent parking lot, landscaped areas, and such other areas or parts of the Property as may be designated by the Town as part of the Common Areas ("Common Areas") subject to such rules and regulations as the Town may adopt and modify from time to time relative to the use of the Common Areas. The Common Areas shall at all times be subject to the exclusive management and control of the Town, and the Town shall have the right, from time to time, to establish, modify, and enforce reasonable rules and regulations with respect to all such Common Areas, and the use of such Common Areas by Lessee shall be subject to such rules and regulations. The Town may do and perform such acts in and to the Common Areas as, in the Town's good judgement, shall determine to be advisable. The Town reserves the right to make alterations, additions, deletions or changes including, but not limited to changes in size and configuration of the Common Areas, provided that (i) Lessee has access to the Leased Premises at all times, and (ii) the exercise of such rights do not unreasonably interfere with Lessee's operations in the Leased Premises. The Town reserves the right to

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

temporarily close the adjacent parking lot to perform necessary repairs, maintenance, and improvements to the surface parking area. The Town further reserves the right to temporarily close access to the adjacent parking lot for any Town-sponsored event or activity.

## II. Term and Termination

A. *Initial Term.* This Agreement shall become effective on the Effective Date. The term of the lease shall commence on July 1, 2026 (the "Lease Commencement Date") and have an initial term of 12 months terminating on June 30, 2027 (the "Initial Term"), unless sooner terminated pursuant to the terms of this Lease.

B. *Renewal.* This Agreement may be renewed for four successive 12-month terms if Lessee provides the Town with written notice (each a "Lessee Renewal Notice") within 90 days prior to the end of the respective term, and the Town agrees in writing to such renewal within 15 days of receipt of the Lessee Renewal Notice (each a "Renewal Term," and collectively with the Initial Term, the "Term"). If the Town fails to respond in writing within 15 days of receipt of the Lessee Renewal Notice, the Town will be deemed to have agreed to the Renewal Term and the lease shall be extended for a 12-month term.

C. *Termination*.

i. Should Lessee violate any provision of this Agreement, the Town may terminate this Agreement upon 30 days' prior written notice.

ii. Concurrently with this Agreement, the Parties are entering into a Sponsorship Agreement where the Town will provide funding to Lessee in exchange for certain benefits. If the Sponsorship Agreement is terminated or the Town fails to appropriate funding for the Sponsorship Agreement, this Agreement will automatically terminate at the end of the then-current 12-month term.

D. *Early Possession*. Lessee shall have access to the Leased Premises once a temporary certificate of occupancy has been issued for the Leased Premises. The Town shall be responsible for obtaining the temporary certificate of occupancy and certificate of occupancy for the Leased Premises. Lessee may access and use the Leased Premises prior to the Lease Commencement Date, for the purpose of installing fixtures and furniture, computer equipment, telephone equipment, makerspace equipment, personal property, or other similar work in preparation for the opening of Lessee's use of the Leased Premises. Such early access and possession shall be subject to and upon all of the terms and conditions of this Agreement.

## III. Rent

Lessee agrees to pay rent to the Town in the amount of $50,000.00 for the Initial Term and each Renewal Term of this Lease. Rent shall be due and payable 60

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

days after the commencement of the Initial Term or Renewal Term. Rent shall be paid in the manner directed and at the place designated by the Town.

## IV. Use and Occupancy

A. *Use Limitations*. The Leased Premises shall be used solely for the operation of a nonprofit, community-oriented makerspace, including but not limited to educational programming, fabrication, prototyping, training workshops, community events, and related administrative and support functions consistent with Lessee's nonprofit mission. Lessee shall not use or permit the Leased Premises to be used for any other purpose without the prior written consent of the Town, which consent may be granted or withheld in the Town's sole discretion. Lessee shall not commit or suffer to be committed any waste or damage upon the Leased Premises or any nuisance to be created or maintained thereon. Lessee shall also keep the Leased Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees, and visitors.

B. *Alteration of Property*. The Town shall not be required to make any improvements to or repairs of any kind or character on the Leased Premises during the term of this Lease, except as provided in this Agreement or as may be deemed necessary by the Town. Lessee shall not, without the prior written consent of the Town, make any alterations, improvements, or additions to the Property. Any approved alterations shall be performed at Lessee's sole cost and expense, in a good and workmanlike manner, and in compliance with all applicable laws, codes, and regulations. Lessee shall indemnify and hold the Town harmless against any liability, loss, damage, costs, or expenses, including attorneys' fees, on account of any claims of any nature whatsoever, including but not limited to claims of liens by laborers, material suppliers, or others for work performed or materials or supplies furnished to Lessee or persons claiming under Lessee.

C. *Hazardous Materials and Substances*. To the best of Town's knowledge, no hazardous materials are or have been contained on or about the Property and no hazardous materials were released on or about the Property by the Town. Lessee shall at all times comply with all applicable laws, including without limitation all current and future federal, State, and local statutes, regulations, ordinances, and rules relating to, without limitation the following: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; the protection of human health, safety, or the indoor or outdoor environment; all applicable environmental statutes of the State of Colorado; and all federal, State, or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders, or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect.

D. *Maintenance and Repairs.*

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

i. *Lessee's Obligations.* Except for the Town's obligations pursuant to subsection ii. and except for the negligence of the Town, Lessee shall keep in good repair and maintain the Leased Premises in a sanitary condition and comply with all fire, safety, health, environmental, building, zoning, anti-discrimination, and all other laws regulating the use of the Leased Premises now or hereafter in force. Lessee will be responsible for any maintenance and repair of the Leased Premises not considered a Town obligation pursuant to subsection ii.

ii. *Town's Obligations.* Town will maintain and keep in good repair, at Town's expense, the structural portions of the Leased Premises, including the roof, foundation, exterior walls, and the main plumbing, electrical, HVAC systems serving the Leased Premises; reasonable wear and tear and uninsured losses and damages caused by Lessee excluded. The term "exterior walls" shall include windows, glass or plate glass, and doors. Lessee shall promptly give the Town written notice of any repair required by the Town pursuant to this subsection, after which the Town will have a reasonable opportunity to repair the Leased Premises.

E. *Conduct*. Lessee shall not cause or permit any disorderly conduct, noise or nuisance upon or about the Property which may annoy or disturb other tenants located in the Leased Premises or persons on adjacent property.

F. *Damage.* If any part of the Leased Premises is damaged or destroyed through the intentional act, negligence, carelessness, or abuse of or by Lessee, Lessee's agents, employees, contractors, or invitees, the cost of all necessary repairs and replacements shall be paid by Lessee to the Town on demand.

G. *Covenant of Quiet Enjoyment*. The Town covenants that Lessee shall enjoy quiet and undisturbed possession and use of the Leased Premises during the Term, including any Renewal Term, subject to the terms and conditions of this Agreement.

H. *Entry and Inspection by the Town*. The Town and the Town's agents and employees shall have the right to enter the Leased Property with at least 24 hours' advance notice, and immediately in the case of emergency, for the purpose of examination or inspection, and to make such alterations, repairs, improvements, or additions to the Property as the Town deems necessary or desirable or as required by subsection D.ii.

I. *Signage*. Lessee, at its own cost, shall have the right to install signs upon the Property with the Town's prior approval, in compliance with the Town of Erie's sign code. Lessee shall remove all such signs at the termination of this Agreement. Such installations and removals shall be made in such manner as to avoid injury or damage to the Property.

J. *Care and Surrender of the Leased Premises.* At the termination of this Lease, Lessee shall deliver the Leased Premises to the Town in the same condition as the

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

Leased Premises were in at the beginning of the Term, ordinary wear and tear excepted; and Lessee shall remove all of Lessee's movable furniture and other effects. All moveable furniture and other effects not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by the Town without notice to Lessee or any other person, and without obligation to account therefor, and Lessee shall pay the Town all expenses incurred in connection with disposing such property. Lessee's obligation to observe or perform this covenant shall survive the termination of this Lease. Lessee shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed, or imposed, and which become payable during the Term of this Lease upon Lessee's operations, occupancy, or conduct of business at the Leased Premises, or upon Lessee's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Leased Premises.

K. *Parking.* Lessee, Lessee's employees, and Lessee's invitees shall have the non-exclusive right to use in common with the Town and all of the lessees of the Property and their respective employees, contractors, invitees, permittees, and other persons, the non-reserved common automobile parking areas, driveways, and walkways located at the Property.

## V. Utilities

Lessee shall pay, prior to delinquency, all charges for utilities and services of every kind and nature used on or provided to the Leased Premises during the term of this Lease, including but not limited to water, sewer, electricity, access control, surveillance, internet and telecommunications services, and trash and waste management services.

All utility and service accounts shall be placed in Lessee's name where practicable. In the event any utility or service charge is assessed to or paid by the Town on Lessee's behalf, Lessee shall reimburse the Town for such costs within 30 days of written demand, and such reimbursement shall be deemed additional rent. The written demand provided by the Town will include a copy of the invoice or payment of such charge. The Town shall not be liable for any interruption or failure of utility or service delivery, and Lessee agrees to indemnify and hold the Town harmless from any claims arising from Lessee's use of utilities or services for which Lessee is responsible.

## VI. Reporting Requirements

A. *Quarterly Reports*. The Lessee shall submit to the Town quarterly performance reports containing the following information: (1) number of events held during a reporting period; (2) a summary of events conducted during a reporting period, including event type, event attendance, and the number of paid and free events, (3) number of memberships sold or issued during a reporting period; (4) number of active memberships; (5) most recent financial statement of Lessee, including a balance sheet and profit and loss statement; and (6) other information as directed by the Town. The

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

first quarterly report shall be submitted on or before October 15, 2026 covering the period of June 1, 2026 through September 30, 2026. All subsequent quarterly reports must be submitted as follows:

| **Reporting Period** | **Report Deadline** |
|---|---|
| October 1 – December 31 | January 15 |
| January 1 – March 31 | April 15 |
| April 1 – June 30 | July 15 |
| July 1 – September 30 | October 15 |

B. *Annual Reports*. Lessee must submit annually to the Town, within 90 days of the end of each calendar year, financial statements of the Lessee audited by an independent certified public accountant, which must include an annual balance sheet and profit and loss statement.

C. *Submission of Reports*. All reports required by this Section must be submitted in a reasonable manner directed by the Town and on Town-approved forms.

## VII. Default

A. *Event of Default*. The failure by Lessee to comply with any provision of this Agreement shall constitute a default of this Agreement. Failure of the Town to perform its obligations under this Agreement shall constitute a default of this Agreement.

B. *Remedies*. Upon a default, the Town may re-enter and take possession of the Leased Premises. In addition, the Town may take any action at law or in equity to enforce performance of any obligation of Lessee under this Agreement. The Town's remedies shall be cumulative, and the exercise of one remedy shall not prevent the exercise of any other available remedy.

C. *Attorney Fees and Costs*. If the Town brings suit to enforce any provision of this Lease or for recovery of the Leased Premises, the Town shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

## VIII. Indemnification

Lessee agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs, and assigns from and against all claims, liability, damages, losses, expenses, and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent caused by the act or omission of Lessee or Lessee's employees, volunteers, representatives, agents, or invitees.

## IX. Insurance

a. *Coverages*. Throughout the term of this Agreement, Lessee shall maintain, at its sole cost and expense, insurance coverage meeting or exceeding the following requirements:

i. Commercial general liability insurance written on an occurrence form, in common use, including coverage for premises and operations, personal and advertising injury, products and completed operations, contractual liability, and broad form property damage, covering the Leased Premises and Lessee's use thereof against claims for bodily injury, death, and property damage occurring upon, in, or about the Property, with limits of not less than Two Million Dollars ($2,000,000) combined single limit per occurrence, or such higher limits as may be required by the Town from time to time based on the nature of Lessee's operations. Coverage shall specifically include risks associated with makerspace operations, including but not limited to the use of tools, equipment, machinery, fabrication activities, educational programming, workshops, and community events involving members, volunteers, and participants.

ii. Automobile Liability with minimum limits of $300,000 combined single limit applicable to all owned, hired, and non-owned vehicles used at the Leased Premises.

iii. Workers' compensation insurance as required by the laws of the State of Colorado, together with employer's liability coverage as customary for similarly situated organizations.

iv. Property Insurance covering Lessee's tools, equipment, furnishings, inventory, and personal property located on or within the Property, written on a replacement cost basis. The Town shall have no responsibility for loss or damage to Lessee's property.

v. Additional coverages as the Town may reasonably require based on Lessee's specific operations, including coverage related to volunteers, special events, or higher-risk activities.

b. *Form*. All policies shall be issued by solvent insurance companies licensed to do business in Colorado. The commercial policy shall be written as a primary policy, which does not contribute to and is not in excess of coverage carried by the Town. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

changed without at least 30 days' prior written notice to the Town. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Lessee. Lessee shall be solely responsible for any deductible losses under any policy.

## X. Miscellaneous

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

B. *Severability*. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be valid and enforceable to the extent permitted by law.

C. *Governing Law and Venue*. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, and any legal action arising out of this Agreement shall be brought in Boulder County, Colorado.

D. *Notice*. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail to the other Party at the address set forth on the first page of this Agreement.

E. *Successors*. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives, administrators, executors and devisees.

F. *Assignment and Subletting*. Lessee shall not assign this Agreement or sublet any portion of the Leased Premises.

G. *No Waiver*. A failure of a Party to enforce any term of this Agreement shall not be deemed to be a waiver of any other term of this Agreement.

H. *Subordination*. This Agreement is and shall be subordinate to all existing and future liens and encumbrances against the Leased Premises.

I. *No Joint Venture*. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

J. *Governmental Immunity*. Nothing herein shall be construed as a waiver of any protections or immunities the Town may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

K. *No Third-Party Beneficiaries*. There are no intended third-party beneficiaries to this Agreement.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**Town of Erie, Colorado**

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

**Lessee**

**COcreate Erie**
a Colorado non-profit corporation

DocuSigned by:
Karen Hofmeister
F83473B85F084C3...

Name:
Title:

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

# EXHIBIT A
# LEASED PREMISES



Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-313, **Version:** 1

**SUBJECT:**
A Resolution of the Town Council of the Town of Erie Approving a Purchase Agreement with Robert V. Michel and Christi J. Michel for the Purchase of three Colorado-Big Thompson Units

**DEPARTMENT:** Utilities

**PRESENTER(S):** Todd Fessenden, Utilities Director

**TIME ESTIMATE:** 20 minutes
*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

| | |
|---|---|
| Cost as Recommended: | $171,000 |
| Balance Available: | $59,400.00 + $111,600 transfer request |
| Fund | Water Fund |
| Line Item Number: | 500-75-110-603500-267509 |
| Budget Transfer: | $111,600 from 500-75-110-605000-257513 |
| New Appropriation Required: | No |

**POLICY ISSUES:**
Town Council must approve expenditures of this amount according to the Purchasing Policy.

**STAFF RECOMMENDATION:**
Approve the Resolution

**SUMMARY/KEY POINTS**

- The Town's primary water rights are held in roughly 7,300 shares of CBT.
- CBT can be delivered directly to the Lynn R. Morgan Water Treatment Facility and is a source of high-quality raw water.
- The Town seeks to grow its investment in this source if the price is reasonable.

**BACKGROUND OF SUBJECT MATTER:**
Town staff were approached recently by a private broker looking to sell shares of CBT for a client. Staff referred the broker to our water legal counsel team at Lyons Gaddis who negotiated the price and term of the sale. Staff and legal counsel believe the price is reasonable for this small amount of

shares and believe it is in the Town's best interest to continue to invest in the CBT project when funds and timing allow.

The project is over the existing budget. In order to complete this project, staff asks Council to transfer $111,600 to Budget Line Number 500-75-110-603500-100007 (Raw Water Acquisitions - NISP) from (500-75-110-605000-257513) (NISP Conveyance Easement Acquisitions).

**ATTACHMENT(S):**

1. Resolution
2. Purchase Agreement
3. Escrow Agreement

**Town of Erie**
**Resolution No. 26-108**

**A Resolution of the Town Council of the Town of Erie Approving a Purchase Agreement with Robert V. Michel and Christi J. Michel for the Purchase of three (3) Colorado-Big Thompson Units**

**Whereas**, C.R.S. § 31-35-101 authorizes the purchase by a municipality of rights and interests in water, waterways, and water franchises in order to supply the municipality and its residents with water; and

**Whereas**, Robert V. Michel and Christi J. Michel agreed to sell and the Town of Erie agreed to purchase three (3) units in the Colorado-Big Thompson Project.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado that:**

**Section 1.** The Purchase Agreement by and between the Town of Erie and Robert V. Michel and Christi J. Michel for the Town's acquisition of three (3) Colorado-Big Thompson Units is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution. The Town Council hereby authorizes the expenditure of the funds for the Earnest Money Deposit.

**Section 2.** The Mayor is hereby authorized to sign the Agreement and is further authorized to negotiate and approve on behalf of the Town such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered. Town Manager Meredyth Muth is also authorized to execute all closing documents for this transaction.

**Adopted this 9th day of June, 2026.**

_____
Andrew J. Moore, Mayor

**Attest:**

_____
Debbie Stamp, Town Clerk

# AGREEMENT FOR SALE AND PURCHASE OF CBT UNITS

This Agreement for Sale and Purchase of CBT Units (this "Agreement") is made and entered into this _____ day of _____, 2026 by and between **THE TOWN OF ERIE**, with a mailing address of 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as "Purchaser," and **ROBERT V. MICHEL** and **CHRISTI J. MICHEL**, both in their individual capacities and in their capacities as Trustees of the **ROBERT AND CHRISTI MICHEL LIVING TRUST DATED MARCH 11, 2019**, with a mailing address of 1036 South County Road 21, Berthoud, Colorado 80513, hereinafter referred to as "Sellers." Purchaser and Sellers are referred to individually as a "Party" and collectively as the "Parties."

For and in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CBT UNITS TO BE TRANSFERRED.** The Purchaser agrees to buy and the Sellers agree to sell three (3) Units in the Colorado-Big Thompson Project ("CBT Units"), as evidenced by an allotment contract ("Allotment Contract") from the Northern Colorado Water Conservancy District ("Northern"). Said CBT Units are currently allocated to the property that is described in **Exhibit A** attached hereto and incorporated by reference herein ("Real Property"). The CBT Units shall be transferred by Seller to Purchaser in accordance with this Agreement, free and clear of all liens and encumbrances, including but not limited to all deeds of trust, liens, security interests, prior or preemptive rights to purchase, encumbrances and assessments, leases or other pending sale's agreements or first rights of refusal ("Liens").

2. **PURCHASE PRICE AND PAYMENT TERMS.** The purchase price per CBT Unit shall be $57,000.00, for a total purchase price for all three (3) CBT Units of $171,000.00 (the "Purchase Price"). This transaction is being scheduled for presentation at Purchaser's Council Meeting on **June 9, 2026**. By **June 12, 2026**, Purchaser shall deposit the sum of $20,000.00 with Land Title Guarantee Company, 772 Whalers Way, Suite 100, Fort Collins, Colorado 80525, Attn: Donna Manci, Email: dmanci@ltgc.com ("Escrow Agent") as earnest money (the "Earnest Money

Deposit"). Purchaser shall deposit the remainder of the Purchase Price in the amount of $151,000.00 with Escrow Agent on or before **August 1, 2026**. The transfer of the CBT Units to the Purchaser shall be considered and acted upon at the regularly scheduled Northern Board meeting no later than its **August 13, 2026** Board Meeting (the "Northern Board Meeting"), for which the Board packet deadline is **July 1, 2026**. The Purchase Price shall be released from escrow to Sellers pursuant to the terms of the Escrow Agreement, attached hereto as **Exhibit B**, upon the occurrence of all of the following conditions (the "Closing Conditions"):

a) written confirmation from Northern that an Allotment Contract for the CBT Units will be issued to the Purchaser upon Purchaser's payment to Northern of 2026 assessments for the CBT Units (municipal rate of $56.17 per CBT Unit x 3 Units = $168.51 total assessment payment for 2026), **and** Purchaser's payment of the $168.51 in assessments prior to the **August 13, 2026** Northern Board Meeting;

b) delivery to Purchaser of an updated (through the date of the Northern Board Meeting) Ownership and Encumbrance Report and an updated Uniform Commercial Code report ("UCC Report") indicating (i) no Liens against the Real Property or the CBT Units or (ii) only Liens that will be released at "Closing," as hereinafter defined; and

c) delivery by Sellers to Purchaser of executed originals of releases of any Liens; and

d) any and all other documents required by Northern to transfer the CBT Units to Purchaser.

If all of the Closing Conditions have not been satisfied by **August 29, 2026**, Sellers and Purchaser shall work in good faith to mutually extend the date of Closing, or Purchaser shall diligently pursue the execution of all necessary documentation, if any, to transfer the CBT Units back to Sellers. Upon the completed transfer of CBT Units back to Sellers, all funds in escrow shall be released to Purchaser by Sellers.

3. **ESCROW AGENT.** The Parties agree and appoint Land Title Guarantee Company as Escrow Agent pursuant to the terms of the Escrow Agreement attached hereto as **Exhibit B**. Purchaser shall each pay all of the escrow fees (total of $400).

4. **CLOSING.** Upon the satisfaction of the Closing Conditions, the Parties shall close on the purchase and sale of the CBT Units as contemplated in this Agreement (the "Closing") through the Escrow Agent as soon as reasonably practical but in no event later than **August 29, 2026**, unless a written extension is executed by the Parties hereto.

5. **APPROVAL OF THIRD PARTIES.** Time is of the essence. Both Purchaser and Sellers recognize the need for obtaining necessary signatures from various third Parties, including Northern, to accomplish this transfer; and it is agreed that both Purchaser and Sellers will cooperate and exercise their timely and best efforts to obtain same. If after that effort, either Party is unable to obtain the signatures, then the Escrow Agent shall return all money deposited to the Purchaser and this Agreement shall become null and void and all rights and obligations hereunder shall terminate. All matters required for Northern's approval must be submitted to Northern by **July 1, 2026**, unless that date is extended by Northern, and ready for presentation to Northern's Board of Directors no later than the August Northern Board Meeting.

6. **WARRANTY.** Sellers warrant to Purchaser that the CBT Units will be conveyed free and clear of all Liens. Said warranty shall survive the Closing and the transfer of the allocation of the CBT Units by Northern to Purchaser.

7. **DEFAULT.**

a) In the event that Purchaser defaults in making or performing any covenant provided for in this Agreement, Sellers shall give written notice of the default to the Purchaser. If the default is not cured within ten (10) days after delivery of the notice, then Sellers shall have the right to receive the Earnest Money Deposit as liquidated damages as its sole and exclusive remedy under this Agreement.

b) In the event that Sellers (i) defaults in the performance of any of Sellers' material obligations under this Agreement, other than its obligation to proceed to Closing (for which there shall be no cure period), which default remains uncured for ten (10) days after delivery of notice from Purchaser to Sellers of such default, or (ii) defaults in its obligation to proceed to Closing or otherwise fails to consummate the transaction contemplated by this Agreement, Purchaser may either elect to terminate this Agreement by giving written notice to Sellers or elect to treat this Agreement as being in full force and effect and Purchaser shall have the right to an action for specific performance. If Purchaser properly terminates this Agreement, the Earnest Money Deposit shall be refunded to Purchaser. If Purchaser proceeds to Closing notwithstanding any defaults by Sellers, Purchaser shall be deemed to have waived such known defaults.

c) The Parties expressly waive, and agree that in no event shall either Party be liable for, any speculative, consequential, or punitive damages as a result of this Agreement.

8. **TRANSFER FEES.** Sellers shall pay any transfer fees charged by Northern for issuance of any Allotment Contract evidencing the CBT Units in the Purchaser's name.

9. **ASSESSMENTS.** Sellers have not yet paid the assessments for the current CBT Water Year (*i.e.*, the 2026 CBT Water Year), as agricultural CBT Units are paid through property taxes one year in arrears. As stated above in Paragraph 2, Purchaser shall pay the 2026 assessments for the CBT Units. Purchaser shall pay any other charges necessary for Purchaser's use of the water allotted to the CBT Units, including without limitation Northern's Rule 11 charges. Purchaser shall have use of water allotted to the CBT Units for the 2026 Water Year and thereafter.

10. **OWNERSHIP AND ENCUMBRANCE REPORT AND UCC REPORT.** At its cost, Purchaser shall obtain an Ownership and Encumbrance Report no later than June 5, 2026, evidencing that Sellers hold title to the CBT Units and that there are no Liens on the CBT Units or only Liens that will be released at Closing. Purchaser may obtain a UCC Report in its discretion and at its cost. The Ownership

and Encumbrance Report and any UCC Report shall be updated at Closing through the date of the NCWCD Board Meeting. If any Liens and/or encumbrances appear on said Ownership and Encumbrance Report or UCC Report at that time, Purchaser may elect to terminate this Agreement in writing and all rights and obligations hereunder shall terminate and this agreement shall be null and void. In such case, all funds in escrow shall be returned to Purchaser.

**11. GOVERNING LAW.** It is expressly understood and agreed between the Parties that this Agreement shall be governed by, and its terms construed under, the laws of the State of Colorado.

**12. HEADINGS.** Paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

**13. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**14. LEGAL ADVICE.** All Parties are hereby advised to seek competent tax and/or legal advice regarding this transaction.

**15. NOTICES.** Any notice or other communication given by either Party to the other Party hereunder shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery, if delivered personally to the Party to whom notice is given at the address specified below; or (ii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below; or (iii) on the date and at the time shown on the delivery acknowledgment provided by the courier if sent by a nationally recognized overnight courier service (such as Federal Express) that provides evidence of delivery; or (iv) on the date and at the time shown on the e-mail message if sent to the e-mail addresses specified below (or at such other addresses as has been previously furnished in writing to the other Party):

If to Purchaser, to:

Town of Erie

c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
303-926-2895
tfessenden@erieco.gov

With a copy to:

Lyons Gaddis, P.C.
Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027
303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Sellers, to:

Robert and Christi Michel Living Trust
c/o Robert V. Michel and Christi J. Michel, Trustees
1036 South County Road 21
Berthoud, CO 80513
Email: christi50.cm@gmail.com

16. **AUTHORITY ON BEHALF OF SELLERS.** Sellers represent and warrant that their signatories to this Agreement are authorized to enter and implement this Agreement on behalf of Sellers, both in their individual capacities and as trustees. Sellers consent to providing a copy of the underlying formation agreement or other document that authorizes the signatories to the Agreement to act on behalf of the Sellers, including the authority to sell the CBT Units held by Sellers, to Purchaser and to NCWCD.

17. **NOTICE OF ACCEPTANCE; COUNTERPARTS.** If this proposal is accepted by all Parties by virtue of signatures below and if all Parties receive notice of such acceptance on or before the close of business on **June 12, 2026**, this instrument shall become a binding contract between Sellers and Purchaser, and shall inure to the benefit of their heirs, successors and assigns. If this proposal is not so accepted by all Parties by **June 12, 2026**, this proposal shall become null and void, and of no effect.

This Agreement may be executed in counterparts, which collectively shall be deemed to be a full and complete copy between the Parties. Electronic signatures of the Parties shall be valid and binding upon the Parties.

[*Remainder of page intentionally left blank. Signature pages to follow.*]

SIGNATURE PAGE
TO THE
AGREEMENT FOR SALE AND PURCHASE OF CBT UNITS

**PURCHASER: TOWN OF ERIE**

By: _____
Andrew Moore, Mayor

Date: _____

**SELLERS:**

**ROBERT V. MICHEL, INDIVIDUALLY AND AS TRUSTEE OF THE ROBERT AND CHRISTI MICHEL LIVING TRUST DATED MARCH 11, 2019,**

Signature: _____
Name: Robert V. Michel
Date: 5-20-2026

**CHRISTI J. MICHEL, INDIVIDUALLY AND AS TRUSTEE OF THE ROBERT AND CHRISTI MICHEL LIVING TRUST DATED MARCH 11, 2019**

Signature: _____
Name: Christi J. Michel
Date: 5/20/2026

# EXHIBIT A
## Legal Description of the Real Property

**Street Address:**
1036 S. County Road 21
Berthoud, Colorado 80513

**Larimer County Assessor Parcel No.:**
9428200013

**Metes and Bounds Legal Description:**
PAR IN 28-4-69, BEG AT PT N 0 21' 15" E 733.28 FT & S 81 15' 40" E 50.64 FT FROM W 1/4 COR, S 0 21' 15" E 334.48 FT, N 89 57' 43" E 451.35 FT, N 3 6' 8"W 273.16 FT, S 86 53' 52" W 145 FT, N 71 10' 25



## EXHIBIT B

## ESCROW AGREEMENT

1. **PARTIES**. The parties to this Escrow Agreement are the Town of Erie ("Purchaser") and **ROBERT V. MICHEL** and **CHRISTI J. MICHEL**, both in their individual capacities and in their capacities as Trustees of the **ROBERT AND CHRISTI MICHEL LIVING TRUST DATED MARCH 11, 2019** ("Sellers"), and Land Title Guarantee Company ("Escrow Agent"). Purchaser, Sellers, and Escrow Agent are referred to individually as a "Party" and collectively as the "Parties."

2. **RECITAL.** The Sellers and Purchaser have entered into an Agreement for Purchase and Sale of three (3) Units in the Colorado-Big Thompson Project ("CBT Units") which is operated by the Northern Colorado Conservancy District ("NCWCD") attached hereto as **EXHIBIT 1** ("Sales Agreement"). All terms not defined here shall have the meaning given to them in the Sales Agreement.

3. **DEPOSITS INTO ESCROW.** The Purchaser will deposit $20,000.00 as the Earnest Money Deposit by **June 12, 2026**, and the balance of $151,000.00 into escrow with the Escrow Agent by **August 1, 2026**. If any deposit does not occur by its specified deadline, the Escrow Agent shall notify Sellers, Purchaser, and NCWCD.

4. **ESCROW ACCOUNT FEES.** The Purchaser hereby agrees to pay Escrow Agent $400.00 as consideration for this Escrow Agreement upon the execution hereof.

5. **CONDITIONS FOR CLOSING.** Funds held under this Escrow Agreement shall be disbursed as set forth in Section 6 on or before **August 29, 2026**, upon confirmation of the following:

   a. Written confirmation from Northern that an Allotment Contract for the CBT Units will be issued to the Purchaser upon Purchaser's payment to Northern of 2026 assessments for the CBT Units (municipal rate of $56.17 per CBT Unit x 3 Units = $168.51 total assessment payment for 2026), **and** Purchaser's payment of the $168.51 in assessments prior to the **August 13, 2026** Northern Board Meeting;

b. Copies of the releases of all deeds of trust, liens, security interests, and encumbrances ("Liens"), if any, on said CBT Units; and

c. Updated Ownership and Encumbrance Report; and

d. Uniform Commercial Code Report(s), showing unencumbered title or only Liens that will be released at Closing through the date of the NCWCD Board Meeting at which the transfer of the CBT Units is reviewed for approval by NCWCD; and

e. Any and all other documents required by NCWCD to transfer the CBT Units to Purchaser.

6. **DISBURSEMENT OF FUNDS FROM SALES AGREEMENT.** Within ten (10) days of the written notice from Purchaser or delivery of the documents referenced in Section 5 hereof to Escrow Agent, the funds shall be distributed as follows, unless otherwise agreed to in any final settlement statement(s) signed by the Parties:

a. $171,000.00 to Sellers.

7. **FAILURE OF SALES AGREEMENT TO CLOSE.** In the event the conditions in the Sales Agreement are not satisfied on or before **August 29, 2026**, Escrow Agent shall deliver all funds in Escrow with any interest to Purchaser, unless the Parties extend that deadline pursuant to Section 2 of the Sales Agreement.

8. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Escrow Agreement.

9. **INDEMNIFICATIONS.** In the event of any conflicting demand made upon it in connection with this Escrow Agreement, Escrow Agent may continue to hold the escrowed funds until receipt of instructions from both Parties or until a final order by a court of competent jurisdiction resolving the subject dispute. Escrow Agent shall be entitled to rely upon any such final order. If for any reason the Parties fail to resolve a dispute, Escrow Agent may, at its discretion, commence a civil action to interplead any conflicting demands made upon it. Escrow Agent's

deposit with a court of competent jurisdiction of the escrowed funds shall relieve Escrow Agent from all further liability and responsibility hereunder. To the extent permitted by law, the Parties agree to indemnify and save Escrow Agent harmless against all costs, damages, attorneys' fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Escrow Agreement, including any interpleader action brought by Escrow Agent. Escrow Agent shall not be liable for any act it may do or omit to do hereunder while acting in good faith and in the exercise of its reasonable judgment, and any act done or omitted by Escrow Agent pursuant to the advice of its attorney shall be conclusive evidence of such good faith and reasonable judgment.

**10. NOTICES**. Any notice pursuant to this Escrow Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) e-mail transmission of a PDF copy of the signed written notice, sent to the intended addressee at the email address set forth below, or to such other physical or email address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of e-mail transmission, as of the date of the e-mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Escrow Agreement shall be as follows.

If to Purchaser, to:

Town of Erie
c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
303-926-2895
tfessenden@erieco.gov

With a copy to:

Lyons Gaddis, P.C.
Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027

303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Sellers, to:

Robert and Christi Michel Living Trust
c/o Robert V. Michel and Christi J. Michel, Trustees
1036 South County Road 21
Berthoud, CO 80513
Email: Christi.cm@gmail.com

If to Escrow Agent:

Land Title Guarantee Company
772 Whalers Way, Suite 100
Fort Collins, Colorado 80525
Attn: Donna Manci
Email: dmanci@ltgc.com

**11. TIME OF THE ESSENCE.** Time is of the essence to all performance required by the instructions hereunder.

**12. PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the instructions hereunder.

[*Remainder of page intentionally left blank. Signature page to follow.*]

SIGNATURE PAGE
TO ESCROW AGREEMENT

**PURCHASER:**
**Town of Erie**

By: _____
Andrew Moore, Mayor

Date: _____

**SELLER:**

**ROBERT V. MICHEL, INDIVIDUALLY AND AS TRUSTEE OF THE ROBERT AND CHRISTI MICHEL LIVING TRUST DATED MARCH 11, 2019,**

Signature: _____
Name: Robert V. Michel
Date: 5-20-2026

**SELLER:**

**CHRISTI J. MICHEL, INDIVIDUALLY AND AS TRUSTEE OF THE ROBERT AND CHRISTI MICHEL LIVING TRUST DATED MARCH 11, 2019**

Signature: _____
Name: Christi J. Michel
Date: May 20, 2026

**ESCROW AGENT:**
**Land Title Guarantee Company**

By: _____
Name: _____
Title: _____
Date: _____

## EXHIBIT B

## ESCROW AGREEMENT

1. **PARTIES.** The parties to this Escrow Agreement are the Town of Erie ("Purchaser") and **ROBERT V. MICHEL** and **CHRISTI J. MICHEL**, both in their individual capacities and in their capacities as Trustees of the **ROBERT AND CHRISTI MICHEL LIVING TRUST DATED MARCH 11, 2019** ("Sellers"), and Land Title Guarantee Company ("Escrow Agent"). Purchaser, Sellers, and Escrow Agent are referred to individually as a "Party" and collectively as the "Parties."

2. **RECITAL.** The Sellers and Purchaser have entered into an Agreement for Purchase and Sale of three (3) Units in the Colorado-Big Thompson Project ("CBT Units") which is operated by the Northern Colorado Conservancy District ("NCWCD") attached hereto as **EXHIBIT 1** ("Sales Agreement"). All terms not defined here shall have the meaning given to them in the Sales Agreement.

3. **DEPOSITS INTO ESCROW.** The Purchaser will deposit $20,000.00 as the Earnest Money Deposit by **June 12, 2026**, and the balance of $151,000.00 into escrow with the Escrow Agent by **August 1, 2026**. If any deposit does not occur by its specified deadline, the Escrow Agent shall notify Sellers, Purchaser, and NCWCD.

4. **ESCROW ACCOUNT FEES.** The Purchaser hereby agrees to pay Escrow Agent $400.00 as consideration for this Escrow Agreement upon the execution hereof.

5. **CONDITIONS FOR CLOSING.** Funds held under this Escrow Agreement shall be disbursed as set forth in Section 6 on or before **August 29, 2026**, upon confirmation of the following:

   a. Written confirmation from Northern that an Allotment Contract for the CBT Units will be issued to the Purchaser upon Purchaser's payment to Northern of 2026 assessments for the CBT Units (municipal rate of $56.17 per CBT Unit x 3 Units = $168.51 total assessment payment for 2026), **and** Purchaser's payment of the $168.51 in assessments prior to the **August 13, 2026** Northern Board Meeting;

b. Copies of the releases of all deeds of trust, liens, security interests, and encumbrances ("Liens"), if any, on said CBT Units; and

c. Updated Ownership and Encumbrance Report; and

d. Uniform Commercial Code Report(s), showing unencumbered title or only Liens that will be released at Closing through the date of the NCWCD Board Meeting at which the transfer of the CBT Units is reviewed for approval by NCWCD; and

e. Any and all other documents required by NCWCD to transfer the CBT Units to Purchaser.

6. **DISBURSEMENT OF FUNDS FROM SALES AGREEMENT.** Within ten (10) days of the written notice from Purchaser or delivery of the documents referenced in Section 5 hereof to Escrow Agent, the funds shall be distributed as follows, unless otherwise agreed to in any final settlement statement(s) signed by the Parties:

a. $171,000.00 to Sellers.

7. **FAILURE OF SALES AGREEMENT TO CLOSE.** In the event the conditions in the Sales Agreement are not satisfied on or before **August 29, 2026,** Escrow Agent shall deliver all funds in Escrow with any interest to Purchaser, unless the Parties extend that deadline pursuant to Section 2 of the Sales Agreement.

8. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Escrow Agreement.

9. **INDEMNIFICATIONS.** In the event of any conflicting demand made upon it in connection with this Escrow Agreement, Escrow Agent may continue to hold the escrowed funds until receipt of instructions from both Parties or until a final order by a court of competent jurisdiction resolving the subject dispute. Escrow Agent shall be entitled to rely upon any such final order. If for any reason the Parties fail to resolve a dispute, Escrow Agent may, at its discretion, commence a civil action to interplead any conflicting demands made upon it. Escrow Agent's

deposit with a court of competent jurisdiction of the escrowed funds shall relieve Escrow Agent from all further liability and responsibility hereunder. To the extent permitted by law, the Parties agree to indemnify and save Escrow Agent harmless against all costs, damages, attorneys' fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Escrow Agreement, including any interpleader action brought by Escrow Agent. Escrow Agent shall not be liable for any act it may do or omit to do hereunder while acting in good faith and in the exercise of its reasonable judgment, and any act done or omitted by Escrow Agent pursuant to the advice of its attorney shall be conclusive evidence of such good faith and reasonable judgment.

**10. NOTICES**. Any notice pursuant to this Escrow Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) e-mail transmission of a PDF copy of the signed written notice, sent to the intended addressee at the email address set forth below, or to such other physical or email address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of e-mail transmission, as of the date of the e-mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Escrow Agreement shall be as follows.

If to Purchaser, to:

Town of Erie
c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
303-926-2895
tfessenden@erieco.gov

With a copy to:

Lyons Gaddis, P.C.
Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027

303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Sellers, to:

Robert and Christi Michel Living Trust
c/o Robert V. Michel and Christi J. Michel, Trustees
1036 South County Road 21
Berthoud, CO 80513
Email: Christi.cm@gmail.com

If to Escrow Agent:

Land Title Guarantee Company
772 Whalers Way, Suite 100
Fort Collins, Colorado 80525
Attn: Donna Manci
Email: dmanci@ltgc.com

**11. TIME OF THE ESSENCE.** Time is of the essence to all performance required by the instructions hereunder.

**12. PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the instructions hereunder.

[*Remainder of page intentionally left blank. Signature page to follow.*]

SIGNATURE PAGE
TO ESCROW AGREEMENT

**PURCHASER:**
**Town of Erie**

By: _____
Andrew Moore, Mayor

Date: _____

**SELLER:**

**ROBERT V. MICHEL, INDIVIDUALLY AND AS TRUSTEE OF THE ROBERT AND CHRISTI MICHEL LIVING TRUST DATED MARCH 11, 2019,**

Signature: _____
Name: Robert V. Michel
Date: 5-20-2026

**SELLER:**

**CHRISTI J. MICHEL, INDIVIDUALLY AND AS TRUSTEE OF THE ROBERT AND CHRISTI MICHEL LIVING TRUST DATED MARCH 11, 2019**

Signature: _____
Name: Christi J. Michel
Date: May 20, 2026

**ESCROW AGENT:**
**Land Title Guarantee Company**

By: D Manci
Name: Donna Manci
Title: Closer
Date: 5.21.26

Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-322, **Version:** 1

**SUBJECT:**
A Resolution of the Town Council of the Town of Erie Approving a Grant Agreement with the Division of Aeronautics for Erie Municipal Airport Pavement Maintenance

**DEPARTMENT:** Public Works

**PRESENTER(S):** David Pasic, Public Works Director

**TIME ESTIMATE:** 0 minutes

**FISCAL SUMMARY:**

| | |
|---|---|
| Cost as Recommended: | $ 6,405 |
| Balance Available: | $ 0 |
| Fund | Airport Fund |
| Line Item Number: | 530-00-000-411200-100168 (Revenue) |
| New Appropriation Required: | Yes |

**POLICY ISSUES:**
Maintaining Town Infrastructure, such as the Airport pavement meets the Town's policy of ensuring safety and meeting our Federal Aviation Authority (FAA) Grant Assurances. Doing so the federal and state grants are fiscally responsible.

**STAFF RECOMMENDATION:**
Approve the resolution

**SUMMARY/KEY POINTS**
- Accepting Colorado Division of Aeronautics (CDOA) grant funding for the airport
- Pavement maintenance needs at the airport
- This grant is funded 95% by FAA, 2.5% by CDOA, and 2.5% Town match.

**BACKGROUND OF SUBJECT MATTER:**
The pavement maintenance project at the Erie Municipal Airport (EIK) will include joint seal replacement, crack sealing, spall repair and new airfield markings for select locations on Runway 16/34, Taxiway A and connectors, and the main apron. The project will include pre-design, design, bidding, construction, inspection, and project closeout. The pavement maintenance project will fix

areas of crumbling or failing concrete, replace failed joint sealant, seal existing racks and provide new airfield pavement markings. The project will increase the useful life of Runway 16/34, Taxiway A and main apron.

At the Mar 24, 2026 Council meeting, the Council approved an initial CDOA grant for the payment maintenance at a 90% CDOA and 10% Town match.

This is an additional grant partially funded by the FAA at 90%, CDOA at 2.5% and Town at 2.5%. This is accepting the additional CDOA grant for that 2.5%.

**ATTACHMENT(S):**

1. Resolution

# Colorado Division of Aeronautics
## Discretionary Aviation Grant Resolution

**RESOLUTION**

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "… that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency…"

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **Town of Erie,** as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **Town of Erie** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances as shown in Exhibit B, Table 1.

FURTHER BE IT RESOLVED:

That the **Town of Erie** hereby designates **David Pasic** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **Town of Erie** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **Town of Erie** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resloution, including all terms and conditions contained therein.

By:_____ Date: _____

Print Name and Title:_____

**ATTEST** (if needed)

By:_____

Print Name and Title:_____

**Exhibit A, Discretionary Aviation Grant Application/Statement of Work**

# Colorado Division of Aeronautics

## APPLICANT INFORMATION

**Applicant Sponsor:**
Town of Erie

**Airport:**
Erie Municipal Airport

**Identifier:**
EIK

**Mailing Address:**
645 Holbrook St
P.O. Box 750
Erie, CO 80516

**Email Address:**
dpasic@erieco.gov

**Phone Number:**
(303) 926-2865

## GRANT DETAILS

**Grant Name:** 26-EIK-02

**Project Director:** David Pasic

**Terms**

| **Execution Date:** | **Expiration Date:** |
|---|---|
| The Effective Date | June 30, 2029 |

## FUNDING SUMMARY

| **Funding Source** | **Funding Amount** |
|---|---|
| State Aviation Grant: | $6,405.00 |
| Local Cash: | $6,406.00 |
| Local In-Kind: | $0.00 |
| Federal Aviation Grant: | $243,403.00 |
| **Total Project Funding:** | **$256,214.00** |

# PROJECT SUMMARY & BUDGET

The pavement maintenance project at the Erie Municipal Airport (EIK) will include joint seal replacement, crack sealing, spall repair and new airfield markings for select locations on Runway 16/34, Taxiway A and connectors, and the main apron. The project will include pre-design, design, bidding, construction, inspection, and project closeout. The pavement maintenance project will fix areas of crumbling or failing concrete, replace failed joint sealant, seal existing cracks and provide new airfield pavement markings. The project will increase the useful life of Runway 16/34, Taxiway A, and the main apron. Anticipated start date in January 2026, and anticipated completion date in December 2026. Total estimated cost: $256,214.

| ELEMENT DESCRIPTION | STATE FUNDING | STATE % | LOCAL FUNDING | LOCAL % | FEDERAL FUNDING | FED % | TOTAL |
|---|---|---|---|---|---|---|---|
| **A.** Participate in Federally Funded Airfield Pavement Maintenance and Markings - BIL | $6,405.00 | Up to 2.50 | $6,406.00 | 2.50 | $243,403.00 | 95.00 | $256,214.00 |
| **TOTALS** | **$6,405.00** | | **$6,406.00** | | **$243,403.00** | | **$256,214.00** |

# Exhibit "B"
# Airport Sponsor Assurances for
# Colorado Discretionary Aviation Grant Funding

*Revised October 15, 2025*

## I. APPLICABILITY

a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.

b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

## II. DURATION

a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

## III. COMPLIANCE

a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.

b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

## IV. AIRPORT SPONSOR STATE GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate

vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

2. **On-Airport Hazard Removal and Mitigation**. The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.

4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

   The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

   a. Operating the airport's aeronautical facilities whenever required;
   b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.

5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.

6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.

7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

**TABLE 1**

| Project Type | Useful Life |
|---|---|
| a. All construction projects (unless listed separately below) | 20 years |
| b. All equipment and vehicles | 10 years |
| c. Pavement rehabilitation (not reconstruction, which is 20 years) | 10 years |
| d. Asphalt seal coat, slurry seal, and joint sealing | 3 years |
| e. Concrete joint replacement | 7 years |
| f. Permanent aviation fuel farms, including storage tanks, dispensing vehicles and related equipment* | 15 years |
| g. Airfield lighting and signage | 10 years |
| h. Navigational Aids | 15 years |
| i. Buildings | 40 years |
| j. Land | Unlimited |

*Temporary, non-permanent aviation fuel storage equipment (such as tank trailers and skid mounted self-contained storage tanks) that is used exclusively to facilitate the transition from 100LL avgas to unleaded avgas is not subject to a specific useful life.

Exhibit "C"

# MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

## State Controller Policy

**Effective Date**:10/12/2023; Revised 3/27/2025

**Approved by:** Robert Jaros, CPA, MBA, JD, Colorado State Controller

### 1. Background

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

### 2. Available Model Small Dollar Grant Awards

The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

A. Financial System Generated Small Dollar Grant Awards. This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
B. Other Approved Forms. A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
C. Backup Forms. If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in §1)a.

### 3. Modifications of Model Small Dollar Grant Awards

A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

A. Exception. The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
B. Unauthorized Modifications. Except as described in §2)a., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified

the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

## 4. Small Dollar Grant Award Exhibits and References

All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with §2), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

A. Additional information technology provisions required by OIT.
B. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
C. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.

## 5. State of Colorado Small Dollar Grant Award Terms and Conditions

A. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any counter-offer automatically cancels this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
B. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) if applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; (2) the Small dollar Grant Award document; (3) these terms and conditions (including, if applicable, Addendum 1 below); and (4) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement,

the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

C. Changes. Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

D. Definitions. The following terms shall be construed and interpreted as follows: (a) "Award" means an award of Federal financial assistance, and the grant setting forth the terms and conditions of that financial assistance, that a Non-Federal Entity receives or administer.;(b) "Budget" means the budget for the Work described in this Agreement; (c) "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11- 101(1); (d) "UCC" means the Uniform Commercial Code in CRS Title 4; (e) "Effective Date" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) "Federal Award" means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1; (h) "Grantee" means the party or parties identified as such in the Grant to which these Terms and Conditions apply. Grantee also means Subrecipient; (i) "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (j) "Matching Funds" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (k) "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or Subrecipient; (l) "Recipient" means the State agency identified on the face of the Small Dollar Grant Award; (m) "Subcontractor" means third parties, if any, engaged by Grantee to aid in performance of the Work; (n) "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency; (o) "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise; and (p) "Work" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

E. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

F. Rights to Materials. [Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.] Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

G. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Grantee must collect, transmit, and store information related to this Agreement in open and machine-readable formats (2 CFR 200.336). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, et seq. Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

H. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision- making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

I. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's

obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

J. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes.

K. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

L. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

M. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

N. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct

or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

O. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

P. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

Q. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

R. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

S. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

T. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

U. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

V. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

W. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

X. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

Y. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of $1,000,000 each occurrence and $1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

Z. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

AA. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.

BB. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

CC. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

DD. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

EE. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, et seq. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

FF. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

GG. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

HH. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

II. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

JJ. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5- 102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this

Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre- employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

KK. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

LL. Whistle Blower Protections. An employee of a grantee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

MM. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103(2.4), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), in in the State of Colorado technology standards. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with ▫ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

## 6. Addendum 1:

Additional Terms & Conditions for Information Technology IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: (a) "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 et seq.; (c) "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) "PHI" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) "State Confidential Information" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, (g) "State Fiscal Rules" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) "State Records" means any and all State data, information, and records, regardless of physical form; (j) "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) "Work Product" means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research,

reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24- 37.5-401 through 406 and 8 CCR §1501-5 and posted at OIT Technical Standards and Policies, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements

and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State

Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at http://oit.state.co.us/ois, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 et seq. In addition, as set forth in §24-74-102, et seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databased containing PII, Grantee shall execute, on behalf of itself and its employees, the Certification PII Individual Certification Form or PII Entity Certification Form on an annual basis and Grantee's duty shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such subcontractors to execute and deliver the certification to the State on an annual basis, so long as the subcontractor has access to State databases containing PII.

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restriction

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not

compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at OIT Policies webpage. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-326, **Version:** 1

**SUBJECT:**
A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with C.R. Contracting for the Airport Pavement Maintenance

**DEPARTMENT:** Public Works

**PRESENTER(S):** David Pasic, Public Works Director

**TIME ESTIMATE:** 0 minutes

**FISCAL SUMMARY:**

| | |
|---|---|
| Cost as Recommended: | $428,854.00 |
| Balance Available: | $489,847.00 |
| Fund | Airport Fund |
| Line Item Number: | 530-70-110-605000-100168 |
| New Appropriation Required: | No |

**POLICY ISSUES:**
Maintaining Town Infrastructure (such as the Airport pavement) meets the Town's policy of ensuring safety and meeting Federal Aviation Authority (FAA) Grant Assurances. In doing so, the Town remains fiscally responsible to federal and state grants.

**STAFF RECOMMENDATION:**
Approve the resolution

**SUMMARY/KEY POINTS**
- Pavement maintenance needed at the airport.
- Grant funded by the Federal Aviation Administration (FAA), Colorado Division of Aeronautics (CDOA), and the Town.

**BACKGROUND OF SUBJECT MATTER:**
The 2026 Capital Budget includes funds for pavement maintenance at the Erie Municipal Airport. On March 24, 2026, Council approved a grant from Colorado Division of Aeronautics (CDOA). On Mar 2, 2026, the Town entered into an agreement with Lochner for design services.

Lochner prepared and requested bids on April 1, 2026. Two bids were received on April 29, 2026. The low bidder was CR Contracting with a bid amount of $428,854.00.

The combination of the design contract with Lochner for $99,700 and construction costs plus an estimated $1,000 for administration expenses (such as advertising costs) puts the project total at $529,554.00.

The Town is working with the Federal Aviation Administration (FAA) for a grant that will be brought to Council at a future meeting. The total funding breakdown is as follows:

**Funding Summary**

| | |
|---|---|
| FAA | $243,403.00 |
| CDOA | $252,411.00 |
| Town | $33,740.00 |
| Total | $529,554.00 |

**ATTACHMENT(S):**

1. Resolution
2. Construction Contract

**CONTRACT AGREEMENT**

**FOR IMPROVEMENTS TO**
**ERIE MUNICIPAL AIRPORT**
**ERIE, COLORADO**

**AIP NO. 3-08-0090-025-2026**
**CDAG NO. 26-EIK-01**

**THIS AGREEMENT**, made as of June , 2026 is **BY AND BETWEEN**

| | | | |
|---|---|---|---|
| The OWNER | Town of Erie<br>645 Holbrook Street<br>Erie, Colorado 80516 | and the CONTRACTOR | C.R. Contracting<br>64435 Strickler Avenue<br>Suite 100<br>Bend, OR 97703 |

**WITNESSETH:**

WHEREAS it is the intent of the Owner to make improvements at Erie Municipal Airport generally described as follows:

Runway 16/34, Taxiways and Connectors, and Apron Pavement Maintenance

hereinafter referred to as the Project. NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree to the following and all that set forth in the Project Documents.

**CONTRACT PRICE –** In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Project Documents, OWNER shall pay the CONTRACTOR an amount equal to: Four Hundred Twenty Eight Thousand Eight Hundred Fifty Four Dollars ($428,854.00).

**CONTRACT TIME –**CONTRACTOR further agrees to complete said work within 30 calendar days of the commencement date stated within the Notice to proceed.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed this Agreement on the day and year first noted herein

| **OWNER** | | **CONTRACTOR** | |
|---|---|---|---|
| Name: | Town of Erie | Name: | C.R. Contracting |
| Address: | 645 Holbrook Street<br>Erie, Colorado 80516 | Address: | 64435 Strickler Avenue<br>Suite 100<br>Bend, OR 97703 |
| | | | C.R. Contracting |
| By: | | | |
| | *Signature* | | *Signature* |
| | *Title of Representative* | | *Title of Representative* |
| ATTEST<br>By: | | ATTEST<br>By: | |
| | *Signature* | | *Signature* |
| | *Title* | | *Title* |

## AGREEMENT

This Agreement is made and entered into this ____ day of June 2026 by and between the Town of Erie, (hereinafter "Sponsor"), a body corporate and politic and constituting a political subdivision of the State of Colorado, and C.R. Contracting (hereinafter "Contractor").

## WITNESSETH

**WHEREAS**, Sponsor received sealed proposals for the provision and furnishing of any and all labor, tools, supplies, equipment, and/or materials necessary and required for Runway 16/34, Taxiway A and Connectors, and Apron Pavement Maintenance, and which more fully defined and identified in AIP No. 3-08-0090-025-2026, or Lochner No. 26634 (hereinafter "Project); and

**WHEREAS**, Contractor submitted a sealed proposal to Sponsor for the Project; and

**WHEREAS**, the Project has been awarded to Contractor; and

**WHEREAS**, Contractor is willing and able to perform all of the work that is necessary and required to complete the Project; and

**THEREFORE**, for and in consideration of the fees, covenants, and agreements contained herein, and for other good and valuable consideration, it is agreed and understood between Sponsor and Contractor:

### ARTICLE 1
### ACCESS TO RECORDS AND REPORTS
### (2 CFR § 200.334, 2 CFR § 200.337, and FAA Order 5100.38)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpt and transcriptions. The Contractor agrees to maintain all books, records, and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### ARTICLE 2
### BREACH OF CONTRACT TERMS
### (2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Contractor must correct the breach. Sponsor may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## ARTICLE 3
## BUY AMERICAN PREFERENCE
## (Title 49 U.S.C. § 50101, Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA))

****SEE INSTRUCTIONS TO BIDDERS - SECTION 22 AND PROPOSAL FOR SOLICITATION COMPLIANCE. ****

## ARTICLE 4
## CIVIL RIGHTS-GENERAL
## (49 U.S.C. § 47123)

**4.1** **General Clause that is used for all contracts, lease agreements and transfer agreements.** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**4.2** **Specific Clause that is used for General Contract Agreements.** The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

**4.3** **Specific Clause that is used for Lease Agreements or Transfer Agreements.** If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

## ARTICLE 5
## CIVIL RIGHTS - TITLE VI ASSURANCE
## (49 U.S.C. § 47123 and FAA Order 1400.11)

****NOTE: SEE INSTRUCTIONS TO BIDDERS - SECTION 23 FOR SOLICITATION COMPLIANCE.****

**5.1** **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.§ 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 U.S.C.§ 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 U.S.C.§ 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C.§ 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.§ 1681, et seq).

**5.2** **Compliance with Nondiscrimination Requirements.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

**1)** **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2)** **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3) **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4) **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   **a.** Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   **b.** Cancelling, terminating, or suspending a contract, in whole or in part.

6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## ARTICLE 6
## CLEAN AIR AND WATER POLLUTION CONTROL
## (2 CFR Part 200, Appendix II(G), 42 U.S.C.§ 7401, et seq, 33 U.S.C.§ 1251, et seq)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

## ARTICLE 7
## CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
## (2 CFR Part 200, Appendix II(E), 29 CFR § 5.5(b)(2), 29 CFR 5.8(a), 40 U.S.C. § 3702(c), 40 U.S.C. § 3704)

**7.1** **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**7.2** **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

**7.3** **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration (FAA) or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

**7.4** **Subcontractors.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## ARTICLE 8
## COPELAND "ANTI-KICKBACK" ACT
## (2 CFR § 200, Appendix II (D) and 29 CFR Parts 3 and 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C.874 and 40 U.S.C.3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Sponsor, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Sponsor must report any violations of the Act to the Federal Aviation Administration.

**ARTICLE 9**
**DAVIS-BACON REQUIREMENTS**
**(2 CFR Part 200, Appendix II(D), 29 CFR Part 5, 49 U.S.C. § 47112(b), 40 U.S.C. §§ 3141-3144, 3146, and 3147)**

**9.1 Minimum Wages.**

**a.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

**b.**

**i.** The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

**(a)** The work to be performed by the classification requested is not performed by a classification in the wage determination;

**(b)** The classification is utilized in the area by the construction industry; and

**(c)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**ii.** If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and

wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or notify the contracting officer within the 30-day period that additional time is necessary.

**iii.** In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or notify the contracting officer within the 30-day period that additional time is necessary.

**iv.** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**v.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**iv.** If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**9.2** **Withholding.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**9.3 Payrolls and Basic Records.**

**a.** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**b.**

**i.** The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

**ii.** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(a)** That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

**(b)** That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

**(c)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(d)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

**(e)** The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**iii.** The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

**9.4 Apprentices and Trainees.**

**a.** Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under

the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**b.** Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c.** Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**9.5** **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

**9.6** **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

**9.7** **Contract Termination: Debarment**. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

**9.8** **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9.9** **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**9.10** **Certification of Eligibility.**

**a.** By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

**b.** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

**c.** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.§ 1001.

## ARTICLE 10
## DEBARMENT AND SUSPENSION
## (2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689)

****NOTE: SEE PROPOSAL PACKET – CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT AND CERTIFICATION OF LOWER TIER CONTRACT CERTIFICATION COMPLIANCE.****

## ARTICLE 11
## DISADVANTAGED BUSINESS ENTERPRISE
## (49 CFR Part 26, 49 U.S.C. § 47113)

**Contract Assurance (49 CFR § 26.13) -** The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a

material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

**(a)** Withholding monthly progress payments;

**(b)** Assessing sanctions;

**(c)** Liquidated damages; and/or

**(d)** Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (49 CFR § 26.29) -** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

## ARTICLE 12
## DISTRACTED DRIVING
## (Executive Order 13513 and DOT Order 3902.10)

### TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Sponsor encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## ARTICLE 13
## PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
## (2 CFR § 200, Appendix II(K), 2 CFR § 200.216)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act (P.L. 115-232 § 889(f)(1)).

## ARTICLE 14
## DRUG FREE WORKPLACE REQUIREMENTS
## (49 CFR Part 32, Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101-8106, as amended))

None.

## ARTICLE 15
## FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
***(29 U.S.C.§ 201, et seq, 2 CFR § 200.430)***

****NOTE: SEE INSTRUCTIONS TO BIDDERS - SECTION 24 FOR SOLICITATION COMPLIANCE.****

## ARTICLE 16
## LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
## (31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(I), 49 CFR Part 20, Appendix A)

### CERTIFICATION REGARDING LOBBYING

**16.1** The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

**16.1.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**16.1.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**16.1.3** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**16.2** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## ARTICLE 17
## OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
## (29 CFR Part 1910)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's

compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## ARTICLE 18
## PROCUREMENT OF RECOVERED MATERIALS
## (2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247, 42 U.S.C. § 6901, et seq (Resource Conservation and Recovery Act (RCRA)))

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

**(a)** The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,

**(b)** The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

**(a)** Not reasonably available within a timeframe providing compliance with the contract performance schedule;

**(b)** Fails to meet reasonable contract performance requirements; or

**(c)** Is only available at an unreasonable price.

## ARTICLE 19
## RIGHT TO INVENTIONS
## (2 CFR Part 200, Appendix II(F), 37 CFR Part 401)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## ARTICLE 20
## SEISMIC SAFETY
## (49 CFR Part 41)

Not Applicable.

## ARTICLE 21
TAX DELINQUENCY AND FELONY CONVICTIONS
**(Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and Similar Provisions in Subsequent Appropriations Acts. DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)**

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

**(a)** The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**(b)** The applicant represents that it is (  ) is not (  ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note:** If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the Sponsor about its tax liability or conviction to the Sponsor, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## ARTICLE 22
## TERMINATION OF CONTRACT
**(2 CFR Part 200, Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)**

**TERMINATION FOR DEFAULT**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Sponsor termination of this contract due to default of the Contractor.

**ARTICLE 23**
**TRADE RESTRICTION CERTIFICATION**
**(49 U.S.C. § 50104, 49 CFR Part 30)**

****NOTE: SEE PROPOSAL FOR SOLICITATION COMPLIANCE.****

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

**(a)** is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

**(b)** has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

**(c)** has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. § 1001.

The Offeror/Contractor must provide immediate written notice to the Sponsor if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

(a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
(b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
(c) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Sponsor or the FAA.

**ARTICLE 24**
**VETERAN'S PREFERENCE**
**(49 U.S.C. § 47112(c))**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**ARTICLE 25**
**DOMESTIC PREFERENCES FOR PROCUREMENTS**
**(2 CFR § 200.322, 2 CFR Part 200, Appendix II(L))**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**ARTICLE 26**
**PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)**
**(FAA Reauthorization Act of 2024 (P.L. 118-63), Section 936, 49 U.S.C. § 44801 note)**

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (P.L. 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

**ARTICLE 27**
**SUBCONTRACTOR COMPLIANCE**

The Contractor is required to include all applicable FAA contract provisions in all subcontracts with their subcontractors performing work on this project. The Contractor is responsible for ensuring all subcontracts meet FAA requirements. The attached "Guidelines for Subcontract Provisions on FAA Projects" is intended to assist the Contractor with their compliance efforts. It does not modify the terms of any applicable status

or regulation, it is not a substitute for reading the regulations and the applicability matrix, and each corresponding document section, nor does it constitute legal advice.

## ARTICLE 28
## PROJECT DOCUMENTS

The Project Documents consist of the following:

| | | |
|---|---|---|
| Invitation for Bids | Instructions to Bidders | Change Orders |
| Notice of Award | Agreement | Applications for Payment |
| Performance Bond | EEO Requirements in Subcontracts | Addenda |
| Proposal | Payment Bond | |
| Notice to Proceed | Certification of Inclusion of Labor | |
| Technical Specifications | Special Provisions | |
| Plans and Drawings | Wage Rates | |
| General Provisions | Construction Safety and Phasing Plan | |

All documents comprising the Project Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Project Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

## ARTICLE 29
## SCOPE OF WORK

Contractor is to complete the Project in accordance with the Project Documents and in accordance with all codes and regulations governing the construction of the Project. Any work, materials, or equipment that may be reasonably inferred from the Project Documents as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of bids and Contractor shall comply therewith. Sponsor shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

## ARTICLE 30
## CONTRACT TIME

Contractor agrees to undertake the performance of the Project within ten (10) calendar days from the date stated in the Notice to Proceed as issued by the Sponsor. The Contractor agrees to fully complete the Project within 30 calendar days for Schedule I, II, and III of the commencement date stated within the Notice to Proceed, unless an extension of time is granted by Sponsor in accordance with the provisions of Section 80, Paragraph 7, of the General Provisions.

## ARTICLE 31
## DAMAGES

**31.1** It is acknowledged that Contractor's failure to complete the Project within the Contract Time will cause Sponsor to incur substantial economic damages and losses of the types and in the amounts which are significantly difficult to compute and ascertain with any certainty as a basis for the recovery by Sponsor of actual damages, and that liquidated damages represent a fair, reasonable,

and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees that liquidated damages may be assessed and recovered by Sponsor as against Contractor and its Surety in the event of delayed completion and without Sponsor being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Contractor shall be liable to Sponsor for payment of liquidated damages in the amount of Two Thousand Two Hundred Fifty Dollars and Zero Cents ($2,250.00) for each day that the Project is delayed beyond the Contract Time as adjusted for any time extension that may be provided for by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Sponsor without limiting Sponsor's right to terminate this Agreement for default as provided elsewhere herein. Additionally, Sponsor may hold all or part of any liquidated damages from payments that may be due to Contractor for the Project. The acceptance by Sponsor of such liquidated damages does not constitute a waiver by Sponsor of any other remedy available at law or in equity, and Sponsor expressly reserves its right to pursue any available remedy, including but not limited to the right to recover the amount of said liquidated damages from the Surety or both.

**31.2** If Contractor fails to comply with any covenants or conditions of this Agreement, Sponsor may take such actions as Sponsor deems necessary to complete the Project using persons and entities selected by Sponsor. If Sponsor's costs of completing the Project exceed any unpaid amounts to Contractor for the Project, upon demand, Contractor shall reimburse Sponsor the difference between the actual cost of completion and the unpaid balance of any amounts that remain to be paid for the Project. Sponsor's rights and remedies under this section are not exclusive and are cumulative with any other rights and remedies Sponsor may have under this Agreement or applicable law. Notwithstanding the foregoing, Sponsor shall have all available rights and remedies pursuant to Colorado statutes related to the Construction Defect Action Reform Act as well as any and all other applicable federal, state, or local statutes, laws, rules, and/or regulations.

## ARTICLE 32
## TERMS OF PAYMENT

**32.1** Sponsor agrees to pay Contractor in accordance with the price or prices set forth in Contractor's Proposal and as agreed upon in the Contract Agreement. Partial payments will be made for work completed on the Project during the previous month, as well as for materials (invoice cost only) delivered to the site of the Project and which are properly and suitably stored.

**32.2** Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities. CONTRACTOR and SPONSOR agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the SPONSOR'S ENGINEER. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

**32.3** Application for partial payments for stored materials must be accompanied by certified invoices showing all pertinent data that may be required by Lochner ("Engineer"), to verify the accuracy of the invoices and their relation to the stored materials. Failure to provide certified invoices will disqualify the materials in question from consideration for partial payment. Partial payments for work completed on the Project during the previous month will be made based on the Contractor's Application for Payment and any Recommendation of Payment made by Engineer. Sponsor will process partial payments in accordance with General Provisions 90-06 based on the Contractor's

Application for Payment and any Recommendation of Payment made by the Engineer. However, nothing herein shall be construed as relieving Contractor and his, her, or its Sureties on the Contractor's Bond from any claim or claims for work or labor done, or materials or supplies furnished, as part of this Agreement and the completion of the Project.

**32.4** It is the intent of Sponsor to make any partial payments in the following manner:

**32.4.1** The Contractor shall submit to Engineer his Application for Payment no later than the next to last Friday of the month.

**32.4.2** Engineer will, within seven (7) days after receipt, submit the Application for Payment to Sponsor for payment along with its Recommendation of Payment, noting any changes. The Sponsor will then make payment to Contractor when funds are received from the FAA and/or State and are available to Sponsor for payment to Contractor.

**32.5.3** The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the SPONSOR, arising out of, or by reason of, the work completed and materials furnished under this Contract.

## ARTICLE 33
## INSURANCE

**33.1** Contractor shall obtain, before beginning the Project, and maintain in full force at all times relevant to this Agreement, as well as assure that all persons or entities working on the Project obtain and maintain in full force at all times, insurance for the protection of claims under workers' compensation laws. Prior to commencing work on the Project, Contractor, at Sponsor's request, shall provide Sponsor with a certification of the maintenance of workers' compensation as required by this section. Contractor shall also maintain, in full force at all times relevant to this Agreement, public liability/commercial general liability insurance and property damage insurance for the Contractor and for his Subcontract operations with a limit of at least $2,000,000. This insurance shall also include coverage for completed operations, contractual liability, and automotive liability and shall afford coverage for all claims for bodily injury, including death, and all claims for the destruction of, or damage to, property arising out of or in connection with any work completed on the Project in regard to this Agreement, whether such work was done by Contractor or anyone directly or indirectly employed by Contractor or by a subcontractor. At a minimum, Public Liability Insurance shall be in the amount of not less than $2,000,000.00 for injuries, including accidental death, to any one person, nor less than $2,000,000.00 on account of any one accident. Property Damage Insurance shall be carried in an amount not less than $2,000,000.00. Additionally, Contractor shall name Sponsor and Engineer as additional named insureds on these insurance policies, with the exception of the Workers' Compensation Insurance. Contractor, at Sponsor's request, shall provide Sponsor with certificates of these insurance policies. Prior to the completion of the Project, the insurance required under this Agreement cannot be cancelled by Contractor. See Special Provisions for additional insurance information.

## ARTICLE 34
## BONDING CLAUSES

**34.1** Contractor agrees to furnish a performance bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement in order to secure fulfillment of all of Contractor's obligations under this Agreement. The obligation period of the Performance Bond will

provide for the correction or replacement of any portion of the Project that is considered by Sponsor and/or Engineer to be defective in materials and workmanship for a period of one year following final acceptance of the Project, and it shall fully cover any and all of the costs of removal, correction, reconstruction, and any and all other related expenses in repairing or correcting the defective portions of the Project, without additional cost to Sponsor.

**34.2** Contractor agrees to furnish a payment bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement to ensure payment of all monies owed by Contractor under this Agreement and other Contract Documents.

## ARTICLE 35
## CHANGE ORDERS

Changes in the scope of work for the Project or the performance of the work under this Agreement and any materials used may be accomplished after execution of the Agreement and without invalidating the Agreement. However, a change order shall be in writing and signed by Sponsor, Contractor, Engineer, and other Funding Agencies as required. Change orders shall include notice to the Sponsor of the increase or decrease in cost as a result thereof. Any revision to the Plans and Specifications that are approved by Sponsor, if any, shall be considered to be a change order that has been approved by Sponsor when delivered to Contractor, requiring no further approval by Sponsor.

## ARTICLE 36
## DEBRIS REMOVAL AND WATERING

Contractor shall, at all times, keep the work site reasonably free from the accumulation of waste materials or rubbish caused by its operations during its work on the Project. All waste and debris, tools or equipment, and surplus materials or machinery shall be removed as a condition of the substantial completion of the Project. Adequate precaution should be taken to ensure that excessive dust does not become airborne during construction. An adequate water supply shall be provided by the Contractor as required in the compaction of embankment, subgrades, subbases, base courses, for dust control and for other purposes. No separate payment will be made for performing dust control or for the water used for this purpose, but the cost of these items shall be subsidiary to other items in the Contract. The equipment used for watering shall be of amble capacity and of such design as to assure uniform application of water.

## ARTICLE 37
## ATTORNEY'S FEES & PUNITIVE DAMAGES

In the event of litigation or arbitration to resolve any claim made by either party to this Agreement, the prevailing party shall be entitled to its costs and attorney fees incurred as a result of such litigation or arbitration. Each party hereto also intentionally waives all rights to recover punitive or exemplary damages from the other.

## ARTICLE 38
## GOVERNING LAW

This Agreement shall be interpreted and governed in accordance with the laws of the State of Colorado.

## ARTICLE 39
## MODIFICATION OF AGREEMENT

No subsequent modification of the terms of this Agreement shall be valid, binding on the parties, or enforceable unless made in writing and signed by the parties.

## ARTICLE 40
## SEVERABILITY

In the event any part of this Agreement is found to be void, illegal, invalid, or unenforceable under any present or future law, then the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though such part was deleted.

## ARTICLE 41
## BINDING EFFECT

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

## ARTICLE 42
## HOLD HARMLESS

Contractor shall release Sponsor and Engineer, and all of their agents, representatives, officers, employees, boards, directors, committees, and commissions, of any liability for, and shall protect, defend, indemnify, and hold Sponsor and Engineer harmless from and against all claims, demands, and causes of action of every kind and character that are asserted or brought on account of bodily injury, death, or damage to property as a result of the actions, omissions, negligence, gross negligence, and/or recklessness of Contractor or Contractor's agents, employees, representatives, invitees, licensees, subcontractors, or subcontractor's subcontractors. Contractor's indemnification obligations under this section shall be without regard to, and without any right to contribution from, any insurance maintained by Contractor. Additionally, Contractor's indemnity obligations under this section shall be supported by insurance, but this insurance requirement shall be a separate and distinct obligation from Contractor's indemnity obligations, and the insurance and indemnity obligations shall be separately and independently enforceable. Further, Contractor's indemnity obligations hereunder are not limited by any insurance coverage Contractor may have.

**Town of Erie**
**Resolution No. 26-114**

**A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with C.R. Contracting for the Airport Pavement Maintenance**

**Whereas**, the Town issued a Request for Bids on April 1, 2026, for pavement maintenance services at the Erie Municipal Airport; and

**Whereas**, the Town requires the services of C.R. Contracting for this project.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The Construction Contract with C.R. Contracting hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Construction Contract on behalf of the Town.

**Adopted this 9th day of June, 2026.**

_____
Andrew J. Moore, Mayor

**Attest:**

_____
Debbie Stamp, Town Clerk

# TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

## Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-352, **Version:** 1

**SUBJECT:**
A Resolution of the Town Council of the Town of Erie Approving the Construction Contract with Colorado Boring Company for the Fiber from Water Plant to Tank Site Project

**DEPARTMENT:** Utilities

**PRESENTER(S):** Todd Fessenden, Utilities Director

**TIME ESTIMATE:** 0 minutes
*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

| | |
|---|---|
| Cost as Recommended: | $587,000.00 |
| Balance Available: | $675,000.00 |
| Fund | Water Fund |
| Line Item Number: | 500-75-110-605000-247009 |
| New Appropriation Required: | No |

**POLICY ISSUES:**
This resolution proposes using funds that are budgeted to complete the fiber communications connection between the Lynn R. Morgan Water Treatment Facility and the Zone 3 tanks. This serves the Council's goal for maintaining infrastructure.

**STAFF RECOMMENDATION:**
Approve the resolution.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER**
The 2026 Capital Budget includes funds for the fiber communications connection between the Lynn R. Morgan Water Treatment Facility and the Zone 3 tanks. The Town currently uses radio signal to communicate with and monitor the Zone 3 tanks. Staff requested bids using the Rocky Mountain E-Purchasing system. Bids were received on May 8, 2026. The Town received nine bids and one material bid.

The project includes the design and construction of a fiber connection between the Town's water treatment facility and the Town's tank site west of WCR 7. This project includes the design for the

alignment of approximately 9,200 LF of new 2" conduit, including pull boxes a minimum of every 1,000 feet. The installation of approximately 26,000 LF of 48-strand fiber. The alignment includes approximately 10,000 LF of existing 2" conduit with pull boxes, 6,800 LF of existing 3" conduit with pull boxes, approximately 6 roadway crossings, a crossing of a 28" Northern Colorado Water Conservation District waterline, a crossing of Coal Creek, installation of fiber patch panels in the pump station at the water treatment facility and in the pump station at the tank site.

The lowest responsive bidder was Colorado Boring Company with a bid of $493,485.00.

Cost Summary

| | |
|---|---|
| Original Contract | $493,485.00 |
| Contingency (25%) | $93,515.00 |
| Total | $587,000.00 |

**ATTACHMENT(S):**

1. Resolution
2. Contract

Docusign Envelope ID: 29D15CBD-D065-8C41-8314-5FFF48397A98

# Construction Contract

## Fiber from Water Plant to Tank Site (P25-1201)

This Construction Contract (the "Contract") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between the Town of Erie, 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, a Colorado municipal corporation (the "Town"), and Jacobs Investments LLC doing business as Colorado Boring Company, an independent contractor with a principal place of business at 3813 Canal Dr, Fort Collins CO, 80524 ("Contractor") (each a "Party" and collectively the "Parties").

## Recitals

**A.** The Town issued a Request for Bids for the construction of the Project, dated April 13, 2026 ("RFB"), which is incorporated by this reference as if fully set forth here. The Town subsequently issued Addendum 1, Addendum 2, and Addendum 3, all of which are also incorporated by this reference as if fully set forth here.

**B.** Contractor responded to the RFB and submitted its Bid for the Project on May 8, 2026, which Bid is incorporated by this reference as if fully set forth here.

**C.** The Town has determined that Contractor submitted the most qualified, responsible and responsive Bid and has selected Contractor to perform the Work, subject to the terms and conditions of the Contract Documents.

## Agreement

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

1. Contract Documents. The "Contract Documents" for this Project consist of the following:

A. Bid Form (Including Bid Summary)
B. Bid Schedule
C. Bidder's Qualification Statement
D. This Construction Contract
E. Certificate of Insurance
F. Notice Of Award
G. Notice To Proceed
H. Bid Bond
I. Payment And Performance Bond
J. Certificate Of Final Payment
K. Certificate Of Final Acceptance
L. General Provisions

Docusign Envelope ID: 29D15CBD-D065-8C41-8314-5FFF48397A98

M. Special Provisions
N. Measurement & Payment
O. Proposed Conceptual Alignment
P. Bid Addenda 1 through 3

Any conflicts or inconsistencies between or among any of the Contract Documents shall be resolved in accordance with the order of precedence specified in Section 8.04 of the General Provisions. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

2. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with and reasonably inferable from this Contract and the Contract Documents, attached hereto and incorporated herein by this reference, necessary for the successful completion of the Project:

All labor, services, material, and other work necessary for design and construction of a fiber connection between the Town's water treatment facility and the Town's tank site west of WCR 7, as identified in the Unit-Price Bid Form and shown or called for in the Contract Documents.

3. Bonds. Within 10 days of the Effective Date, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents. A payment and performance bond is not required for contract amounts under $50,000 unless indicated differently in the Request for Bids or the Contract Documents.

4. Commencement and Completion of Work. Contractor shall commence the Work identified in the Notice to Proceed within 10 days of date of the Notice to Proceed. Substantial Completion of the entirety of the Work for the Project shall be accomplished by Contractor within 180 days of the Notice to Proceed, unless the time within which Contractor is required to achieve Substantial Completion is subsequently extended in accordance with the Contract Documents. Final Completion and Final Acceptance of the Work shall be accomplished within 720 days of the date of Substantial Completion. It is anticipated that an initial Notice to Proceed will be issued for the design portion of the Work. Once design is complete, the Town will determine whether and when to issue the Notice to Proceed for the remaining Work, in its sole discretion.

5. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, at the unit Bid prices shown in

Docusign Envelope ID: 29D15CBD-D065-8C41-8314-5FFF48397A98

the Bid Schedule and the Unit-Price Bid Form for the actual quantity of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed $587,000.00, which amount includes Contractor's bid amount of $493,485.00 and a contingency of $93,515.00. The Town shall be entitled to keep all savings resulting from a difference in total sums finally paid to Contractor and the Contract Price.

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

6. Miscellaneous.

a. *Governing Law and Venue*. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof or relating to or arising out of the Contract or the Work shall be brought in District Court in Weld County, Colorado.

b. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract.

c. *Integration*. This Contract, the Contract Documents and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

d. *Third Parties*. There are no intended third-party beneficiaries to this Contract.

e. *Notice*. Any notice under this Contract shall be in writing to the representatives for the Parties and at the addresses set forth below and shall be deemed given (i) by hand delivery, upon receipt thereof; (ii) 3 days after deposit in the U.S. Mail, postage prepaid, certified mail, return receipt requested; (iii) 1 day after deposit with a

Docusign Envelope ID: 29D15CBD-D065-8C41-8314-5FFF48397A98

nationally-recognized overnight courier, specifying overnight priority delivery; or (iv) if delivered electronically, when received by the recipient via e-mail at the e-mail addressed identified below. Either Party may change its address or representative to whom notice must be provided for purposes of this Contract at any time by giving notice of such change to the other Party.

If to the Town:

Name: Annie Barua
Title: Utility Engineer II
Address: 645 Holbrook St
City/State/Zip Code: Erie, CO 80516
Email Address:abarua@erieco.gov

With a copy to:

Name: Kieth Fiebig
Title: Town Engineer
Address: 645 Holbrook St
City/State/Zip Code: Erie, CO 80516
Email Address: kfiebig@erieco.gov

If to the Contractor:

Name: Lloyd Seaton
Address: 3813 Canal Dr
City/State/Zip Code: Fort Collins, CO 80524
Email Address: lloyd@coboring.com

f. *Severability*. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification*. This Contract may only be modified upon written agreement of the Parties.

h. *Assignment*. Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. *Governmental Immunity*. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections

Docusign Envelope ID: 29D15CBD-D065-8C41-8314-5FFF48397A98

provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. *Rights and Remedies*. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

k. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year. The foregoing notwithstanding, in accordance with §24-91-103.6, C.R.S., the Town has appropriated funds in an amount at least equal to the Contract Price and will comply with the requirements of §24-91-103.6, C.R.S., for any approved Change Orders.

In Witness Whereof, this Construction Contract has been executed by the Parties as of the Effective Date.

**Town of Erie, Colorado**

_____
Andrew Moore, Town Mayor

Attest:

_____
Debbie Stamp, Town Clerk

**Contractor**

By: DocuSigned by: Lloyd Seaton 58E6F9A6D3C147D... _____

State of Colorado )
) ss.
County of _____ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____.

My commission expires:

(Seal)

_____
Notary Public

**Town of Erie**
**Resolution No. 26-110**

**A Resolution of the Town Council of the Town of Erie Approving the Construction Contract with Colorado Boring Company for the Fiber from Water Plant to Tank Site Project**

**Whereas**, the Town issued a Request for Bids on May 8, 2026, for the Fiber from Water Plant to Tank Site Project; and

**Whereas**, the Town requires the services of Colorado Boring Company for this project.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The Construction Contract with Colorado Boring Company is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Construction Contract on behalf of the Town.

**Adopted this 9th day of June, 2026.**

_____
Andrew J. Moore, Mayor

**Attest:**

_____
Debbie Stamp, Town Clerk

# TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

## Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-355, **Version:** 1

**SUBJECT:**
A Resolution of the Town Council of the Town of Erie Approving an Agreement with Traffic Signal Controls, Inc. for the Purchase of Traffic Detection Equipment

**DEPARTMENT:** Public Works

**PRESENTER(S):** Nick Wagner, Transportation Engineer
John Firouzi, Transportation & Mobility Manager

**TIME ESTIMATE:** 0 minutes
*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

| | |
|---|---|
| Cost as Recommended: | $249,800 |
| Balance Available: | $628,278.53 |
| Fund | Capital Improvements Fund |
| Line Item Number: | 110-70-425-605000-100423 |
| New Appropriation Required: | No |

**POLICY ISSUES:**
The policy consideration before Council is whether to expend budgeted funds for traffic detection equipment intended. Town Council must approve expenditures of this level per the purchasing policy.

**STAFF RECOMMENDATION:**
Approve the Resolution

**SUMMARY/KEY POINTS**

- Provide updated traffic detection equipment for the Erie Parkway and WCR 5 corridors.
- This equipment will be utilized to collect enhanced traffic data, support transit signal priority operations, improve safety for vulnerable roadway users, and enhance the optimization and coordination of signal timing throughout the transportation network.

**BACKGROUND OF SUBJECT MATTER:**
The Transportation Division is working to improve the existing traffic signal detection system to better serve the needs of the growing community. Following multiple demonstrations and evaluations

with leading detection system providers, NoTraffic has been identified as an industry leader based on the performance of its detection equipment, advanced data processing capabilities, and strong customer support. Their system aligns well with both the current operational needs and the Town's long-term transportation goals.

**ATTACHMENT(S):**

1. Resolution
2. Agreement

# Agreement

This Agreement (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Traffic Signal Controls, Inc., a Colorado corporation with a principal place of business at 3773 Monarch Street Unit E, Frederick, CO 80516 ("Vendor"), each a "Party" and collectively the "Parties."

Whereas, the Town needs to purchase traffic control signals and related equipment; and

Whereas, Vendor is in the business of selling such equipment.

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

## I. Goods/Equipment

A. Vendor shall provide the goods identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference, in accordance with this Agreement

B. The Town shall purchase one or more of the goods by issuing a written purchase order or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement.

## II. Term

This Agreement shall commence on the Effective Date and shall continue until December 31, 2026 (the "Term").

## III. Pricing/Maximum Compensation

A. The pricing/rates for the goods is contained in Exhibit A and shall be held firm for the Term of this Agreement. The Town does not guarantee any minimum purchase other than as provided herein. The amounts on Exhibit A shall include all fees, costs, and expenses incurred by Vendor, and no additional amounts shall be paid by the Town. Vendor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt. Each invoice shall include: (i) individual itemization of the goods; (ii) per unit price, extended and total; (iii) quantity ordered; (iv) an invoice number and date; (v) ordering department's name and "ship to" address; and (vi) agreed upon payment terms set forth herein.

B. In no event shall the Town be liable for aggregate payments under this Agreement in excess of $249,800.00.

## IV. Warranty

A. Vendor warrants and guarantees to the Town that all goods furnished under this Agreement are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Agreement which become defective within twelve (12) months (unless otherwise specified) after date of receipt by Town, Vendor shall either, at the Town's election and to the Town's satisfaction, remedy any and all defects or replace the defective goods at no expense to the Town within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

B. The Town's review, approval or acceptance of, or payment for any goods shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Vendor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

## V. Shipping/Acceptance

A. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, a reference to this Agreement, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify the Town in writing of any price decreases immediately, and the Town shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall bear the risk of loss, injury, or destruction of goods prior to delivery to the Town.

B. The Town may inspect all goods prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveals

the goods that are defective or do not meet specifications. The Town's failure to accept or reject goods shall not relieve Vendor from its responsibility for such goods that are defective or do not meet specifications nor impose liability on the Town for such goods. If any part of the goods are not acceptable to the Town, the Town may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods at Vendor's expense; or (3) reject and return the goods at Vendor's cost. Any rejected goods are not to be replaced without written authorization from the Town, and any such replacement shall be on the same terms and conditions contained in this Agreement.

## VI. Independent Contractor

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

## VII. Insurance

A. Vendor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Vendor pursuant to this Agreement. At a minimum, Vendor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be

excess and not contributory insurance to that provided by Vendor. Vendor shall be solely responsible for any deductible losses under any policy.

## VIII. Indemnification

Vendor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, attorneys, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by the omission, error, professional error, mistake, negligence, or other fault of Vendor, any subcontractor of Vendor, or any officer, employee, representative, or agent of Vendor, or which arise out of a worker's compensation claim of any employee of Vendor or of any employee of any subcontractor of Vendor.

## IX. Miscellaneous

A. *Governing Law and Venue*. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

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

D. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

E. *Notice*. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability*. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

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

I. *Governmental Immunity*. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies*. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure*. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**Town of Erie, Colorado**

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

**Vendor**

**Traffic Signal Controls, Inc.**
**a Colorado corporation**

By: _____
Name: WALTER C. TOWLE
Title: PRESIDENT

# Exhibit A

| Item | Qty | Description | Unit Price | Extension |
|---|---|---|---|---|
| 1,2,3,4,5,6,9,10 | | ***Erie Parkway & WCR7, & Highlands, & Bonanza, & Briggs, & Powers, & Countyline. Colliers Parkway & WCR 5, Flora View & WCR 5*** | | |
| | 8 | **Standard Four Approach Intersection to Include:** | $ 25,275.00 | $ 202,200.00 |
| | 8 | Omni Control Unit w/ SDLC Smartharness | | |
| | 24 | Sensor Unit | | |
| | 8 | Sensor w/ Connected Roadside Unit, V2X | | |
| | 8 | Antenna, Synergy 9 in 1, Omni | | |
| | 8 | Sensor Power Unit, Four Approach, Omni | | |
| | 8 | Bracket, Mounting, For NoTraffic Omni and SPU | | |
| | 8 | SDLC Cable to Controller | | |
| | 8 | Antenna Mount 12 x 3.5 x 3.5 (Square) | | |
| | 8 | Plate, Antenna, Universal for NoTraffic Antenna, Omni | | |
| | 32 | Mounting, Adjustable Camera with 46" Extrusion | | |
| | 16 | IMSA 19-1, 14 AWG/3 Conductor, Stranded, 1,000 ft | | |
| 7 | | ***Erie Parkway & Meller (Installed, Currently a Demo)*** | | |
| | 1 | **Standard Four Approach Intersection to Include:** | $ 23,800.00 | $ 23,800.00 |
| | 1 | Nexus Control Unit, NoTraffic | | |
| | 3 | Sensor Unit | | |
| | 1 | Sensor w/ Connected Roadside Unit, V2X | | |
| | 1 | Power Supply, Four Approach, Din Rail Mount For Cabinet | | |
| | 1 | Antenna, Synergy 9 in 1, NoTraffic | | |
| | 1 | Antenna Mount 12 x 3.5 x 3.5 (Square) | | |
| | 1 | Din Rail Mount, Main w/ Switch and WI-FI Router | | |
| | 1 | Bracket, Mounting, For NoTraffic Power Supply and Din Rail Main | | |
| | 1 | Cable, Hub, SDLC, 5ft, DB15-DB25 For ATC Cabinet | | |
| | 4 | Mounting, Adjustable Camera with 46" Extrusion | | |
| | 2 | IMSA 19-1, 14 AWG/3 Conductor, Stranded, 1,000 ft | | |
| 8 | | ***Erie Parkway & Flatirons Meadows (Installed, Currently a Demo)*** | | |
| | 1 | **Standard Four Approach Intersection to Include:** | $ 23,800.00 | $ 23,800.00 |
| | 1 | Nexus Control Unit, NoTraffic | | |
| | 3 | Sensor Unit | | |
| | 1 | Sensor w/ Connected Roadside Unit, V2X | | |
| | 1 | Power Supply, Four Approach, Din Rail Mount For Cabinet | | |
| | 1 | Antenna, Synergy 9 in 1, NoTraffic | | |
| | 1 | Antenna Mount 12 x 3.5 x 3.5 (Square) | | |
| | 1 | Din Rail Mount, Main w/ Switch and WI-FI Router | | |
| | 1 | Bracket, Mounting, For NoTraffic Power Supply and Din Rail Main | | |
| | 1 | Cable, Hub, SDLC, 5ft, DB15-DB25 For ATC Cabinet | | |
| | 4 | Mounting, Adjustable Camera with 46" Extrusion | | |
| | 2 | IMSA 19-1, 14 AWG/3 Conductor, Stranded, 1,000 ft | | |
| | | | **TOTALS** | $ 249,800.00 |

**DELIVERY:** 30-45 Days after APPROVED Submittals
**TERMS:** NET 30
**FREIGHT:** Included

**Town of Erie**
**Resolution No. 26-111**

**A Resolution of the Town Council of the Town of Erie Approving an Agreement with Traffic Signal Controls, Inc. for the Purchase of Traffic Detection Equipment**

**Whereas**, the Town requires traffic signal products offered for sale by Traffic Signal Controls, Inc.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The Agreement with Traffic Signal Controls, Inc. is hereby approved in substantially the same form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town

**Adopted this 9th day of June, 2026.**

_____
Andrew J. Moore, Mayor

**Attest:**

_____
Debbie Stamp, Town Clerk

# TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

## Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-356, **Version:** 1

**SUBJECT:**
A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Construction Contract with Facilities Contracting, LLC, for the Erie Maintenance Storage Facility Expansion Project PR-25-17

**DEPARTMENT:** Parks & Recreation

**PRESENTER(S):** Luke Bolinger, Director of Parks & Recreation
Kathy Kron, Development & Neighborhood Services Division Manager

**TIME ESTIMATE:** 0 minutes

**FISCAL SUMMARY:**

| | |
|---|---|
| Cost as Recommended: | $36,891.98 |
| Balance Available: | $398,623.50 |
| Fund | Conservation Trust Fund |
| Line Item Number: | 220-50-810-605000-100022 |
| New Appropriation Required: | No |

**POLICY ISSUES:**
The Town of Erie's Purchasing Policy provides guidelines for design, construction, and consultant contract contingencies. This amendment adds the recommended contingency to the contract.

**STAFF RECOMMENDATION:**
Approve the resolution.

**SUMMARY/KEY POINTS**

- This item requires Council approval due to the overall cost of the contract and the amendment.
- Facilities Contracting was originally contracted to expand the existing maintenance & storage building at Erie Community Park. This is an amendment to the original contract.
- This contingency amendment will allow minor additions to be made to the contract in a timely manner and keep construction progressing on schedule.

**BACKGROUND OF SUBJECT MATTER:**
The Town of Erie entered into a contract with Facilities Contracting, LLC in December of 2025 to expand the existing maintenance and storage building at Erie Community Park. Construction is currently underway on the structure.

Minor unanticipated additional expenses may occur through the course of construction. This contingency amendment will allow change orders for additional services to be executed in a timely manner and keep the project progressing on schedule.

**ATTACHMENT(S):**
1. Resolution
2. First Amendment
3. Original Contract

**Town of Erie**
**Resolution No. 26-112**

**A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Construction Contract with Facilities Contracting, LLC, for the Erie Maintenance Storage Facility Expansion Project PR-25-17**

**Whereas,** Whereas, on December 16, 2025, the Parties entered into a Construction Contract (the "Contract") for Facilities Contracting, LLC ("Contractor") to provide construction services for the Erie Maintenance Storage Facility Expansion Project;

**Whereas**, the Town and Contractor desire to amend the Contract to add a contingency amount to the contract price.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The First Amendment to Construction Contract ("Amendment") with Facilities Contracting, LLC is hereby approved in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Amendment on behalf of the Town.

**Adopted this _____ day of _____, 2026.**

_____
Andrew J. Moore, Mayor

**Attest:**

_____
Debbie Stamp, Town Clerk

Docusign Envelope ID: 90D3D503-51A4-80D6-8028-742BD15965A4

# First Amendment to Construction Contract
## (Erie Maintenance Storage Facility Expansion PR-25-17)

This First Amendment to Construction Contract (the "Amendment") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Facilities Contracting, LLC, a Colorado limited liability company with a principal place of business at 981 Southpark Drive, Littleton, CO 80120 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on December 16, 2025, the Parties entered into a Construction Contract ("the Contract") for the Contractor to provide construction services for the Erie Maintenance Storage Facility Expansion Project; and

Whereas, the Parties wish to amend the Contract as set forth herein.

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

1. Section 5. of the Agreement, entitled "Contract Price," is hereby deleted in its entirety and replaced with the following:

> "5. Contract Price. The Town agrees to pay Contractor for the successful completion and acceptance of the Work by the Town, subject to all of the terms and conditions of the Contract Documents, in an amount not to exceed $332,027.81 (the "Maximum Contract Price"), in accordance with the Bid Items as det forth in the Detailed Scope of Work. The Maximum Contract Price includes a base contract amount of $295,135.83 and a 12.5 percent contingency amount of $36,891.98. The contingency amount will only be paid with the written approval of the Project Manager."

2. Except as expressly modified herein, the Contract shall remain in full force and effect.

In Witness Whereof, the Parties have executed this Amendment as of the Effective Date.

[signature page to follow]

Docusign Envelope ID: 90D3D503-51A4-80D6-8028-742BD15965A4

**Town of Erie, Colorado**

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

**Contractor**

Facilities Contracting, LLC
a Colorado limited liability company

Signed by:
Benjamin J Placzek
8A3076AA17DE420...

Name: Benjamin J Placzek
Title: President

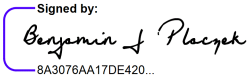
## Certificate Of Completion

Envelope Id: 90D3D503-51A4-80D6-8028-742BD15965A4
Status: Completed
Subject: Complete with Docusign: Facilities Contracting-First Amendment (Erie Maintenance Storage Facility)
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
P&R Business Business Services
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
prbs@erieco.gov
IP Address: 50.206.104.130

## Record Tracking

Status: Original
5/26/2026 5:14:57 PM
Holder: P&R Business Business Services
prbs@erieco.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Benjamin J Placzek<br>bplaczek@facilitiescontracting.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br>  <br>8A3076AA17DE420...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 96.90.177.149 | Sent: 5/26/2026 5:17:36 PM<br>Viewed: 5/28/2026 8:41:06 AM<br>Signed: 5/28/2026 9:12:36 AM |

**Electronic Record and Signature Disclosure:**
Accepted: 5/28/2026 8:41:06 AM
ID: 27bfcb5b-8f16-4404-b338-cba8b7948a4b

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Kathy Kron<br>kkron@erieco.gov<br>Senior Parks Planner<br>Town of Erie<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 5/28/2026 9:12:36 AM<br>Viewed: 5/28/2026 10:21:02 AM |

**Electronic Record and Signature Disclosure:**
Not Offered via Docusign

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 5/26/2026 5:17:37 PM |
| Certified Delivered | Security Checked | 5/28/2026 8:41:06 AM |
| Signing Complete | Security Checked | 5/28/2026 9:12:36 AM |

| Envelope Summary Events | Status | Timestamps |
| --- | --- | --- |
| Completed | Security Checked | 5/28/2026 9:12:36 AM |

| Payment Events | Status | Timestamps |
| --- | --- | --- |

| Electronic Record and Signature Disclosure |
| --- |

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Town of Erie:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@erieco.gov

**To advise Town of Erie of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Town of Erie**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Town of Erie**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

# Construction Contract
## (Erie Maintenance Storage Facility Expansion – PR-25-17)

This Construction Contract (the "Contract") is made and entered into this 16th day of December, 2025 (the "Effective Date"), by and between the Town of Erie, 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, a Colorado municipal corporation (the "Town"), and Facilities Contracting, LLC, an independent contractor with a principal place of business at 981 Southpark Drive, Littleton, CO 80120 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town has selected Contractor to perform the Work, subject to the terms and conditions of the Contract Documents.

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

1. Contract Documents. The "Contract Documents" for this Project consist of the following:

A. This Contract
B. General Provisions
C. Special Provisions
D. Technical Specifications (Gordian)
E. Construction Drawings (if applicable)
F. Certificate of Insurance Verification
G. Notice to Proceed
H. Payment and Performance Bond
I. Certificate of Final Payment
J. Certificate of Final Acceptance Form

Any conflicts or inconsistencies between or among any of the Contract Documents shall be resolved in accordance with the order of precedence specified in Section 8.04 of the General Provisions. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

2. Scope of Work. Contractor shall perform the following described work ("Work"), in accordance with and reasonably inferable from this Contract and the Contract

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

Documents, attached hereto and incorporated herein by this reference, as necessary for the successful completion of the Project:

All labor, services, materials, and other work necessary for construction of the Erie Maintenance Storage Facility Expansion Project as shown or called for in the Contract Documents, and as further defined in Job Order No. 25-Erie-0007.00 issued under Sourcewell EZIQC Contract No. CO-R2-GC-022924-FCI (the "Detailed Scope of Work").

3. Bonds. Within 10 days of the Effective Date, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents. A payment and performance bond is not required for contract amounts under $50,000 unless indicated differently in the Request for Bids or the Contract Documents.

4. Commencement and Completion of Work. Contractor shall commence the Work identified in the Notice to Proceed within 10 days of date of the Notice to Proceed. Substantial Completion of the entirety of the Work for the Project shall be accomplished by Contractor within 120 days of the Notice to Proceed, unless the time within which Contractor is required to achieve Substantial Completion is subsequently extended in accordance with the Contract Documents. Final Completion and Final Acceptance of the Work shall be accomplished within 30 days of the date of Substantial Completion.

5. Contract Price. The Town agrees to pay Contractor for the successful completion and acceptance of the Work by the Town, subject to all of the terms and conditions of the Contract Documents, in an amount not to exceed $295,135.83, in accordance with the Bid Items as set forth in the Detailed Scope of Work.

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

7. Miscellaneous.

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

a. *Governing Law and Venue*. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in District Court in Weld County, Colorado.

b. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract.

c. *Integration*. This Contract, the Contract Documents and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

d. *Third Parties*. There are no intended third-party beneficiaries to this Contract.

e. *Notice*. Any notice under this Contract shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Contract.

f. *Severability*. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification*. This Contract may only be modified upon written agreement of the Parties.

h. *Assignment*. Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. *Governmental Immunity*. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. *Rights and Remedies*. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

k. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

l. *Accessibility*. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

m. *Electronic Signatures*. The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq*.

In Witness Whereof, this Construction Contract has been executed by the Parties as of the Effective Date.

**Town of Erie, Colorado**

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**Contractor**

Signed by:
Benjamin J Placzek
8A3076AA17DE420...

State of Colorado )
) ss.
County of _____ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2025, by _____ as _____ of Facilities Contracting, LLC.

My commission expires:

(Seal)

_____
Notary Public

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

# Certificate of Insurance

State of Colorado )
) ss.
County of _____ )

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Erie shall rely on the information provided.

This information is provided for the Town of Erie, Work No. _____.

By: _____

Title: _____

Agency: _____

State of Colorado )
) ss.
County of _____ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____, as _____ of _____.

My commission expires:

(Seal)

_____
Notary Public

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

# Payment and Performance 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", are held and firmly bound unto the Town of Erie, Colorado, 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 Obligation are such that whereas the Principal entered into a certain Contract with the Owner, dated the ____ day of _____,20__, a copy of which is hereto attached and made a part hereof for the performance of the Work.

Now, Therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty or warranty period, and shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by the Principal's 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 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 Contract, 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 it shall 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 or to the Work to be performed thereunder or the specifications accompanying the same

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

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 Contract 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 5 counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

Attest:

By: _____

Title: _____

Principal

By: _____

Title: _____

Address: _____

_____

(Corporate Seal)

Surety

Attest:

By: _____

Attorney-in-Fact: _____

Surety: _____

By: _____

Title: _____

Address: _____

_____

(Surety Seal)

Note: Date of Bond must not be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

# General Provisions

## Part 1. Definitions

### 1.01 Contract Documents:

A. Construction Contract;
B. General Provisions;
C. Special Provisions;
D. Technical Specifications (Gordian);
E. Construction Drawings (if applicable);
F. Certificate of Insurance Verification;
G. Notice to Proceed;
H. Payment and Performance Bond;
I. Certificate of Final Payment;
J. Final Acceptance Form;

### 1.02 Change Order:

A written order issued by the Town after execution of the Contract authorizing a revision to the Work or an adjustment in the Contract Price or the Contract Time.

### 1.03 Town:

The Town of Erie, Colorado.

### 1.04 Contract:

The entire written agreement covering the performance of the Work described in the Contract Documents.

### 1.05 Contract Price:

The amount set forth in Section 5 of the Construction Contract.

### 1.06 Contract Time:

The time for completion of the Work as set forth in Section 4 of the Construction Contract.

### 1.07 Day:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

### 1.08 Final Completion:

The date as certified by the Project Manager when all of the Work is completed and final payment may be made.

### 1.09 Project Manager:

The Town's duly authorized representative in connection with the Work.

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

### 1.10 Subcontractor:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

### 1.11 Substantial Completion:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes.

### 1.12 Work:

All services, labor, materials, and equipment necessary to complete all of the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

## Part 2. Time

### 2.01 Time of the Essence:

All times stated in the Contract Documents are of the essence.

### 2.02 Final Acceptance:

Upon Final Completion, the Project Manager will issue Final Acceptance.

### 2.03 Changes in the Work:

A. The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, at any time and without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time if warranted and supported by the terms of the Contract Documents.

B. If Contractor believes that any oral or written order or instructions from the Town involve extra or changed work that Contractor should receive extra compensation for, Contractor shall, within 7 days after the Town's order or instruction, submit a written request for an increase in the Contract Price to the Project Manager. If a request is not made within this time period, Contractor shall waive any right to additional compensation related to the extra or changed work.

C. If Contractor believes that any oral or written order or instructions from the Town involve extra or changed work that will affect the critical path schedule of performance of the Work and require Contractor to spend more time on the Project than was earlier anticipated, Contractor shall submit a written request to the Project Manager requesting an extension of the Contract Time within 7 days after the Town's order or instruction; otherwise it shall be waived. Such requests shall be evaluated as set forth in Section 2.05.B.

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

D. All changes shall be authorized by a written Change Order signed by the Town. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time if warranted and supported by the terms of the Contract Documents. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written and executed Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the Parties as documented in an executed Change Order before the work set forth in or covered by the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Erie Town Council shall be required, and such Change Order shall be subject to and shall only become effective upon approval by Town Council. If such approval of Town Council is not obtained, the Town shall have no payment obligation regardless of whether the Work has been performed.

E. Subject to the requirements and limitations of this Section 2.03, any Change Order approved by Town Council, as applicable, and signed by the Town shall be considered a part of the Contract and subject to every term and requirement of the Contract Documents. It is the duty of Contractor to notify the Surety that issued the bonds required by the Contract Documents of any changes affecting the scope of Contractor's Work or change in the Contract Price, and, if requested by the Town, to increase the amount of the bonds accordingly.

**2.04 Differing Site Conditions:**

Contractor shall within 7 days of discovery, and before the conditions are disturbed, provide written notice to the Project Manager of any subsurface or latent physical conditions at the Project site that materially differ from those indicated in the Contract Documents, or unknown physical conditions at the Project site of an unusual nature that materially differ from those ordinarily encountered and inherent in work of the character provided for in the Contract Documents and that could not have been determined or anticipated at the required pre-Contract site investigation, in the exercise of reasonable diligence.

Should Contractor wish to request a change to the Contract Price or Contract Time arising from differing site conditions described in this Section 2.04, Contractor shall submit a written claim within 7 days after the conditions first become apparent; otherwise it shall be waived. In such claim, Contractor shall specifically identify the conditions and how they differ from the Contract Documents or those ordinarily encountered and inherent in work of the character provided for in the Contract Documents and Contractor shall identify the amount of the requested adjustments to the Contract Price or Contract Time. Contractor shall have the burden to prove that the actual conditions subsurface or latent conditions materially differ from those shown in the Contract Documents and/or that the differing site conditions could not have been discovered at the required pre-Contract site investigation. The Town

shall evaluate such claims and if the Town approves the claim, the Parties shall negotiate a Change Order pertaining to same.

No request by Contractor for an equitable adjustment to this Contract for differing site conditions shall be allowed if made after final payment under this Contract.

**2.05 Delays:**

A. A suit or other legal action, including administrative agency actions or citations, against the Town that causes a delay in the Work, other than a suit or legal action against Contractor, will entitle Contractor to an equivalent extension of time unless the period of such delay exceeds six (6) months. When such period is exceeded, the Town will, upon a request by Contractor in writing, elect either to terminate this Contract for the Town's convenience as provided for in Section 4.05 or to grant a further extension of time, in the Town's sole and absolute discretion.

B. If Contractor is delayed in the critical path progress of the Work by acts of God, fire, wars, epidemics, pandemics other than COVID-19, or other unavoidable casualties beyond Contractor's control or anticipation, then, upon Contractor's written request to the Town within 7 days of Contractor first becoming aware of the condition causing the delay, then the Contract Time shall be extended for a reasonable period of time equivalent to the delay.

C. If Contractor believes that an extension of the Contract Time should be granted due to critical path delays to the progress of the Work caused by unanticipated adverse weather conditions, it may request a contract extension in writing from the Town within 7 days of Contractor first becoming aware of the unanticipated adverse weather conditions causing the delays. For purpose of this provision "weather" means precipitation, temperature, or wind, and an "adverse weather condition" means weather that on any calendar day varies from the average weather conditions for that day by more than 100% as measured by the National Oceanic and Atmospheric Administration. The term "unanticipated adverse weather conditions" means the number of days in excess of the anticipated adverse weather days per month as set forth below:

Monthly Anticipated Adverse Weather Days

| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 7 | 4 | 4 | 4 | 6 | 3 | 4 | 2 | 3 | 3 | 2 | 5 |

*By reason of example only*, if in March there are 2 days when the snowfall exceeds the average snowfall for that day by 100%, those 2 days will have experienced an adverse weather condition. However, there will have been no unanticipated adverse weather condition in March, because there are four anticipated adverse weather days in March, which should be accounted for in the schedule. If, however, there are 5 days in which the snowfall exceeds the average snowfall by 100%, an unanticipated adverse weather condition will have occurred, and

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

Contractor shall be entitled to request an extension of time equivalent to the duration of the critical path delay caused by that unanticipated weather condition

D. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than 7 days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the critical path progress of the Work. Contractor shall use its best efforts to mitigate or minimize the length of any critical path delay to the progress of the Work, and shall have the burden to provide the events which caused the delays and that Contractor timely provided notice of those delays to the Town.

E. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

F. Contractor shall not be entitled to any extension of time caused by events within the control of Contractor, nor for delays which Contractor could have foreseen and avoided, prevented, or significantly mitigated, nor for any delays caused in whole or in part by Contractor or its subcontractors or suppliers or anyone for whom any of them may be liable.

### 2.06 No Damages for Delay:

In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions of the Town or persons acting on behalf of the Town.

## Part 3. Contractor's Responsibilities

### 3.01 Completion/Supervision of Work:

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing in the jurisdiction where the Project is located. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations including, without limitation, the Occupational Safety and Health Act ("OSHA"), 29 U.S.C. § 651, et seq. standards. Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor or superintendent on site at all times when Contractor or any subcontractor is performing Work. Contractor shall designate the supervisor or superintendent, who shall be authorized to act on behalf of Contractor in all matters related to the Contract and shall notify the Town of the supervisor or superintendent's name and contact information, including mobile phone and email address, with 5 days of execution of the Contract. Contractor shall not remove or replace

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

the designated supervisor or superintendent from the Project without prior written notice to and written approval by the Town.

**3.02 Duty to Inspect:**

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

**3.03 Furnishing of Labor and Materials:**

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work as described in or reasonably inferable from the Contract Documents.

B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

**3.04 Employees and Safety:**

A. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of any applicable laws, ordinances, rules or regulations including, but not limited to, the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq*.

B. Contractor shall maintain at all times strict discipline of its personnel, employees and other persons carrying out the Work, and Contractor shall not employ or furnish or permit the employment of any person unfit or without sufficient knowledge, skill, training and experience to perform properly the job for which the employee was hired in connection with the Work. The Town may require Contractor to remove from the Project any person the Town deems incompetent, careless or otherwise objectionable, in the Town's sole discretion, and Contractor shall promptly do so without any adjustment to the Contract Price or the Contract Time.

C. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees, subcontractors and their respective employees, and suppliers and their respective employees. Nothing in the Contract Documents nor the Town's acceptance or lack of objection to a subcontractor or supplier shall be construed as creating any contractual relationship between the

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

Town and any subcontractor, supplier or other person or entity having a direct contract with Contractor, a subcontractor, or supplier.

D. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety and reasonable protection, including the provision of all notices and compliance with all applicable laws bearing on the safety of persons or property, to prevent damage, injury or loss to: all personnel, employees, other persons carrying out the Work, and others whom the Work might affect; all materials and equipment in the custody, care or control of Contractor, whether such materials or equipment are stored on or off site, and whether or not incorporated into the Work; all Work performed under this Contract; and all property and improvements on the work site and any adjacent property. Contractor shall repair or replace any damage, injury, or loss to all public or private property caused directly or indirectly, in whole or in part, by Contractor, any subcontractor, any supplier, or any of their respective personnel or employees or anyone for whose acts any one of them may be liable.

**3.05 Cleanup:**

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish. Contractor shall remove all waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon completion of its Work, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks. Contractor shall also conduct such general cleanup operations on adjacent properties disturbed by the Work.

B. If Contractor fails to perform the cleanup required by the Contract Documents, including this Section 3.05, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold and offset said amount from any progress or final payment due to Contractor.

**3.06 Payment of Royalties and License Fees:**

Contractor shall pay all royalties and license fees necessary for the Work and shall include and shall be considered to have included in the Contract Price a sum sufficient to cover all fees, royalties, licenses and claims for any patent rights, copyrights, trademarks or any other intellectual property rights which may be connected with the Work. Contractors shall defend, indemnify and hold harmless the Town and its officers and agents from and against all fees, claims, demands, suits, or actions for or in connection with any infringement or alleged infringement of any intellectual property rights.

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

### 3.07 Taxes, Licenses and Permits:

Contractor shall pay all taxes imposed by law in connection with the Work and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a State tax-exempt number for exemption from the sales tax.

### 3.08 Samples and Shop Drawings:

Contractor shall furnish, upon the request of the Project Manager or as required by the Contract Documents, submittals, samples and shop drawings to the Project Manager, who shall, in collaboration with the Engineer, as applicable, review them for general conformance with the Contract Documents. Approval by the Town and/or the Engineer of any submittals, samples or shop drawings furnished by Contractor shall not relieve Contractor of its obligation to complete the Work in accordance with the Contract Documents.

### 3.09 Compliance with Laws and Regulations:

Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules in effect or enacted during the course of performance of the Work relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.* ("OSHA"); all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, standards, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect during the course of performance of the Work.

### 3.10 Subcontractors:

A. Those portions of the Work that Contractor does not customarily perform with its own personnel or does not, for purposes of this Project, intend to perform with its own personnel, shall be performed under written subcontracts or other appropriate written agreements with Contractor. Contractor shall furnish to the Project Manager at the time the Construction Contract is executed a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents and shall incorporate all relevant provisions of the Contract Documents.

### 3.11 Corrective Work:

When any Work does not conform to the Contract Documents, Contractor shall promptly and without cost to the Town make the necessary corrections so that the Work will so conform, within the time period approved by the Project Manager including, if necessary, the complete removal and replacement of the non-conforming Work with conforming Work. If Contractor does not correct such non-conforming Work within the time approved by the Project Manager, the Town may, in the Town's discretion, have the non-conforming work corrected by others. All direct or indirect costs of or in connection with such correction, including the additional costs of any professional services, testing or inspection necessary for the full and proper correction of the non-conforming Work, shall be paid by Contractor and, if sufficient amounts remain within the Contract Price, the costs incurred by the Town withheld or offset from any progress or final payment to which Contractor would otherwise be entitled. The Town's failure to reject, review, approval or acceptance of, or payment for any portion of the Work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

### 3.12 Other Contracts:

The Town reserves the right to let other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors engaged by the Town in connection with the Work full and unimpeded access to the work site as necessary to fully and timely perform their respective contracts.

### 3.13 Communication:

Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager. E-mail shall be an acceptable form of communication between Contractor and the Town for all communications other than "notices" as referenced in the Contract Documents which are required to be transmitted per Section 6(e) of the Contract.

## Part 4. Suspension and Termination

### 4.01 Suspension for Contractor Default:

The Town may, in the Town's discretion, order Contractor in writing to suspend the Work or any part of the Work because Contractor has materially breached any terms or conditions of the Contract Documents. If Contractor later resumes work that the Town previously suspended pursuant to this Section 4.01, Contractor shall not be afforded any

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

extension of the Contract Time and the Town shall not be liable to Contractor for any additional costs caused by the suspension or related to Contractor's resuming the suspended Work.

**4.02 Suspension for the Town's Convenience:**

The Town may, at any time and without cause, order Contractor in writing to suspend the Work or any portion thereof for such period of time as the Town may determine, for the Town's convenience and in the Town's sole discretion. If the Town suspends the Work pursuant to this Section 4.02, the Contract Price and the Contract Time shall be equitably adjusted to account for any actual and substantiated critical path delays to the progress of the Work and actual and substantiated increase in costs for the performance of the Work. If the suspension applies to only a part of the Work, an extension of the Contract Time will be authorized based on the Project Manager's estimate of the delay to the entire Project caused by the partial suspension.

**4.03 Labor Disputes:**

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving 48 hours' written notice of its intent to do so.

**4.04 Termination for Contractor Default:**

If Contractor defaults in the timely and proper performance of any of Contractor's obligations under the Contract Documents, without prejudice to any other rights or remedies, the Town may terminate this Contract or reassign all or any portion of the Work upon 30 days' written notice to Contractor. In the event of termination, the Town shall pay Contractor for that portion of the Work previously authorized and satisfactorily completed prior to the date of the notice of termination, subject to any offset or other claim for damages suffered by the Town attributable to Contractor's default.

**4.05 Termination for the Town's Convenience:**

A. The Town may, at any time and without cause, terminate the Contract, in whole or in part, for the Town's convenience and without cause if such determination is in the Town's best interest, upon 30 days' written notice to Contractor. If the Town terminates the Contract for convenience, the following shall apply:

1. Contractor is not entitled to any claim for any amount, including lost profits or other special or consequential damages, for or in connection with any portion of the Work yet to be performed.

2. Upon receipt of a termination notice, Contractor shall, unless otherwise directed by the Town, take all of the following actions: (a) cease operations as directed by the Town in the notice; (b) take all actions necessary or that the Town may direct for the protection and preservation

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

of the Work; and (c) use all reasonable efforts to cancel or divert outstanding commitments and subcontracts for procurement of services, materials or equipment to the extent they relate to the terminated portion of the Work.

3. The Town shall pay Contractor for that portion of the Work properly executed prior to the date of termination and, to the extent approved by the Town, actual cancellation charges or loss incurred by Contractor upon outstanding commitments or subcontracts that Contractor is unable to cancel, provided Contractor has proven reasonable efforts to divert the commitments to other activities.

4. Payment for amounts properly executed by Contractor prior to the termination notice, if any, shall be based on the applicable unit prices for such Work for those portions of the Work actually completed and accepted by the Town, as well as a release of any retainage held by the Town as of that time. Within 60 days of the effective date of the termination, Contractor shall submit a claim to the Town for such amounts, along with all supporting backup documentation and cost records substantiating the amounts claimed. Contractor shall not be entitled to lost profits or any other form of special or consequential damages, or any costs incurred due to Contractor's or any of its suppliers or subcontractors fault or failure to mitigate as a result of any such termination by the Town for convenience.

B. In no event shall the total sums paid to Contractor pursuant to this Section 4.05, if any, exceed the Contract Price.

C. Settlement of and payment for the Work performed and costs of termination as outlined in this Section 4.05 shall not relieve Contractor or its Surety from responsibility or obligations with respect to the Work performed or concerning any claims arising out of the Work performed by Contractor on the Project or Bonds issued in connection with the Project.

## Part 5. Warranties:

### 5.01 Warranty of Fitness of Equipment and Materials:

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

### 5.02 General Warranty:

Contractor shall warrant and guarantee all material furnished and Work performed by Contractor for a period of 2 years from the date of Final Acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract Documents. Should Contractor fail to perform any such corrective work required by this Section 5.02 within a reasonable period of time after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required corrective work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for nonconforming Work or for Work negligently or defectively performed.

## Part 6. Bonds, Insurance and Indemnification

### 6.01 Indemnification:

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

B. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

C. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6) and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Contract, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative

dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c). However, nothing in this Section 6.01 shall apply to or affect any Bonds issued in connection with the Project, contracts or insurance, or insurance policies that provide for the defense, indemnification or holding harmless of public entities, nor any other obligations, rights or remedies of either of the Parties to this Contract.

**6.02 Notice of Claim:**

If Contractor receives any claim from any third party, including but not limited to subcontractors, suppliers, personnel, employees, or private property owners, arising from or relating in any way to the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within 24 hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

**6.03 Insurance:**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents, including this Section 6.03, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the minimum insurance coverages listed below, unless otherwise specified in the Special Provisions, with forms and insurers acceptable to the Town. By requiring such minimum coverages, the Town shall not be deemed or construed to have assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks relative to the Work to be performed on this Project as required by the Contract Documents and, if Contractor deems it appropriate and/or prudent, maintain higher limits and/or broader coverages than those provided for herein.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to and provide coverage for all premises and operations, explosions, collapse and underground hazards, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

B. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor pursuant to the Contract Documents for the duration of the applicable statutes of limitation and statute of repose. All of Contractor's policies shall contain a severability of interests provision, and shall, where commercially available, include the Town and the Town's elected and appointed officers or officials, employees, agents, volunteers, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

C. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

D. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Contract.

E. Contractor shall ensure that all of Contractor's and subcontractors' or suppliers' insurers are licensed or approved to do business within the State of Colorado. Unless otherwise specified, all policies must be written on a per occurrence basis.

F. Contractor and its insurers shall waive subrogation in favor of Additional Insured parties.

G. Failure of Contractor to comply with these insurance requirements during the term of the Contract may be considered a material breach and may be cause for immediate termination of the Contract, at the Town's option and in its sole discretion.

### 6.04 Performance and Payment Bond:

Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. This bond shall remain in effect at least until 2 years after the date of Final Acceptance of the Work.

## Part 7. Payment

### 7.01 Progress Payments:

A. The Town shall make periodic progress payments to Contractor within 30 days following the Project Manager's approval of the Work completed and the applicable payment application. A progress payment shall be made only after

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

Contractor has submitted an application for a progress payment on a form approved by the Project Manager, along with copies of invoices from subcontractors or suppliers substantiating the amounts billed, partial, conditional lien and claim waivers executed by Contractor and by each subcontractor and supplier covered by the applicable payment application and, beginning with the second application for a progress payment, unconditional lien and claim waivers from Contractor and each subcontractor and supplier for all amounts paid by the Town on prior applications for payment.

B. Except as otherwise provided for in the Contract Documents and this Section 7.01, progress payments shall be in an amount equal to 95% of the Work actually completed. All amounts retained by the Town pursuant to this Section 7.01.B shall be retained by the town until the Work is completed and finally accepted by the Town. Completed Work shall, pursuant to approval and acceptance by the Project Manager, include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. In addition to the 5% retainage provided for in Section 7.01.B and withholding for failure to timely complete the Work as provided for in Section 7.01.C, the Town may retain any disputed line item or portion thereof included in any application by Contractor for a progress payment for any of the following: any unsatisfactory performance of the Work; failure to repair or replace defective, non-conforming or rejected Work as directed by the Town; claims filed or reasonable evidence that claims may be filed against Contractor relating to the performance of the Work; Contractor's failure to make payments to subcontractors or suppliers as required by the Contract Documents; failure to comply with the Contract Documents or applicable law, including employment laws and licensing and permitting requirements; failure to maintain the Work and work site in a clean and orderly manner; failure to remedy damage to Town or private property damaged by Contractor or its subcontractors or suppliers during the performance of the Work; or a set off for amounts due to the Town by Contractor pursuant to the provisions of the Contract Documents, including amounts for liquidated damages. If the reasons for such withholding are cured by Contractor and no longer exist, the Town shall make payment to Contractor for the sums withheld, subject to the 5% retainage on all progress payments as provided for in Section 7.01.B.

E. Contractor warrants that it shall pay each subcontractor and supplier promptly, upon receipt of payment from the Town, the amount to which the subcontractor is entitled no later than 7 days after receipt of payment from the Town. Notwithstanding anything to the contrary, Contractor shall not be required to pay a subcontractor or supplier that has not performed in accordance with its subcontract

or purchase order. Contractor shall, by appropriate agreement with each subcontractor or supplier, require each subcontractor or supplier to make payments to the subcontractor's or supplier's sub-subcontractors or vendors in similar manner. The Town may furnish to each subcontractor or supplier information regarding the percentages of completion or the amounts applied for by Contractor and paid by the Town.

**7.02 Final Payment:**

Upon final acceptance of the Work, the Town shall make final payment to Contractor pursuant to, and subject to the provisions and limitations of, C.R.S. § 38-26-107.

**7.03 Liquidated Damages:**

A. Because time is of the essence and delayed performance causes a compensable, yet difficult to precisely ascertain, damage to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Substantial Completion is delayed after the Substantial Completion date stated in the Construction Contract, as modified through approved change orders, Contractor shall be assessed the following amounts which constitute a reasonable estimate of the actual damages such delay would cause the Town:

| **Contract Price** | **Amount per day** |
|---|---|
| $0-$50,000 | $350 |
| $50,000-$100,000 | $380 |
| $100,000-$250,000 | $440 |
| $250,000-$500,000 | $520 |
| $500,000-$1,000,000 | $640 |
| $1,000,000-$2,000,000 | $820 |
| $2,000,000-$4,000,000 | $1,080 |
| $4,000,000-$8,000,000 | $1,450 |
| $8,000,000-$12,000,000 | $1,820 |
| $12,000,000 or greater | $2,250 |

B. If Contractor does not, after Substantial Completion, achieve Final Completion of the Work as required by and within the time specified in the Construction Contract, Contractor shall be assessed the amounts specified in Section 7.03.A for each day thereafter that the Project does not achieve Final Completion, which amounts constitute a reasonable estimate of the actual damages such delay would cause the Town.

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

C. Allowing Contractor to continue and finish the Work or any part thereof after the Substantial Completion date and Final Completion date, as applicable, shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time, nor for any attorneys' fees or costs that are otherwise allowable under the Contract Documents or applicable law. Liquidated damages may be deducted from any payment due Contractor or the retainage held by the Town. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of the Town's written demand for such reimbursement.

**7.04 Oral Agreements Prohibited:**

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Erie Town Council. The Town acknowledges that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Erie Town Council.

**7.05 Items Not Included In Detailed Scope of Work:**

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Detailed Scope of Work as a Bid Item.

**7.06 Changes in Quantity:**

A. Except as provided in Section 7.07, the unit price shown in the Detailed Scope of Work shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed and accepted by the Town, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Detailed Scope of Work quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed 105% of the quantity listed in the Detailed Scope of Work.

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

**7.07 Unit Price Adjustments:**

A. When a major item is increased to more than 125% or decreased below 75% of the original quantity stated in the Detailed Scope of Work, the unit price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified unit price.

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

B. For purposes of this Section, a major item is any item having a total value, determined by multiplying the original quantity in the Detailed Scope of Work by the unit price, that exceeds 10% of the original Contract Price.

### 7.08 Eliminated Items:

Should any items contained in the Detailed Scope of Work be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit price stated in the Detailed Scope of Work, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

### 7.09 Materials Stored But Not Incorporated:

Payments may be made to Contractor for materials stored on the work site but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Work and conforms with the Contract Documents. Payments shall not exceed 85% of the price shown in the Detailed Scope of Work or 100% of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

### 7.10 Cost Records:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

## Part 8. Miscellaneous

### 8.01 Publications:

Any and all publications relating to the Work and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

### 8.02 Confidentiality:

Any and all reports, information, date, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town.

Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

**8.03 Independent Contractor:**

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other benefits.

**8.04 Conflicts:**

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Contract.
2. Special Provisions.
3. General Provisions.
4. Technical Specifications (Gordian).
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).

**8.05 Dispute Resolution:**

A. Contractor shall faithfully continue performance under this Contract during the pendency of any dispute or litigation arising under or relating to this Contract and the Work in accordance with the terms and conditions of the Contract Documents. Contractor's failure to faithfully continue performance due to a dispute or litigation shall, in the Town's discretion, be construed as a material breach of this Contract and justify termination for Contractor's default or such other action as the Town, in the Town's discretion, may deem appropriate or warranted.

B. If the Town is reasonably required to engage an attorney to assist in connection with any claim or dispute with Contractor relating to or arising out of the Contract or the Work including, without limitation, in connection with any litigation proceedings, and the Town prevails in such proceeding, Contractor shall reimburse the Town for its reasonable attorneys' fees, costs, and other expenses incurred by the Town in connection with such proceedings.

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

# Special Provisions

1. General.

   A. All labor, services, material, and other work necessary for the construction of Erie Maintenance Storage Facility Expansion Project shall be provided by Contractor. Contractor's responsibilities shall include, but not be limited to: managing the budget; scheduling and coordinating work meetings; conducting field tests and geotechnical studies; preparing exhibits and participating in formal and informal public meetings at locations provided by the Town; and timely processing field orders, change orders and notices of substantial completion.

   B. Contractor shall carefully examine all Work, and shall be solely responsible for the character, quality, and quantities of Work, materials, and compliance with the Contract Documents.

   C. Contractor shall identify any and all necessary easements for construction and maintenance of the Work.

2. Other Regulations.

   A. Contractor shall ensure that the Work is in compliance with the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and other applicable codes and specifications.

   B. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

3. Representatives. Contractor shall have at the work site at all times as its agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and being thoroughly experienced in the type of work being performed. The Town shall have a representative on the job site to observe work for conformance with the Contract Documents.

4. Work Administration. The Town shall administer the Work, including the finalization of any change orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in the Contract Documents.

5. Engineer. The Engineer for this Work shall be the Town Engineer.

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

6. Inspections and Testing.

A. Contractor shall be responsible for performing materials testing. In addition to the materials testing performed by Contractor, the Town may conduct Quality Assurance testing at its own discretion.

B. Contractor shall coordinate its construction schedule with the testing agency and Town so that key inspection points may be observed. If Contractor fails to provide reasonably adequate notice or proceeds without the required inspection, the subject work shall be re-exposed or redone in its entirety, while the inspector is present. No extra compensation shall be awarded to Contractor for extra work due to Contractor's failure to coordinate inspections with the testing agency or the Town. All costs associated with Contractor's failure to coordinate inspections shall be borne by Contractor.

C. Contractor shall perform construction inspections. Contractor shall attend any pre-construction meeting(s) and be available to provide technical assistance during the course of construction as necessary. Contractor shall provide site visits and reviews upon request from the Town during the construction phase to ensure compliance with the intent of the plans and to resolve any potential conflicts. Contractor shall provide a written summary after each site visit.

D. Contractor shall be responsible for scheduling the final inspection with the Town.

7. Construction Schedule.

A. At the time of the Pre-construction Conference, Contractor shall prepare and submit to the Town for review a critical path method (CPM) construction schedule including: proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification to and review by the Town. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time. Contractor shall enter on the chart the actual progress at the end of each 2-week interval as directed by the Town and shall deliver to the Town 3 copies thereof on a biweekly basis.

B. Contractor shall also prepare and submit a schedule of the anticipated manpower by title and duty. The manpower proposed shall be adequate for orderly flow of work and completion within the time specified in the Contract Documents.

C. All construction activities shall be coordinated with the Project Manager.

8. Saturday, Sunday, Holiday and Night Work.

A. Work shall normally not be performed on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 7:00 p.m., or as

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

indicated on the construction schedule. Lane closures are restricted to 9:00 a.m. to 4:00 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

B. If Contractor believes it necessary to work on Saturdays, Sundays, holidays, or at night, Contractor shall make prior arrangements with the Town and receive written approval at least 48 hours before such time. Such approval may be revoked by the Town if Contractor fails to maintain adequate equipment and lighting at night for the proper control, and inspection of the work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the work, the Town may declare Work performed during this period of time defective.

C. Any Work performed on a Saturday, Sunday, holiday, or night shall be at Contractor's risk in terms of extra costs, extra work, or unforeseen conditions.

9. Progress Reports.

A. Progress reports and progress/manpower schedules shall be updated and submitted to the Project Manager at the end of each 2-week period, or at such other times as the Project Manager may request. Contractor shall also forward to the Project Manager, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work.

B. If the completion of any part of the Work or the delivery of materials is behind the approved schedule, Contractor shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The Town shall have the right to withhold progress payments for the work if Contractor fails to update and submit the progress/manpower schedule and reports as specified.

10. Pre-construction Conference.

A. Contractor shall coordinate the Pre-construction Conference. Contractor's designated supervisor(s) assigned to the Work shall attend this meeting.

B. Prior to mobilizing construction equipment, a Pre-construction Conference will be held. Contractor's designated superintendent(s) or supervisor(s) assigned to the Work shall attend this meeting. Contractor shall, at a minimum, provide the following to the Town at the Pre-construction Conference:

i. The construction schedules;
ii. A detailed estimate of partial payments for the Work;
iii. The traffic control plan;
iv. A detailed plan showing site access and staging areas; and
v. A subcontractor submittal, including names and contact phone numbers.

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

11. Fees and Permits.

A. Prior to commencing any Work, Contractor shall secure, at its own expense, all necessary fees and permits required for the performance of the Work, including an Army Corps of Engineers 404 permit, if necessary. The cost of compliance with this Section (including fees) is included in the Contract Price, and no additional compensation shall be provided.

B. All fees for permits issued by the Town shall be waived.

12. Existing Utilities.

A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located in the work site. Contractor shall conduct the meeting and provide summary minutes.

B. Contractor shall determine the actual location of all existing utilities prior to starting any Work. Contractor shall contact utility companies for field locations prior to the start of Construction Work, and shall contact all utilities at least 48 hours prior to beginning excavation and/or grading. If the exact location and depth of existing underground utilities are unknown, Contractor shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Contractor shall obtain required locates and Contractor shall include the information on the plans. Contractor shall resolve any utility discrepancies. Contractor shall be liable for all damage done to existing utilities in the performance of the Work.

C. If Contractor requests that utility companies relocate utilities for Contractor's convenience, such relocation shall be at Contractor's expense.

D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Contractor.

13. Water and Electricity. Contractor shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Contractor shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to Final Completion, Contractor shall remove the supply lines at its expense.

14. Dust Control. Contractor shall use measures to prevent and control dust within the area affected by the Work. No additional compensation shall be paid to Contractor for dust control. Contractor shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within 24 hours of notification by the Town that any adjacent streets require cleaning, Contractor shall clean such streets or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.

15. Construction Staging Areas. All construction staging areas shall be located within the work site. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition. No additional compensation shall be provided to Contractor for cleaning of construction staging areas.

16. Sanitary Facilities.

A. Sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.

B. The sanitary conveniences specified above shall be the obligation and responsibility of Contractor. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the work site.

C. Contractor shall supply sufficient drinking water from approved sources to all of its employees.

D. Full compensation for compliance with this Section is included in the Contract Price, and no additional compensation shall be provided.

17. Soils Investigations and Foundation Engineering. Contractor shall be responsible for all geotechnical investigations necessary to design and perform the Work.

18. Lines and Grades. Contractor shall lay out the Work and shall be responsible for all measurements in connection therewith. Contractor shall, at its own expense, furnish all stakes, templates, platforms, equipment, and labor, including surveyors, that may be required in setting and cutting or laying out any part of the Work. Contractor shall be responsible for the proper execution of the Work to such lines and grades.

19. Traffic Control.

A. Contractor shall furnish all necessary flagpersons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and perform any other work necessary for the protection of all work being performed, and for the safety of the public and pedestrian traffic, as well as motor vehicles. All signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices.

B. At the Pre-construction Conference, Contractor shall submit a traffic control plan for review by the Town. The plan shall discuss the traffic control measures proposed for the safety of vehicular and pedestrian traffic through the work site.

C. Contractor shall at all times take proper precautions for the protection of and replacement or restoration of landscaping, driveway culverts, street intersection culverts or aprons, irrigation crossings and systems, mailboxes,

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

driveway approaches, signs, existing utilities, and all other public and private installations that may be encountered during the Work.

D. No driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.

E. No road shall be closed at any time.

F. Contractor shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.

G. It shall be Contractor's responsibility to: maintain, protect, and control traffic in the vicinity of and in the work site; restrict parking on streets near the work site; and provide necessary parking areas for all employees in suitable locations as approved by the Town.

20. Archaeological and Historical Discoveries.

A. Contractor shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present in the work site. Upon making such a discovery, Contractor shall do whatever is necessary to avoid disturbing the work site. This may require that Contractor's activities be redirected or stopped until the Town determines how to proceed.

B. As a result of Contractor's efforts to preserve the potential discovery at the work site, if Contractor's activities are delayed for longer than 8 normal work hours, Contractor shall prepare accounting information to support an adjustment to the Contract Price.

21. Water Control.

A. Contractor shall take such precautions as necessary to construct the Work in a dry condition, and Contractor shall provide for drainage, dewatering, and control of all surface and subsurface water and shall erect any necessary temporary structures or other facilities at its own expense.

B. Contractor, at its own expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from the commencement of Work through Final Completion.

C. Contractor shall be responsible for furnishing, transporting, and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water and ground waters.

22. Disposal Site

A. Contractor shall be responsible for the removal of all excess excavation, debris, deleterious material, muck, asphalt, concrete, trees, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Costs of disposal are included in the Contract Price and shall not

Docusign Envelope ID: C08E2347-6EAE-46B0-BC2E-4E6312F190E7

entitle Contractor to additional compensation. Contractor shall designate in writing a disposal site located outside the Town limits and acceptable to the Town.

B. Contractor's cost for loading, hauling, daily cleaning of streets, disposal of the earthwork (excavation) materials, together with the construction, maintaining and watering of haul roads, and dump fees and permits are included in the Contract Price and shall not entitle Contractor to additional compensation.

23. Video Prior to Construction. Contractor shall provide the Town with a video of the entire work site prior to beginning construction, including all adjacent areas, at Contractor's own expense. One copy of the video shall be provided to the Town and become the property of the Town prior to the commencement of any Work.

24. Existing Improvements and Restoration.

A. Contractor has field inspected the work site and fully understands that existing landscaping and improvements are present within the work site. Such existing improvements shall be protected. Any damage or disruption in the public right-of-way, drainage easements, Town property, or private property related to the Work shall be restored to pre-existing or better condition.

B. Contractor shall be responsible for replacing all existing improvements, including irrigation systems and landscaping, damaged during Contractor's activities, except as otherwise provided in the Contract Documents.

25. Erosion Control. Contractor shall provide an erosion/sediment control plan for use during construction. The plan shall include site specific details showing the type, location, and quantity of BMP's to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area. Special attention shall be given to prevent sediment from entering into any wetland area.

26. Vandalism. Contractor shall take all necessary steps to protect the work site from vandalism. Contractor shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at Contractor's own cost. The Contract Price shall not be increased to reimburse Contractor for such costs.

27. Job Order Contract (JOC) Special Conditions. The following clarifications and modifications apply to the General Provisions and these Special Provisions:

A. All references to "Bid Items" shall be interpreted to mean Work tasks necessary to complete the Work.

B. All references to "change order work," "extra work," "force account work," and any other descriptions to changes to the Detailed Scope of Work shall be interpreted to mean work described in the Detailed Scope of Work of a Supplemental Job Order, if any.

docusign

## Certificate Of Completion

Envelope Id: C08E2347-6EAE-46B0-BC2E-4E6312F190E7
Status: Completed
Subject: Complete with Docusign: Construction Contract(Erie Maintenance Storage Facility Expansion)
Source Envelope:
Document Pages: 33
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
P&R Business Business Services
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
prbs@erieco.gov
IP Address: 50.206.104.130

## Record Tracking

Status: Original
11/19/2025 3:12:26 PM
Holder: P&R Business Business Services
prbs@erieco.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Benjamin J Placzek<br>bplaczek@facilitiescontracting.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Benjamin J Placzek<br>8A3076AA17DE420...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 96.90.177.149 | Sent: 11/19/2025 3:15:26 PM<br>Resent: 11/24/2025 3:10:06 PM<br>Viewed: 11/24/2025 3:12:18 PM<br>Signed: 11/24/2025 3:12:51 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 11/24/2025 3:12:18 PM<br>ID: 212ea79c-ab6c-46a9-bcee-53d3cf653ccf | | |
| **In Person Signer Events** | **Signature** | **Timestamp** |
| **Editor Delivery Events** | **Status** | **Timestamp** |
| **Agent Delivery Events** | **Status** | **Timestamp** |
| **Intermediary Delivery Events** | **Status** | **Timestamp** |
| **Certified Delivery Events** | **Status** | **Timestamp** |
| **Carbon Copy Events** | **Status** | **Timestamp** |
| Kathy Kron<br>kkron@erieco.gov<br>Senior Parks Planner<br>Town of Erie<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 11/24/2025 3:12:52 PM<br>Viewed: 11/24/2025 3:13:21 PM |
| Adrian Gee<br>agee@facilitiescontracting.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 10/14/2025 3:51:33 PM<br>ID: ed729c7d-33a2-47cd-acd7-5d51ee157182 | COPIED | Sent: 11/24/2025 3:12:53 PM<br>Viewed: 11/24/2025 3:13:14 PM |
| **Witness Events** | **Signature** | **Timestamp** |

| Notary Events | Signature | Timestamp |
|---|---|---|
| **Envelope Summary Events** | **Status** | **Timestamps** |
| Envelope Sent | Hashed/Encrypted | 11/19/2025 3:15:26 PM |
| Certified Delivered | Security Checked | 11/24/2025 3:12:18 PM |
| Signing Complete | Security Checked | 11/24/2025 3:12:51 PM |
| Completed | Security Checked | 11/24/2025 3:12:53 PM |
| **Payment Events** | **Status** | **Timestamps** |

**Electronic Record and Signature Disclosure**

Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-341, **Version:** 1

**SUBJECT:**
2026 Loving Day Proclamation, Sponsored by Council Member O'Connor, Council Member Baer, and Mayor Moore

**DEPARTMENT:** Legislation

**PRESENTER(S):** Council Member Brian O'Connor
Council Member Emily Baer
Mayor Andrew Moore

**TIME ESTIMATE:** 0 minutes
*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**
N/A

**POLICY ISSUES:**
Town Council may approve proclamations for chosen topics.

**STAFF RECOMMENDATION:**
Approve Proclamation

**SUMMARY/KEY POINTS**
Loving Day recognizes the historic Supreme Court decision of Loving vs. Virginia in 1967.

- Until 1957, the State of Colorado banned interracial marriages between white and black residents;
- Richard and Mildred Loving were natives of the Central Point area of Caroline County, Virginia who were arrested in 1958 for violating Virginia's felony law against interracial marriage
- the Lovings fought their way to the United States Supreme Court and nine years later, on June 12, 1967, their conviction was overturned and all anti-miscegenation laws nationwide ended in as case known as Loving vs. Virginia.

**ATTACHMENT(S):**
1. Proclamation

**Proclamation**
**Loving Day – June 12, 2026**

**Whereas**, until 1957, the State of Colorado banned interracial marriages between white and Black residents; and

**Whereas,** Richard and Mildred Loving were natives of the Central Point area of Caroline County, Virginia who were arrested in 1958 for violating Virginia's felony law against interracial marriage; and

**Whereas**, following their conviction in the Caroline County Circuit Court, their sentence was suspended, provided they did not return to their Central Point home or the Commonwealth of Virginia as a couple for 25 years; and

**Whereas**, the Lovings fought their way to the United States Supreme Court and nine years later, on June 12, 1967, their conviction was overturned and all anti-miscegenation laws nationwide ended in as case known as Loving vs. Virginia; and

**Whereas**, Chief Justice Warren wrote in the court majority opinion that: Marriage is one of the 'basic civil rights of man', fundamental to our very existence and survival ... To deny this fundamental freedom on so unsupportable a basis as the racial classifications embodied in these statutes, classifications so directly subversive of the principle of equality at the heart of the Fourteenth Amendment, is surely to deprive all the State's citizens of liberty without due process of law. The Fourteenth Amendment requires that the freedom of choice to marry not be restricted by invidious racial discriminations. Under our Constitution, the freedom to marry, or not to marry, a person of another race resides with the individual and cannot be infringed by the State.; and

**WHEREAS**, Loving vs. Virginia has significant real and symbolic meaning to all those who wish to marry the person they love no matter who they are.

**NOW, THEREFORE,** the Town Council of Erie does hereby recognize Friday, June 12, 2026, on the 59th anniversary of the unanimous Supreme Court decision, as: ”LOVING DAY” in the Town of Erie and we call this observance to the attention of all our residents.

**ADOPTED this 9th day of June, 2026.**

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-358, **Version:** 1

**SUBJECT:**
Presentation of 90 Second Celebration Video

**DEPARTMENT:** Town Manager's Office

**PRESENTER(S):** Julian Jacquin, Director of Economic Development & TOEURA

**TIME ESTIMATE:** 5 minutes
*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**
N/A

**POLICY ISSUES:**
N/A

**STAFF RECOMMENDATION:**
Presentation only.

**SUMMARY/KEY POINTS**
A brief presentation of a video highlighting Town staff accomplishments from the last month.

**ATTACHMENT(S):**
Video played in person

Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-344, **Version:** 1

**SUBJECT:**
PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Amending Chapters 6 and 11 of Title 10 of the Erie Municipal Code Regarding Landscaping

**DEPARTMENT:** Environmental Services

**PRESENTER(S):** Dylan King, Sustainability and Water Conservation Specialist ll

**TIME ESTIMATE:** 15 minutes
*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**
N/A

**POLICY ISSUES:**
Current provisions in the Municipal Code are not consistent with State law on 'non-functional turf'. Council will consider an update to the Code to bring the Town into compliance.

**STAFF RECOMMENDATION:**
Adopt an Ordinance Amending Chapters 6 and 11 of Title 10 of the Erie Municipal Code Regarding Landscaping.

**SUMMARY/KEY POINTS**

- HB 24-005 and SB 25-113, codified as CRS Sec. 37-99-101 through 104, require municipalities to prohibit nonfunctional turf, artificial turf, and invasive plant species from being installed on the following properties:
    - commercial, institutional, or industrial;
    - property within a common interest community that is owned and maintained by a unit owners' association;
    - rights-of-way, parking lots, medians, or transportation corridors; and
    - property with a multifamily dwelling unit containing 12 or more dwelling units.
- Chapters 6 and 11 of Title 10 of Erie Municipal Code must be amended to comply with State law.
- The Staff Report and Presentation contain more detail on the proposed changes.

**ATTACHMENT(S):**

1. Resolution
2. Draft Ordinance
3. Staff Report
4. Presentation
5. Public Notice

**Town of Erie**
**Planning Commission**
**Resolution No. P26-09**

**A Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Adopt an Ordinance Amending Chapters 6 and 11 of Title 10 of the Erie Municipal Code Regarding Landscaping**

**Whereas**, during the 2024 General Session, the Colorado General Assembly enacted SB24-005 to establish a State law concerning the conservation of water in the State through the prohibition of certain landscaping practices, and the laws established by SB24-005 were modified during the 2025 General Session by HB25-1113 which expanded the applicability of the law; and

**Whereas**, the Erie Municipal Code includes terms and regulations that no longer conform to state law;

**Whereas**, the Erie Municipal Code includes terms and regulations that create regulatory inconsistencies with State law regarding certain landscaping practices;

**Whereas**, the Planning Commission finds it in the best interest of the public health, safety and welfare to amend Title 10 of the Erie Municipal Code to comply with State law.

**Now, Therefore be it Resolved by the Planning Commission of the Town of Erie, Colorado, that:**

**Section 1.** Findings. The Planning Commission finds and determines that the ordinance amending Title 10 of the Erie Municipal Code, as attached hereto, meets the approval criteria as specified in Section 10-7-18(C)(9) as follows:

a. The ordinance will promote the public health, safety, and general welfare;

b. The ordinance is generally consistent with the Town's comprehensive master plan and the stated purposes of the UDC; and

c. The ordinance is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

**Section 2.** Decision. Based on the foregoing findings, the Planning Commission hereby recommends that the Town Council adopt the ordinance as attached hereto.

**Adopted this 20th day of May 2026.**

Ben Hemphill, Chair

Attest:

Melinda Helmer, Secretary

**TOWN OF ERIE**
**TOWN COUNCIL MEETING**
**June 9, 2026**

---

**SUBJECT:** **Ordinance**
An Ordinance Amending Chapters 6 and 11 of Title 10 of the Erie Municipal Code Regarding Landscaping

**PURPOSE:** Align the Unified Development Code with State law regarding landscaping

**CODE REVIEW:** Erie Municipal Code, Title 10

**DEPARTMENT:** Environmental Services

**PRESENTER:** Dylan King, Sustainability and Water Conservation Specialist ll

---

## STAFF RECOMMENDATION:

Adoption of ordinance amending Title 10 of the Erie Municipal Code regarding landscaping.

## SUMMARY AND BACKGROUND OF SUBJECT MATTER:

State law requires municipalities prohibit non-functional turf, artificial turf, and invasive plant species from being installed on "applicable properties"; enumerated as follows:

- Commercial, Institutional, or Industrial;
- Property within a common interest community that is owned and maintained by a unit owners' association;
- Rights of way, parking lots, medians, or transportation corridors; and
- A multifamily dwelling unit containing 12 or more units.

State law defines functional turf as

> *Turf that is located in a recreational use area or other space that is regularly used for civic, community or recreational purposes, which may include playgrounds; sports fields; picnic grounds; amphitheaters; portions of parks; and the playing areas of golf courses, such as driving ranges, chipping and putting greens, tee boxes, greens fairways, and roughs.*

State law exempts turf that is a part of a water quality treatment solution required for compliance with federal, state, or local agency water quality permitting requirements that is not irrigated and does not have herbicides applied.

Nonfunctional turf includes turf located in a street right-of-way, parking lot, median, or transportation corridor.

The State law makes a distinction between non-native grasses (i.e., "turf," as defined by the law) and native grasses and grasses that have been hybridized for arid conditions. The use of native grass and grass hybridized for arid conditions is still allowed on "applicable property." See CRS Sec. 37-99-103(4)(c).

## PROPOSED CHANGES:

The State law necessitates changes to the Unified Development Code (UDC), specifically Chapters 6 and 11. The proposed changes are as follows:

- Prohibit invasive species, nonfunctional turf, and nonfunctional artificial turf on applicable properties;
- Allow grass seed or sod that is native or has been hybridized for arid conditions;
- Correct various code section references; and
- Update and add definitions to align with State law.

A communications plan is underway to aid in explaining these changes to developers and the community. The plan will include FAQs, suggested native or hybridized grass types, direct email communications to stakeholders, and a webpage.

Planning Commission considered the proposed changes at their May 20, 2026, meeting and unanimously recommended approval.

### Notice

The proposed changes were noticed in the Daily Times Call on May 22, 2026. No mailed notice or neighborhood meeting is required.

### Approval Criteria

Section 10-7-18(C)(9) of the Erie Municipal Code states the following approval criteria when considering amendments to the text of the UDC:

1. The proposed amendment will promote the public health, safety, and general welfare; and
2. The proposed amendment is generally consistent with the Town's Comprehensive Master Plan and the stated purposes of this UDC; and
3. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

Staff find these amendments necessary to comply with State law and recommend the Town Council adopt an ordinance, amending Chapters 6 and 11 of Title 10 of the Erie Municipal Code regarding landscaping.

### Attachments

1. Resolution P26-09
2. Ordinance
3. Staff Report
4. Staff Presentation

# Proposed UDC Changes to Title 10

**Town Council**

Dylan King, Sustainability and Water Conservation Specialist II

June 9, 2026

# Request

Amendments to Title 10 regarding turf and landscaping

# Overview

- Background
- Proposal
- Decision

# Background

State law requires municipalities prohibit non-functional turf, artificial turf and invasive plant species from being installed on "applicable properties":

- Commercial, Institutional, or Industrial;
- Property within a common interest community;
- Rights of way, parking lots, medians, or transportation corridors;
- A multifamily building containing 12 or more units

# Background

State law defines functional turf as:

*"Turf that is located in a recreational use area or other space that is regularly used for civic, community or recreational purposes, which may include playgrounds; sports fields; picnic grounds; amphitheaters; portions of parks; and the playing areas of golf courses, such as driving ranges, chipping and putting greens, tee boxes, greens fairways, and roughs."*

# Background

- Nonfunctional turf includes turf located in a street right-of-way, parking lot, median, or transportation corridor.
- The use of native grass and grass hybridized for arid conditions is still allowed on “applicable property.”

# Proposal

- Prohibit invasive species, nonfunctional turf, and nonfunctional artificial turf on applicable properties
- Allow grass seed or sod that is native or has been hybridized for arid conditions
- Correct various code section references
- Update and add definitions to align with State law

# Overview

- ✓ Background
- ✓ Proposal
- Decision

# Approval Criteria – 10-7-18

a. The proposed amendment will promote the public health, safety, and general welfare;

b. The proposed amendment is generally consistent with the Town's Comprehensive Master Plan and the stated purposes of this UDC; and

c. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

# Public Notice

Neighborhood Meeting: Not Applicable

PUBLIC NOTICE OF HEARING

Notice was published in the Daily Times Call on May 22, 2026

# Next Steps

Implementation of Communications Plan

# Staff Recommendation

Adoption of Ordinance

Amending Chapters 6 and 11 of Title 10 of the Erie Municipal Code Regarding Landscaping

# Proposed UDC Changes to Title 10

**Town Council**

Dylan King, Sustainability and Water Conservation Specialist II

June 9, 2026

**NOTICE OF PUBLIC HEARING**
**TOWN COUNCIL**
**TOWN OF ERIE**

Notice is hereby given that on Tuesday, June 9, 2026, at 6:30 PM, or as soon as possible thereafter at the Erie Town Hall Council Chambers, 645 Holbrook Street, Erie, CO 80516, a PUBLIC HEARING will be held by the Town Council to consider adoption of an Ordinance Amending Chapters 6 and 11 of Title 10 of the Erie Municipal Code Regarding Landscaping.

Any person may appear at the public hearing and be heard regarding the matter under consideration. A copy of the proposed ordinance is on file and available for public inspection in the office of the Town Clerk.

Debbie Stamp Town Clerk

FOR QUESTIONS OR COMMENTS, CONTACT
TOWN OF ERIE
PLANNING & DEVELOPMENT DEPARTMENT
P.O. BOX 750 ERIE, COLORADO 80516
PHONE: (303) 926-2770
FAX: (303) 926-2706

Published: Longmont Times Call May 22, 2026-2170137

**Town of Erie**
**Ordinance No. 027-2026**

**An Ordinance of the Town Council of the Town of Erie Amending Chapters 6 and 11 of Title 10 of the Erie Municipal Code Regarding Landscaping**

**Whereas**, during the 2024 General Session, the Colorado General Assembly enacted SB24-005 to establish a State law concerning the conservation of water in the State through the prohibition of certain landscaping practices, and the laws established by SB24-005 were modified during the 2025 General Session by HB25-1113 which expanded the applicability of the law; and

**Whereas**, the Town supports the policy goal of water conservation and desires to update the landscaping standards in the Town of Erie's Unified Development Code to implement the provisions of State law.

**Now Therefore be it Ordained by the Town Council of the Town of Erie**, **Colorado**, **as follows**:

**Section 1**. Section 10-6-4 of the Erie Municipal Code is hereby amended to read as follows:

**10-6-4 Landscaping, screening, and fencing.**

* * *

B. *Landscape plan:* All development applications shall be accompanied by a landscape plan meeting the requirements of this section. The landscape plans shall be submitted and reviewed as part of the site plan process. Installation of approved landscaping shall occur prior to issuance of a certificate of occupancy or during the first month of the planting season, whichever is sooner. If the landscaping installation does not occur before issuance of a certificate of occupancy, then the town will require a letter of credit or other guarantee for improvements not installed as detailed in section ~~10-6-4 F.7~~ 10-6-4 D.9.

C. *Minimum landscaping requirements:* The minimum landscaping requirements in this chapter are cumulative.

1. *Right-of-way:* The property owner shall provide:

* * *

b. Live groundcover as appropriate to the use and function of the area described in section ~~10-6-4 E.1.a~~ 10-6-4 C.1.a, including ~~grass,~~ trees, flowers, ~~or~~ shrubs, or grass seed or sod that (i) is a native plant, or (ii) has been hybridized for arid conditions. In commercial areas, such area

may be paved if it functions as pedestrian access to storefronts and is integrated into the overall design of the other improvements on the site.

* * *

2. *Single-family and duplex dwelling units:* In addition to the right-of-way landscaping described in section ~~10-6-4 E.1~~ 10-6-4 C.1., the property owner shall:

* * *

3. *Multi-family dwelling units:* In addition to the right-of-way landscaping described in section ~~10-6-4 E.1~~ 10-6-4 C.1., the property owner shall:

* * *

   c. Install groundcover, either irrigated functional turf maintained to appropriate standards for active recreation in active recreation areas, or where appropriate, native grass or grass that has been hybridized for arid conditions for areas that will not function as active recreation areas. Native grass or grass that has been hybridized for arid conditions shall be weed-free and maintained at an appropriate height according to species. Use of irrigated turf is discouraged and shall be minimized to the maximum extent reasonably practicable.

   d. Install parking lot landscaping as required in section ~~10-6-4 E.5~~ 10-6-4 C.5.

* * *

4. *Nonresidential:*

   a. The property owner shall provide right-of-way landscaping pursuant to section ~~10-6-4 E.1~~ 10-6-4 C.1.

* * *

6. *Stormwater facilities:*

* * *

   f. Credit towards minimum park or open space requirements may be available for portions of detention ponds that are outside the area required to store water quality volume, provided they are designed according to sections ~~10-6-4 E.6.a and b~~ 10-6-4 C.6.a. and b., and are useable by residents as parks or open space. To be eligible for this credit, detention basins shall not be more than an average of three feet deep and shall also meet at least one of the use definitions of parks and open space. Average depth shall be measured from existing grade.

* * *

D. *Additional landscaping requirements and standards:*

* * *

2. *Water efficiency in landscape design:* Landscape improvements shall be designed with water efficiency as a major goal. Landscape plans shall use the follow design treatments to facilitate water conservation:

   a. Appropriate selection of turf, native grass, or grass that has been hybridized for arid conditions ~~selection to minimize the use of bluegrass~~;

* * *

4. *Artificial materials prohibited:* Artificial plants, ~~artificial grasses~~ nonfunctional artificial turf, and other artificial plant material are prohibited as a means of complying with these landscaping regulations. However, ~~they~~ functional artificial turf may be ~~used for athletic fields and similar uses as~~ approved by the town, but shall not be used in any manner to satisfy the requirements of these landscape regulations.

5. *Plant ~~quality~~ materials and prohibitions:*

   a. Xeriscape plant materials are strongly encouraged.

   b. All landscape materials shall be in compliance with the current standards recommended by the American Association of Nurserymen. Plants shall have a habit of growth that is normal for the species and shall be of good health, vigorous growth, and free from insect pests, diseases, and injuries. All plants shall equal or exceed the measurements specified on the landscape plan. Substitutions shall not be permitted without the written approval of the director.

   c. Invasive species, nonfunctional turf, and nonfunctional artificial turf are prohibited from being installed, planted, or placed on any portion of (i) commercial, institutional, or industrial property; (ii) property within a common interest community that is owned and maintained by a unit owners' association; (iii) rights-of-way, parking lots, medians, or transportation corridors; or (iv) property with a multifamily dwelling unit containing 12 or more dwelling units.

   d. Notwithstanding subsection c., a person may install, plant, or place grass seed or sod that is native or has been hybridized for arid conditions.

* * *

8. *Irrigation:* All landscape areas shall be provided with an adequate and complete-coverage automatic water-efficient irrigation system as provided in section ~~10-6-4 E.3~~ 10-6-4 D.3.

* * *

**Section 2**. Section 10-11-3 of the Erie Municipal Code is hereby amended to read as follows:

* * *

*Artificial turf*: An installation of synthetic materials developed to resemble natural grass.

* * *

*Functional artificial turf*: Artificial turf that is (i) located in an area that is regularly used for civic, community, or recreational purposes, which may include a playground, a sports field, a picnic ground, an amphitheater, a portion of a park, and the playing area of a golf course, such as a driving range, chipping and putting green, tee box, green, fairway, and rough; or (ii) a component of a product designed and approved to a professional engineer for civil infrastructure projects, including, but not limited to, covers for solid waste facilities and revetments for slopes, channels, levees, and dams.

* * *

*Functional turf*: Continuous plant coverage consisting of nonnative grasses or grasses that have not been hybridized for arid conditions, and which, when regularly mowed, form a dense growth of leaf blades and roots, that is located in an area that is regularly used for civic, community, or recreational purposes, which may include a playground, a sports field, a picnic ground, an amphitheater, a portion of a park, and the playing area of a golf course, such as a driving range, chipping and putting green, tee box, green, fairway, and rough.

* * *

*Invasive plant species*: Plants that (a) are not native to the state and that are (i) introduced to the state accidentally or intentionally, (ii) have no natural predators or competitors in the state, because the state is outside of their natural competitor or predator range, and (iii) have harmful effects on the state's environment or economy or both, or (b) appear on the Noxious Weed List maintained and published by the Colorado Department of Agriculture.

* * *

*Native plants*: A plant species that is indigenous to the state of Colorado.

* * *

*Nonfunctional artificial turf*: Turf that is not functional artificial turf.

* * *

*Nonfunctional turf*: Turf that is not functional turf.

* * *

**Section 3**. Severability. If any article, Section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

**Section 4**. Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

**Section 5**. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

---

EXPLANATORY NOTE:
~~STRIKETHROUGHS~~ INDICATE MATERIAL DELETED FROM EXISTING LAW;
UNDERLINES INDICATE MATERIAL ADDED TO EXISTING LAW;
ASTERISKS * * * INDICATE MATERIAL UNCHANGED BY THIS ORDINANCE.

---

**Introduced**, **Read**, **Passed and Ordered Published this 9th day of June, 2026.**

_____
Andrew J. Moore, Mayor

**Attest:**

_____
Debbie Stamp, Town Clerk

Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-362, **Version:** 1

**SUBJECT:**
Erie Chamber of Commerce - 2026 Action Plan

**DEPARTMENT:** Economic Development

**PRESENTER(S):** Pat Vero, Executive Director, Erie Chamber of Commerce

**TIME ESTIMATE:** 20 minutes
*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**
N/A

**POLICY ISSUES:**
This agenda item has minimal policy implications.

**STAFF RECOMMENDATION:**
To listen to and discuss the Erie Chamber of Commerce's 2026 Action Plan, organizational objectives, and proposed programming for the upcoming year.

**SUMMARY/KEY POINTS**

- The Erie Chamber of Commerce responded to the Town's 2026 Request for Qualifications (RFQ) for Community Event Management Services and was identified as the preferred partner for coordination of designated annual community events and related business programming.
- The approved 2026 Sponsorship Agreement provides $86,325 in Town funding support for community events, educational programming, scholarships, and operational support.
- The Chamber's 2026 Action Plan includes continued programming and enhancements to signature community events intended to support local businesses, tourism, and community activation.

**BACKGROUND OF SUBJECT MATTER:**
In March 2026, the Town issued a Request for Qualifications (RFQ) for Community Event Management Services to identify an organization with experience coordinating community-wide events and related business engagement programming. The RFQ established a formal sponsorship partnership structure intended to improve accountability, financial transparency, and coordination

between the Town and its selected event partner.

The Erie Chamber of Commerce submitted a response to the RFQ and was identified as the preferred partner based on its experience coordinating community events, engaging local businesses and sponsors, and supporting Erie's broader business ecosystem. The Chamber's proposed 2026 programming includes the Erie Town Fair, Balloon Festival and Glow, Concerts in the Park, Erie Brewfest, Parade of Lights, educational seminars, and the Dave Stone Scholarship program.

The approved 2026 Sponsorship Agreement provides $86,325 in Town funding support for community events, educational programming, scholarships, and general operations, as summarized below. The agreement also establishes reporting requirements, sponsorship recognition obligations, and reimbursement provisions for unused event funding. In addition to direct sponsorship funding, the Town continues to lease the approximately 2,000-square-foot Town-owned building located at 235 Wells Street to the Chamber at a reduced rental rate. This presentation will allow the Chamber to present its 2026 Action Plan and discuss organizational priorities and programming with the Town Council.

The breakdown of the Town of Erie's 2026 budgeted contribution to the Erie Chamber of Commerce is as follows:

| **Administrative Costs** | |
|---|---|
| Membership | $475 |
| General Operations | $7,000 |
| Dave Stone Scholarship | $2,500 |
| Educational Seminars | $2,650 |
| **Administrative Costs Subtotal** | **$12,625.00** |
| | |
| **Events** | |
| Town Fair | $10,000 |
| Balloon Launch | $30,000 |
| 1st Concert in the Park | $10,000 |
| 2nd Concert in the Park | $10,000 |
| Erie Brew Fest | $6,700 |
| Parade of Lights | $7,000 |
| **Events Subtotal** | **$73,700.00** |
| | |
| **Grand Total** | **$86,325.00** |

## ATTACHMENT(S):

1. Presentation

# Erie Chamber of Commerce

The Mission of the Erie Chamber of Commerce is to support, promote and grow the current and future Erie Business Community through leadership community service, professional development, and networking.

# We continued to bring the community together through signature events:

## Erie Town Fair

**(May 16, 2026)**

One our biggest draws of the year, the focus is on a smooth experience for our 280+ vendors and keeping the layout easy to navigate for the thousands of residents and guests hitting the streets of Old Town.

- **280** booth spaces | **330 with Kids Market**
- **Features:** Inflatables, kid's activities, Ninja Course, concert (Erie High School Jazz Band, Rockin Horse, Chris Daniels), beer garden
- Expected attendance: **15,000**

- **New this year:**
- **Children's Entrepreneur Market** – 50 booth spaces run by Children ages 5 through 17
- **Balloon Meister Area** – Increased Insights on hot air balloons, promoting launches | Megan Duggan - Author of a Children's Ballooning Book
- Expanded **Car Show had over 40 cars**

- **Town support: $10,000**

## Balloon Festival & Glow

**(July 10th, 11th, 12th – Glow on 11th)**

This is all about the wow factor. We're looking to enhance the morning launches and balloon glow with better spectator flow and more meaningful ways for sponsors to interact with the crowds.

- **30 balloons** registered/waiting list **–4,000 attendees daily**,
- Over **10,000 attendees** for the Balloon Glow

- **New this year:**
- **Tethered Rides** at all 4 events
- New **3 Special Shape Balloon**
- Increase **Food Court** area to both sides of Field (16)
- Alora at Colliers Hill balcony **decorating contest**
- **Parking and transport – Erie Bee?**
- **Local coverage on 9 News, Greet Magazine, Broomfield Lifestyle**

- **Town support: $30,000**

**Community event with no financial gain**

**Concerts in the Park** are the heart of summer in Erie. We want these concerts at Coal Creek Park to do more than just play music, we're using them to bring people into our historic downtown to explore our shops and local restaurants.

**Concert in the Park**
**(July 25, 2025)**

- **Kid's Activities**
- **Food Trucks**
- **Beer Garden**

- **2026 Performers:** Chris Daniels and the Kings (3,500 attendees)

- New this Year:
- Hula hoop contest
- Best 70's costume

- **Town support: $10,000**

**Concert in the Park**
**(August 22, 2026)**

- **Kid's Activities**
- **Food Trucks**
- **Beer Garden**

- **2026 Performer:** Back by demand – FACE Vocal Band (5,000 in attendance)

- **Town support: $10,000**

## Erie Brewfest
**( October 3, 2026)**

A ticketed event designed to highlight the regional craft beer industry making Historic Downtown our backdrop

•**30** Breweries
•Updated **Designated Driver Tickets**
•**Silent Disco**
•Attendance **1,000+**

•**New this year**
•**Octoberfest games**

- **Town Support $6700**

## Parade of Lights
**( December 4, 2026)**

There's nothing like Briggs Street during the holidays. It's the perfect time for residents to enjoy our small town feel while eating local and visiting our downtown shops.

- **Hot Chocolate/Cider**
- **Mr. and Mrs. Clause**
- **Limit entries to 50**
- **Street music, expanded choir** and **orchestra preshow** at Orchard Community Church
- Estimated Attendance **10,000**

- **Town Support $7000**

## Dave Stone Scholarship

- Awarded to: **Three graduating seniors** who are either Erie residents or attending an Erie school
- **Scholarship amount:** $2,000 each for college

- **New this year:**
- Added a **third scholarship** using tip money from beer & wine sales at every beer garden

- **Town support: $2,500**

## 2025 Seminars

- Cyber threats
- Tariffs – with EEDC
- AI Part 1 – with Networking Group
- Marketing and Branding with SBDC
- How to run your business
- Assessing your business success – with SBDC
- Our woman's motivational speaker's events

- **2026 Goals**
- Expanding to **4-6 seminars**, including **State of the Town**
- Completed (**2** seminars so far):
  - *State of the Town, AI – Part 2,* Ignite Your Leadership S.H.I.N.E

  **In the works:**
  - Networking Roundtable with Louisville Chamber
  - AI Seminar – Part 3, Speed Networking, How to be effective w/your home-based business, Your success through cash flow

- **Town support: $2,650**
  **Some events open to non-members**

To keep these events well-attended and running smoothly, we focus on the logistics:

**Town Partnership:** We stay in constant contact with the Town on permitting, road closures, safety and zero waste.

**Planning:** We use attendance data and surveys from past years to fix any issue and make the experience better for everyone.

**Hands-on Management:** We use a dedicated staff and a solid team of local volunteers who know the event.

**The Goal:** To keep Erie's reputation as a top destination for community events that will drive local economic growth.

# 2025 Sponsors

| Major Investors/Sponsors | | | |
|---|---|---|---|
| Town of Erie | Bold Church | Aire Serv | McDonald Carpet One |
| Allo Fiber | Chick fil A | Rickenbaugh INFINITY | Bellco Credit Union |
| Advent Health/Avista | Sit means Sit | Black Hill Energy | BB LIving |
| Daily Camera | Children's Eye Physicians | Revel Dance Center | New Horizon Acadamy |
| FirstBank of Erie | Peek Goldstone | Lafayette Florist | Erie Animal Hospital |
| Intermountain Health | State Farm- Jeannie Hulse | Carroll Family/Cosmetic Dentistry | Eldorado Springs Water |
| Larkridge Shopping | Xcel Energy | Boulder Landscape and Design | Colorado Party Rental |
| UC Health | Northern Water | Synergy | FRP Apparel |
| Jen Realty | All state Insurance | Lifetime Home Remodeling | Portable Rental Systems |
| ENT Credit Union | Flanagan Law | Renewal by Anderson | Bota Box |
| Premiers Member Credit Union | Topographics | Scissors and Scotch | Aloft Hotel |
| Front Range Landfill | Stop n Save | Phoenix Realty & Property Mgt. | |
| Waste Connections | Colorado Railbikes | Hounds Town | |
| United Power | Commuting Solutions | Greenspace Landscaping | |

# 2026 Proposed Funding

General Operations – Xcel Energy, Town of Erie Water, Office Supplies, Internet

| | | |
|---|---|---|
| Membership | | $475.00 |
| General Operations | | $7,000 |
| Dave Stone Scholarship | | $2,500 |
| Educational Seminars | | $2,650 |
| Town Fair | | $10,000 |
| Balloon Launch | | $30,000 |
| Concert #1 (TBD) | | $10,000 |
| Concert #2 (FACE) | | $10,000 |
| Erie Brew Fest | | $6,700 |
| Parade of Lights | | $7,000 |
| | | |
| | | $86,325.00 |

# Thank you for your partnership and support!



Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-363, **Version:** 1

**SUBJECT:**
We Love Erie Business Collective - 2026 Action Plan

**DEPARTMENT:** Economic Development

**PRESENTER(S):** Victoria Meyer, Board Treasurer, We Love Erie Business Collective
Christina Pisano, Board Member, We Love Erie Business Collective

**TIME ESTIMATE:** 20 minutes
*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**
N/A

**POLICY ISSUES:**
This agenda item has minimal policy implications.

**STAFF RECOMMENDATION:**
To listen to and discuss We Love Erie Business Collective's 2026 Action Plan, organizational objectives, and proposed programming for the upcoming year.

**SUMMARY/KEY POINTS**

- We Love Erie Business Collective responded to the Town's 2026 Request for Qualifications (RFQ) for Business Engagement and Promotion Services and was identified as the preferred partner for business advocacy, promotion, and engagement programming.
- The approved 2026 Sponsorship Agreement provides $71,515.50 in Town funding support for business engagement, advocacy, promotional programming, and community-based business initiatives.
- We Love Erie's 2026 Action Plan includes coordinated marketing campaigns, networking and business engagement events, local shopping initiatives, and advocacy efforts intended to strengthen Erie's business community and increase visibility of local businesses.

**BACKGROUND OF SUBJECT MATTER:**
We Love Erie Business Collective, formerly known as the Erie Economic Development Council (EEDC), has served as a longstanding community organization focused on supporting Erie businesses through

advocacy, promotion, networking, and community engagement initiatives. Over the years, the organization has partnered with local businesses, community stakeholders, and the Town to strengthen Erie's business environment and increase awareness and patronage of local businesses through events, marketing campaigns, and business outreach efforts.

In February 2026, the Town issued a Request for Qualifications (RFQ) for Business Engagement and Promotion Services to identify a partner to support Erie businesses through outreach, advocacy, and promotion. Following review of submissions, We Love Erie Business Collective was selected based on its strong community relationships and experience leading business engagement initiatives. Proposed 2026 programming includes marketing campaigns, networking events, Shop Erie initiatives, downtown activations, and ongoing business advocacy efforts.

The approved 2026 Sponsorship Agreement provides $71,515.50 in Town funding support for business advocacy, promotion, and engagement services. The agreement also establishes sponsorship recognition requirements, quarterly reporting obligations, and coordination expectations between the organization and the Town. This presentation will allow We Love Erie Business Collective to present its 2026 Action Plan and discuss organizational priorities and programming for the upcoming year.

**ATTACHMENT(S):**

1. Presentation




# WE love ERIE

## BUSINESS COLLECTIVE

# OUR MISSION

Through advocacy, promotion, and connection, we strengthen Erie's business community by amplifying visibility, fostering collaboration, and representing your interests with town leaders. Joining the We Love Erie Business Collective is more than membership; it's a partnership and support to help your business thrive. Together, we're creating a vibrant, connected, and resilient Erie, one business at a time.

# OUR 2026 BOARD

## OFFICERS



**Kelly Block**
**CHAIR**
Tape & Twine | Erie Commons



**Christina Pisano**
**VICE CHAIR**
Research Boutique | Work from Home



**Lindsay Watne**
**SECRETARY**
Lottie Lane | Downtown



**Victoria Meyer**
**TREASURER**
Piripi | Downtown

## EXECUTIVE COMMITTEE



**Ronda Grassi, Director**
CADCO | Erie Village



**Dan Gump, Director**
Briggs Books | Downtown



**Chris Recio, Director**
Erie Duct Cleaning | Work from Home



**Kaleen Royale, Director**
Java Island | Vista Ridge

## ADVISORY

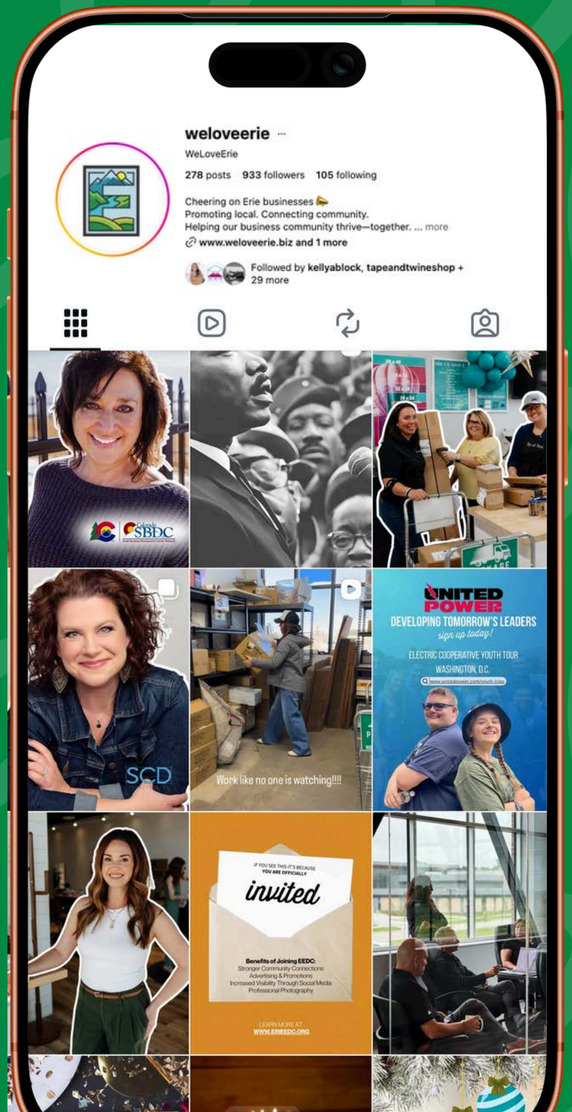


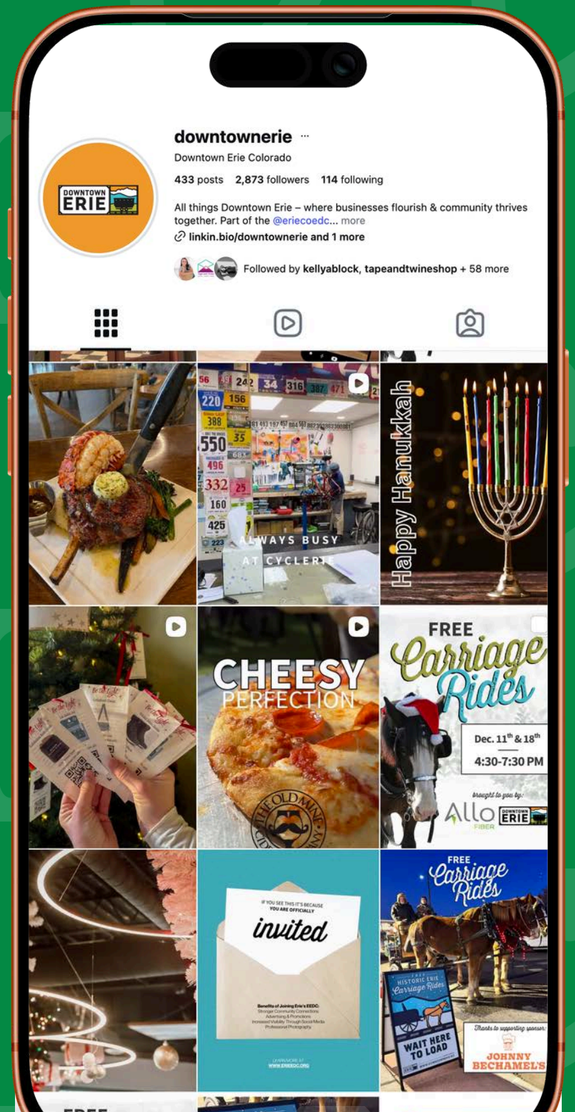
**Ellie Davis, President & Executive Director**

# PROMOTION

Through community campaigns, social media features, and local partnerships, we help amplify your business and ensure Erie residents know about the incredible products, services, and people right here at home.

# OUR SOCIAL PLATFORMS




## 8,500 followers between IG & FB

**We Love Erie - started in Spring 2025**

**How to get shared on our stories & feed?**

- **Be an Essential Member or above**
- **Tag us in your Stories or Posts**
- **Collab us in your Stories or Posts**

**How to get a Dedicated Marketing Feature as part of our new Discover Erie Series?**

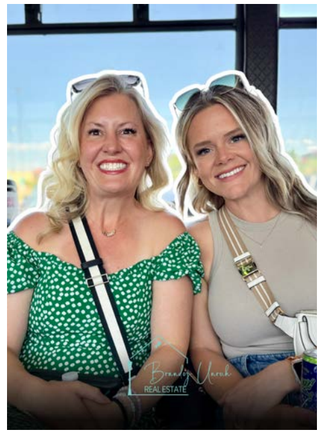
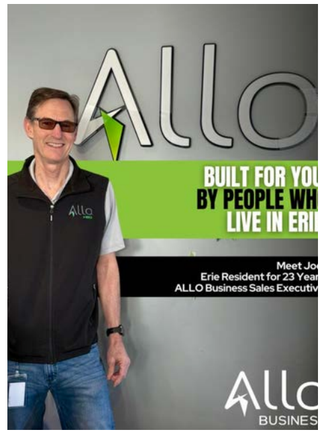
- **Be a Core Member and above**

# Business Promotion & Visibility Experience

We have led coordinated marketing and promotional efforts designed to increase awareness, visibility, and patronage of Erie's local businesses. Rather than relying on individual businesses to carry the full burden of marketing themselves, we create shared promotion platforms that amplify multiple businesses simultaneously.

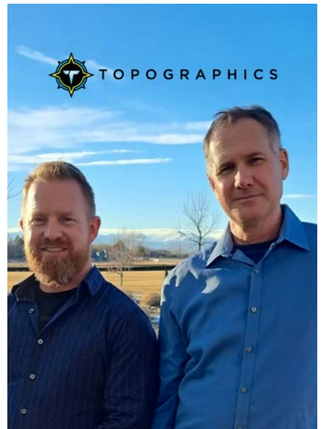






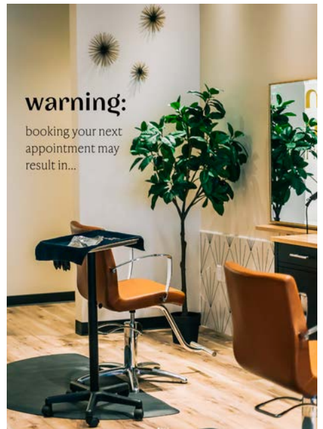


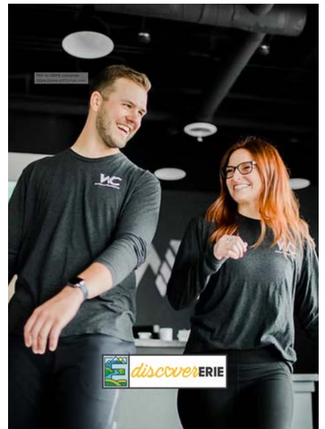















# CONNECTION

Our community events are designed to strengthen relationships among Erie's business owners, customers, and civic leaders, building a sense of shared purpose and collective success.

# Business Engagement & Community Connection Experience

We regularly convene businesses through events, programming, and collaborative initiatives that strengthen peer relationships and create opportunities for shared growth. Our programming is designed to increase business-to-business collaboration while strengthening connections between businesses and the community.







# SHOP SMALL 2025 RECAP


























A coordinated community-wide retail and service promotion designed to drive local spending, increase customer awareness of Erie businesses, and support small business revenue during critical retail periods.

The Shop Erie campaign expands this effort beyond a single day, encouraging year-round local-first purchasing behavior.

# HOLIDAY Carriage Rides

A multi-day downtown activation that brings approximately 1,000+ riders annually into Erie's commercial core, increasing foot traffic, supporting local retailers and restaurants, and creating seasonal destination experiences that encourage community gathering and local spending.























*Sponsorship & Visibility made available to local businesses*

*brought to you by:*

Allo FIBER

DOWNTOWN ERIE

*Thanks to supporting sponsors:*

JOHNNY BECHAMEL'S

UNITED POWER

Tape and Twine
print • pack • ship

shop ERIE

# SPRING

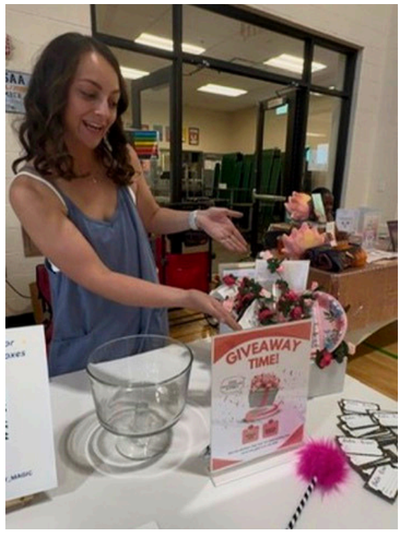
pop-up market

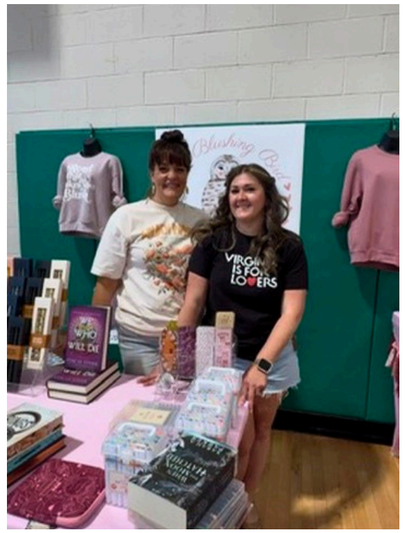
## Sat. May 9th, 1-4 PM

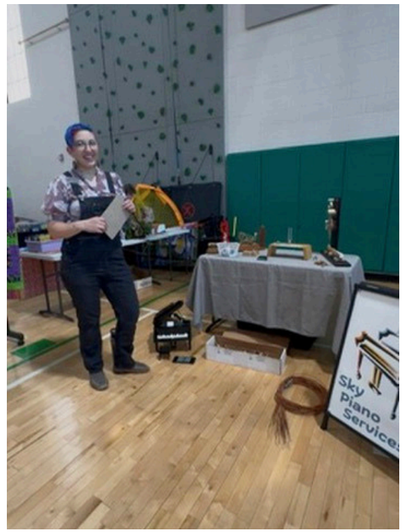
@Aspen Ridge Prep

WE love ERIE BUSINESS COLLECTIVE

ASPEN RIDGE OWLS

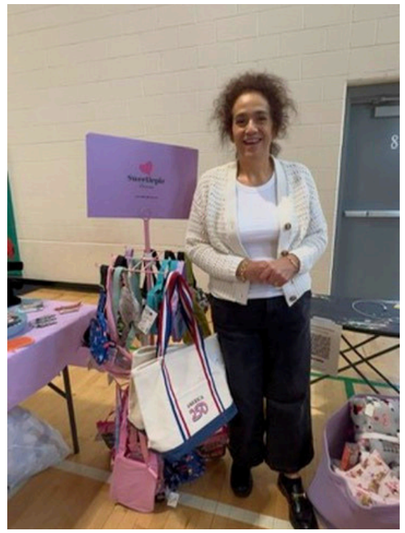











# 1st Annual Erie Home-Based & Service Business Fair

**Shop Erie Spring Pop-Up Market brought together Erie's home-based businesses for an afternoon of local shopping, community connection, and small business celebration. This family-friendly event featured a curated mix of local vendors offering handmade goods, unique products, and services, giving the community a chance to discover and support the entrepreneurs that make Erie special.**

# ADVOCACY

We serve as the voice of Erie's business community, communicating with town leaders and decision-makers to represent your interests, raise awareness about challenges affecting local businesses, and share important updates that help you stay informed and prepared.

# Business Advocacy Experience

We actively serve as a voice for Erie businesses by maintaining ongoing communication with business owners and helping translate business needs into actionable conversations with Town partners.

Our role includes identifying barriers impacting businesses, helping businesses navigate Town processes, and ensuring business perspectives are represented in broader economic and community conversations.


WE love ERIE
BUSINESS COLLECTIVE

Town Council

**Board Meeting Date: 6/9/2026**

**File #:** 2026-372, **Version:** 1

**SUBJECT:**
EXECUTIVE SESSION to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); and to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); for which a topic cannot be disclosed without compromising the purpose of the executive session.

**DEPARTMENT:** Legislation

**PRESENTER(S):**

**TIME ESTIMATE:** 30 minutes
*For time estimate: please put 0 for Consent items.*

Docusign Envelope ID: 90D3D503-51A4-80D6-8028-742BD15965A4

# First Amendment to Construction Contract
## (Erie Maintenance Storage Facility Expansion PR-25-17)

This First Amendment to Construction Contract (the "Amendment") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Facilities Contracting, LLC, a Colorado limited liability company with a principal place of business at 981 Southpark Drive, Littleton, CO 80120 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on December 16, 2025, the Parties entered into a Construction Contract ("the Contract") for the Contractor to provide construction services for the Erie Maintenance Storage Facility Expansion Project; and

Whereas, the Parties wish to amend the Contract as set forth herein.

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

1. Section 5. of the Agreement, entitled "Contract Price," is hereby deleted in its entirety and replaced with the following:

> "5. Contract Price. The Town agrees to pay Contractor for the successful completion and acceptance of the Work by the Town, subject to all of the terms and conditions of the Contract Documents, in an amount not to exceed $332,027.81 (the "Maximum Contract Price"), in accordance with the Bid Items as det forth in the Detailed Scope of Work. The Maximum Contract Price includes a base contract amount of $295,135.83 and a 12.5 percent contingency amount of $36,891.98. The contingency amount will only be paid with the written approval of the Project Manager."

2. Except as expressly modified herein, the Contract shall remain in full force and effect.

In Witness Whereof, the Parties have executed this Amendment as of the Effective Date.

[signature page to follow]

Docusign Envelope ID: 90D3D503-51A4-80D6-8028-742BD15965A4

**Town of Erie, Colorado**

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

**Contractor**

Facilities Contracting, LLC
a Colorado limited liability company

Signed by:
Benjamin J Placzek
8A3076AA17DE420...

Name: Benjamin J Placzek
Title: President

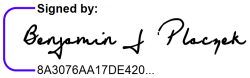
## Certificate Of Completion

Envelope Id: 90D3D503-51A4-80D6-8028-742BD15965A4
Status: Completed
Subject: Complete with Docusign: Facilities Contracting-First Amendment (Erie Maintenance Storage Facility)
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
P&R Business Business Services
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
prbs@erieco.gov
IP Address: 50.206.104.130

## Record Tracking

Status: Original
5/26/2026 5:14:57 PM
Holder: P&R Business Business Services
prbs@erieco.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Benjamin J Placzek<br>bplaczek@facilitiescontracting.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br>  <br>8A3076AA17DE420...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 96.90.177.149 | Sent: 5/26/2026 5:17:36 PM<br>Viewed: 5/28/2026 8:41:06 AM<br>Signed: 5/28/2026 9:12:36 AM |

**Electronic Record and Signature Disclosure:**
Accepted: 5/28/2026 8:41:06 AM
ID: 27bfcb5b-8f16-4404-b338-cba8b7948a4b

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Kathy Kron<br>kkron@erieco.gov<br>Senior Parks Planner<br>Town of Erie<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 5/28/2026 9:12:36 AM<br>Viewed: 5/28/2026 10:21:02 AM |

**Electronic Record and Signature Disclosure:**
Not Offered via Docusign

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 5/26/2026 5:17:37 PM |
| Certified Delivered | Security Checked | 5/28/2026 8:41:06 AM |
| Signing Complete | Security Checked | 5/28/2026 9:12:36 AM |

| Envelope Summary Events | Status | Timestamps |
| --- | --- | --- |
| Completed | Security Checked | 5/28/2026 9:12:36 AM |

| Payment Events | Status | Timestamps |
| --- | --- | --- |

| Electronic Record and Signature Disclosure |
| --- |

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Town of Erie:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@erieco.gov

**To advise Town of Erie of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Town of Erie**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Town of Erie**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.

Docusign Envelope ID: 29D15CBD-D065-8C41-8314-5FFF48397A98

# Construction Contract

## Fiber from Water Plant to Tank Site (P25-1201)

This Construction Contract (the "Contract") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between the Town of Erie, 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, a Colorado municipal corporation (the "Town"), and Jacobs Investments LLC doing business as Colorado Boring Company, an independent contractor with a principal place of business at 3813 Canal Dr, Fort Collins CO, 80524 ("Contractor") (each a "Party" and collectively the "Parties").

## Recitals

**A.** The Town issued a Request for Bids for the construction of the Project, dated April 13, 2026 ("RFB"), which is incorporated by this reference as if fully set forth here. The Town subsequently issued Addendum 1, Addendum 2, and Addendum 3, all of which are also incorporated by this reference as if fully set forth here.

**B.** Contractor responded to the RFB and submitted its Bid for the Project on May 8, 2026, which Bid is incorporated by this reference as if fully set forth here.

**C.** The Town has determined that Contractor submitted the most qualified, responsible and responsive Bid and has selected Contractor to perform the Work, subject to the terms and conditions of the Contract Documents.

## Agreement

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

1. Contract Documents. The "Contract Documents" for this Project consist of the following:

A. Bid Form (Including Bid Summary)
B. Bid Schedule
C. Bidder's Qualification Statement
D. This Construction Contract
E. Certificate of Insurance
F. Notice Of Award
G. Notice To Proceed
H. Bid Bond
I. Payment And Performance Bond
J. Certificate Of Final Payment
K. Certificate Of Final Acceptance
L. General Provisions

Docusign Envelope ID: 29D15CBD-D065-8C41-8314-5FFF48397A98

M. Special Provisions
N. Measurement & Payment
O. Proposed Conceptual Alignment
P. Bid Addenda 1 through 3

Any conflicts or inconsistencies between or among any of the Contract Documents shall be resolved in accordance with the order of precedence specified in Section 8.04 of the General Provisions. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

2. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with and reasonably inferable from this Contract and the Contract Documents, attached hereto and incorporated herein by this reference, necessary for the successful completion of the Project:

All labor, services, material, and other work necessary for design and construction of a fiber connection between the Town's water treatment facility and the Town's tank site west of WCR 7, as identified in the Unit-Price Bid Form and shown or called for in the Contract Documents.

3. Bonds. Within 10 days of the Effective Date, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents. A payment and performance bond is not required for contract amounts under $50,000 unless indicated differently in the Request for Bids or the Contract Documents.

4. Commencement and Completion of Work. Contractor shall commence the Work identified in the Notice to Proceed within 10 days of date of the Notice to Proceed. Substantial Completion of the entirety of the Work for the Project shall be accomplished by Contractor within 180 days of the Notice to Proceed, unless the time within which Contractor is required to achieve Substantial Completion is subsequently extended in accordance with the Contract Documents. Final Completion and Final Acceptance of the Work shall be accomplished within 720 days of the date of Substantial Completion. It is anticipated that an initial Notice to Proceed will be issued for the design portion of the Work. Once design is complete, the Town will determine whether and when to issue the Notice to Proceed for the remaining Work, in its sole discretion.

5. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, at the unit Bid prices shown in

Docusign Envelope ID: 29D15CBD-D065-8C41-8314-5FFF48397A98

the Bid Schedule and the Unit-Price Bid Form for the actual quantity of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed $587,000.00, which amount includes Contractor's bid amount of $493,485.00 and a contingency of $93,515.00. The Town shall be entitled to keep all savings resulting from a difference in total sums finally paid to Contractor and the Contract Price.

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

6. Miscellaneous.

a. *Governing Law and Venue*. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof or relating to or arising out of the Contract or the Work shall be brought in District Court in Weld County, Colorado.

b. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract.

c. *Integration*. This Contract, the Contract Documents and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

d. *Third Parties*. There are no intended third-party beneficiaries to this Contract.

e. *Notice*. Any notice under this Contract shall be in writing to the representatives for the Parties and at the addresses set forth below and shall be deemed given (i) by hand delivery, upon receipt thereof; (ii) 3 days after deposit in the U.S. Mail, postage prepaid, certified mail, return receipt requested; (iii) 1 day after deposit with a

Docusign Envelope ID: 29D15CBD-D065-8C41-8314-5FFF48397A98

nationally-recognized overnight courier, specifying overnight priority delivery; or (iv) if delivered electronically, when received by the recipient via e-mail at the e-mail addressed identified below. Either Party may change its address or representative to whom notice must be provided for purposes of this Contract at any time by giving notice of such change to the other Party.

If to the Town:

Name: Annie Barua
Title: Utility Engineer II
Address: 645 Holbrook St
City/State/Zip Code: Erie, CO 80516
Email Address:abarua@erieco.gov

With a copy to:

Name: Kieth Fiebig
Title: Town Engineer
Address: 645 Holbrook St
City/State/Zip Code: Erie, CO 80516
Email Address: kfiebig@erieco.gov

If to the Contractor:

Name: Lloyd Seaton
Address: 3813 Canal Dr
City/State/Zip Code: Fort Collins, CO 80524
Email Address: lloyd@coboring.com

f. *Severability*. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification*. This Contract may only be modified upon written agreement of the Parties.

h. *Assignment*. Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. *Governmental Immunity*. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections

Docusign Envelope ID: 29D15CBD-D065-8C41-8314-5FFF48397A98

provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. *Rights and Remedies*. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

k. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year. The foregoing notwithstanding, in accordance with §24-91-103.6, C.R.S., the Town has appropriated funds in an amount at least equal to the Contract Price and will comply with the requirements of §24-91-103.6, C.R.S., for any approved Change Orders.

In Witness Whereof, this Construction Contract has been executed by the Parties as of the Effective Date.

**Town of Erie, Colorado**

_____
Andrew Moore, Town Mayor

Attest:

_____
Debbie Stamp, Town Clerk

**Contractor**

By: DocuSigned by: Lloyd Seaton 58E6F9A6D3C147D... _____

State of Colorado )
) ss.
County of _____ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____.

My commission expires:

(Seal)

_____
Notary Public

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

# Lease Agreement

This Lease Agreement (the "Agreement") is made and entered into this ___ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 ("the Town"), and COcreate Erie, a Colorado nonprofit corporation with an address of 2203 North 111th St., Unit A, Erie, CO 80516 (the "Lessee") (each a "Party" and collectively the "Parties").

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

## I. Property

The Town owns the buildings and real property located at 2203 North 111th Street, Erie, Colorado 80516 (the "Property"), including the refurbished Quonset hut (the "Leased Premises") located on the Property, as shown on Exhibit A, attached hereto and incorporated herein. The Leased Premises consists of the entirety of the Quonset hut, which contains a total of 2,734 square feet, and the outdoor space on the east and west ends of the building, which consists of a total of 1,094 square feet. Subject to the terms and conditions of this Agreement, the Town agrees to lease, demise, and let the Leased Premises unto the Lessee.

Lessee has inspected the physical condition of the Property and Leased Premises and receives the Property in "as is" condition, with all faults and defects. The Town does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises.

Town further grants to Lessee the nonexclusive right to use in common with the Town and general public those areas or parts of the Property, including but not limited to restrooms, sidewalks, driveways, the adjacent parking lot, landscaped areas, and such other areas or parts of the Property as may be designated by the Town as part of the Common Areas ("Common Areas") subject to such rules and regulations as the Town may adopt and modify from time to time relative to the use of the Common Areas. The Common Areas shall at all times be subject to the exclusive management and control of the Town, and the Town shall have the right, from time to time, to establish, modify, and enforce reasonable rules and regulations with respect to all such Common Areas, and the use of such Common Areas by Lessee shall be subject to such rules and regulations. The Town may do and perform such acts in and to the Common Areas as, in the Town's good judgement, shall determine to be advisable. The Town reserves the right to make alterations, additions, deletions or changes including, but not limited to changes in size and configuration of the Common Areas, provided that (i) Lessee has access to the Leased Premises at all times, and (ii) the exercise of such rights do not unreasonably interfere with Lessee's operations in the Leased Premises. The Town reserves the right to

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

temporarily close the adjacent parking lot to perform necessary repairs, maintenance, and improvements to the surface parking area. The Town further reserves the right to temporarily close access to the adjacent parking lot for any Town-sponsored event or activity.

## II. Term and Termination

A. *Initial Term.* This Agreement shall become effective on the Effective Date. The term of the lease shall commence on July 1, 2026 (the "Lease Commencement Date") and have an initial term of 12 months terminating on June 30, 2027 (the "Initial Term"), unless sooner terminated pursuant to the terms of this Lease.

B. *Renewal.* This Agreement may be renewed for four successive 12-month terms if Lessee provides the Town with written notice (each a "Lessee Renewal Notice") within 90 days prior to the end of the respective term, and the Town agrees in writing to such renewal within 15 days of receipt of the Lessee Renewal Notice (each a "Renewal Term," and collectively with the Initial Term, the "Term"). If the Town fails to respond in writing within 15 days of receipt of the Lessee Renewal Notice, the Town will be deemed to have agreed to the Renewal Term and the lease shall be extended for a 12-month term.

C. *Termination*.

i. Should Lessee violate any provision of this Agreement, the Town may terminate this Agreement upon 30 days' prior written notice.

ii. Concurrently with this Agreement, the Parties are entering into a Sponsorship Agreement where the Town will provide funding to Lessee in exchange for certain benefits. If the Sponsorship Agreement is terminated or the Town fails to appropriate funding for the Sponsorship Agreement, this Agreement will automatically terminate at the end of the then-current 12-month term.

D. *Early Possession*. Lessee shall have access to the Leased Premises once a temporary certificate of occupancy has been issued for the Leased Premises. The Town shall be responsible for obtaining the temporary certificate of occupancy and certificate of occupancy for the Leased Premises. Lessee may access and use the Leased Premises prior to the Lease Commencement Date, for the purpose of installing fixtures and furniture, computer equipment, telephone equipment, makerspace equipment, personal property, or other similar work in preparation for the opening of Lessee's use of the Leased Premises. Such early access and possession shall be subject to and upon all of the terms and conditions of this Agreement.

## III. Rent

Lessee agrees to pay rent to the Town in the amount of $50,000.00 for the Initial Term and each Renewal Term of this Lease. Rent shall be due and payable 60

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

days after the commencement of the Initial Term or Renewal Term. Rent shall be paid in the manner directed and at the place designated by the Town.

## IV. Use and Occupancy

A. *Use Limitations*. The Leased Premises shall be used solely for the operation of a nonprofit, community-oriented makerspace, including but not limited to educational programming, fabrication, prototyping, training workshops, community events, and related administrative and support functions consistent with Lessee's nonprofit mission. Lessee shall not use or permit the Leased Premises to be used for any other purpose without the prior written consent of the Town, which consent may be granted or withheld in the Town's sole discretion. Lessee shall not commit or suffer to be committed any waste or damage upon the Leased Premises or any nuisance to be created or maintained thereon. Lessee shall also keep the Leased Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees, and visitors.

B. *Alteration of Property*. The Town shall not be required to make any improvements to or repairs of any kind or character on the Leased Premises during the term of this Lease, except as provided in this Agreement or as may be deemed necessary by the Town. Lessee shall not, without the prior written consent of the Town, make any alterations, improvements, or additions to the Property. Any approved alterations shall be performed at Lessee's sole cost and expense, in a good and workmanlike manner, and in compliance with all applicable laws, codes, and regulations. Lessee shall indemnify and hold the Town harmless against any liability, loss, damage, costs, or expenses, including attorneys' fees, on account of any claims of any nature whatsoever, including but not limited to claims of liens by laborers, material suppliers, or others for work performed or materials or supplies furnished to Lessee or persons claiming under Lessee.

C. *Hazardous Materials and Substances*. To the best of Town's knowledge, no hazardous materials are or have been contained on or about the Property and no hazardous materials were released on or about the Property by the Town. Lessee shall at all times comply with all applicable laws, including without limitation all current and future federal, State, and local statutes, regulations, ordinances, and rules relating to, without limitation the following: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; the protection of human health, safety, or the indoor or outdoor environment; all applicable environmental statutes of the State of Colorado; and all federal, State, or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders, or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect.

D. *Maintenance and Repairs.*

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

i. *Lessee's Obligations.* Except for the Town's obligations pursuant to subsection ii. and except for the negligence of the Town, Lessee shall keep in good repair and maintain the Leased Premises in a sanitary condition and comply with all fire, safety, health, environmental, building, zoning, anti-discrimination, and all other laws regulating the use of the Leased Premises now or hereafter in force. Lessee will be responsible for any maintenance and repair of the Leased Premises not considered a Town obligation pursuant to subsection ii.

ii. *Town's Obligations.* Town will maintain and keep in good repair, at Town's expense, the structural portions of the Leased Premises, including the roof, foundation, exterior walls, and the main plumbing, electrical, HVAC systems serving the Leased Premises; reasonable wear and tear and uninsured losses and damages caused by Lessee excluded. The term "exterior walls" shall include windows, glass or plate glass, and doors. Lessee shall promptly give the Town written notice of any repair required by the Town pursuant to this subsection, after which the Town will have a reasonable opportunity to repair the Leased Premises.

E. *Conduct*. Lessee shall not cause or permit any disorderly conduct, noise or nuisance upon or about the Property which may annoy or disturb other tenants located in the Leased Premises or persons on adjacent property.

F. *Damage.* If any part of the Leased Premises is damaged or destroyed through the intentional act, negligence, carelessness, or abuse of or by Lessee, Lessee's agents, employees, contractors, or invitees, the cost of all necessary repairs and replacements shall be paid by Lessee to the Town on demand.

G. *Covenant of Quiet Enjoyment*. The Town covenants that Lessee shall enjoy quiet and undisturbed possession and use of the Leased Premises during the Term, including any Renewal Term, subject to the terms and conditions of this Agreement.

H. *Entry and Inspection by the Town*. The Town and the Town's agents and employees shall have the right to enter the Leased Property with at least 24 hours' advance notice, and immediately in the case of emergency, for the purpose of examination or inspection, and to make such alterations, repairs, improvements, or additions to the Property as the Town deems necessary or desirable or as required by subsection D.ii.

I. *Signage*. Lessee, at its own cost, shall have the right to install signs upon the Property with the Town's prior approval, in compliance with the Town of Erie's sign code. Lessee shall remove all such signs at the termination of this Agreement. Such installations and removals shall be made in such manner as to avoid injury or damage to the Property.

J. *Care and Surrender of the Leased Premises.* At the termination of this Lease, Lessee shall deliver the Leased Premises to the Town in the same condition as the

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

Leased Premises were in at the beginning of the Term, ordinary wear and tear excepted; and Lessee shall remove all of Lessee's movable furniture and other effects. All moveable furniture and other effects not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by the Town without notice to Lessee or any other person, and without obligation to account therefor, and Lessee shall pay the Town all expenses incurred in connection with disposing such property. Lessee's obligation to observe or perform this covenant shall survive the termination of this Lease. Lessee shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed, or imposed, and which become payable during the Term of this Lease upon Lessee's operations, occupancy, or conduct of business at the Leased Premises, or upon Lessee's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Leased Premises.

K. *Parking.* Lessee, Lessee's employees, and Lessee's invitees shall have the non-exclusive right to use in common with the Town and all of the lessees of the Property and their respective employees, contractors, invitees, permittees, and other persons, the non-reserved common automobile parking areas, driveways, and walkways located at the Property.

## V. Utilities

Lessee shall pay, prior to delinquency, all charges for utilities and services of every kind and nature used on or provided to the Leased Premises during the term of this Lease, including but not limited to water, sewer, electricity, access control, surveillance, internet and telecommunications services, and trash and waste management services.

All utility and service accounts shall be placed in Lessee's name where practicable. In the event any utility or service charge is assessed to or paid by the Town on Lessee's behalf, Lessee shall reimburse the Town for such costs within 30 days of written demand, and such reimbursement shall be deemed additional rent. The written demand provided by the Town will include a copy of the invoice or payment of such charge. The Town shall not be liable for any interruption or failure of utility or service delivery, and Lessee agrees to indemnify and hold the Town harmless from any claims arising from Lessee's use of utilities or services for which Lessee is responsible.

## VI. Reporting Requirements

A. *Quarterly Reports*. The Lessee shall submit to the Town quarterly performance reports containing the following information: (1) number of events held during a reporting period; (2) a summary of events conducted during a reporting period, including event type, event attendance, and the number of paid and free events, (3) number of memberships sold or issued during a reporting period; (4) number of active memberships; (5) most recent financial statement of Lessee, including a balance sheet and profit and loss statement; and (6) other information as directed by the Town. The

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

first quarterly report shall be submitted on or before October 15, 2026 covering the period of June 1, 2026 through September 30, 2026. All subsequent quarterly reports must be submitted as follows:

| **Reporting Period** | **Report Deadline** |
|---|---|
| October 1 – December 31 | January 15 |
| January 1 – March 31 | April 15 |
| April 1 – June 30 | July 15 |
| July 1 – September 30 | October 15 |

B. *Annual Reports*. Lessee must submit annually to the Town, within 90 days of the end of each calendar year, financial statements of the Lessee audited by an independent certified public accountant, which must include an annual balance sheet and profit and loss statement.

C. *Submission of Reports*. All reports required by this Section must be submitted in a reasonable manner directed by the Town and on Town-approved forms.

## VII. Default

A. *Event of Default*. The failure by Lessee to comply with any provision of this Agreement shall constitute a default of this Agreement. Failure of the Town to perform its obligations under this Agreement shall constitute a default of this Agreement.

B. *Remedies*. Upon a default, the Town may re-enter and take possession of the Leased Premises. In addition, the Town may take any action at law or in equity to enforce performance of any obligation of Lessee under this Agreement. The Town's remedies shall be cumulative, and the exercise of one remedy shall not prevent the exercise of any other available remedy.

C. *Attorney Fees and Costs*. If the Town brings suit to enforce any provision of this Lease or for recovery of the Leased Premises, the Town shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

## VIII. Indemnification

Lessee agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs, and assigns from and against all claims, liability, damages, losses, expenses, and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent caused by the act or omission of Lessee or Lessee's employees, volunteers, representatives, agents, or invitees.

## IX. Insurance

a. *Coverages*. Throughout the term of this Agreement, Lessee shall maintain, at its sole cost and expense, insurance coverage meeting or exceeding the following requirements:

i. Commercial general liability insurance written on an occurrence form, in common use, including coverage for premises and operations, personal and advertising injury, products and completed operations, contractual liability, and broad form property damage, covering the Leased Premises and Lessee's use thereof against claims for bodily injury, death, and property damage occurring upon, in, or about the Property, with limits of not less than Two Million Dollars ($2,000,000) combined single limit per occurrence, or such higher limits as may be required by the Town from time to time based on the nature of Lessee's operations. Coverage shall specifically include risks associated with makerspace operations, including but not limited to the use of tools, equipment, machinery, fabrication activities, educational programming, workshops, and community events involving members, volunteers, and participants.

ii. Automobile Liability with minimum limits of $300,000 combined single limit applicable to all owned, hired, and non-owned vehicles used at the Leased Premises.

iii. Workers' compensation insurance as required by the laws of the State of Colorado, together with employer's liability coverage as customary for similarly situated organizations.

iv. Property Insurance covering Lessee's tools, equipment, furnishings, inventory, and personal property located on or within the Property, written on a replacement cost basis. The Town shall have no responsibility for loss or damage to Lessee's property.

v. Additional coverages as the Town may reasonably require based on Lessee's specific operations, including coverage related to volunteers, special events, or higher-risk activities.

b. *Form*. All policies shall be issued by solvent insurance companies licensed to do business in Colorado. The commercial policy shall be written as a primary policy, which does not contribute to and is not in excess of coverage carried by the Town. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

changed without at least 30 days' prior written notice to the Town. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Lessee. Lessee shall be solely responsible for any deductible losses under any policy.

## X. Miscellaneous

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

B. *Severability*. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be valid and enforceable to the extent permitted by law.

C. *Governing Law and Venue*. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, and any legal action arising out of this Agreement shall be brought in Boulder County, Colorado.

D. *Notice*. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail to the other Party at the address set forth on the first page of this Agreement.

E. *Successors*. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives, administrators, executors and devisees.

F. *Assignment and Subletting*. Lessee shall not assign this Agreement or sublet any portion of the Leased Premises.

G. *No Waiver*. A failure of a Party to enforce any term of this Agreement shall not be deemed to be a waiver of any other term of this Agreement.

H. *Subordination*. This Agreement is and shall be subordinate to all existing and future liens and encumbrances against the Leased Premises.

I. *No Joint Venture*. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

J. *Governmental Immunity*. Nothing herein shall be construed as a waiver of any protections or immunities the Town may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

K. *No Third-Party Beneficiaries*. There are no intended third-party beneficiaries to this Agreement.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**Town of Erie, Colorado**

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

**Lessee**

**COcreate Erie**
a Colorado non-profit corporation

DocuSigned by:
Karen Hofmeister
F83473B85F084C3...

Name:
Title:

Docusign Envelope ID: BEE9575B-FC4C-87B2-837C-A2E9C7814165

# EXHIBIT A
# LEASED PREMISES

