



TOWN OF DOLORES BOARD OF TRUSTEE MEETING AGENDA

May 28, 2024 at 6:30 PM

601 Central Avenue Dolores Colorado

If you wish to attend virtually, please visit the town website under the government tab for the
zoom link: <https://townofdolores.colorado.gov>

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Action/Approval of the Agenda
5. Identification of Actual or Perceived Conflicts of Interest
6. Citizens to Address the Board

This is an opportunity for citizens to address the board at this time or during a public hearing. Each person will have 5 minutes. The town board encourages public comment by the following sources: live at the town hall, virtually via zoom (see the town website for the link), or by submitting your comments, via email, to the town clerk at tammy@townofdolores.com any time before the dated board meeting.

7. Action/Approval of the Consent Agenda

The consent agenda is intended to allow the board by a single motion approve matters that are considered routine or non-controversial. Here will be no separate discussion of these items unless a board member requests an item to be removed from the consent agenda and considered separately. Items removed from the consent agenda will be considered under specific agenda item numbers.

8. Removed Consent Agenda Items
9. Staff Reports/Presentations

(For the record the town clerk, building official, and public works have submitted reports to the packet, if not scheduled).

- a. [Manager's Report](#): Leigh Reeves

- b. Attorney's Report Jon Kelly
- c. Treasurer's Report: Heather Robertson

10. Trustees Reports and Actions (5 Minutes)

Mayor Chris Holkestad

Trustee Mark Youngquist

Trustee Duvall "Val" Truelsen

Trustee Sheila Wheeler

Trustee Andy Lewis

Trustee Kalin Grigg

Trustee Chris Curry

- a. Montezuma County Commissioner Jim Candelaria

Mayor Holkestad

Trustee Grigg

Trustee Wheeler

Trustee Youngquist

Trustee Curry

Trustee Peterson

Trustee Roan

11. Administrative Business

12. Action/Approval Ordinance/Resolutions

- a. **Action/Approval** R592 Series 2024 Confirming action taken May 13th, 2024 meeting of the Board of Trustees appointing a Town Manager and approving contract of employment.
- b. **Action/Approval** Resolution R593 Series 2024 opposing approval by the Montezuma County Commission of a High Impact Special Use Permit application for a proposed organic Biochar facility, submitted by Palaterra-USA, LLC; agent Rolfe Schwenninger, located at 27930 & 27736 Road T, Dolores Colorado.
- c. **Action/Approval** Resolution R594 Series 2024 amending delegation of Authority to the Town Manager to approve expenditures under \$10,000.00 and amending procurement policy.

- d. Action/Approval** Resolution R595 Series 2024 awarding a contract to perform asbestos mitigation on the former Town Hall at 420 Central Avenue.
- e. Action/Approval** Resolution r596 Series 2024 Awarding contract to perform demolition of the former Town Hall at 420 Central Avenue.
- f. Action/Approval** Resolution R597 Series 2024 awarding contract to construct public restroom facility in Flanders Park.
- g. Action/Approval** Resolution R598 Series 2024 awarding contract to Safebuilt
- h. Action/Approval** Resolution R599 Series 2024 amending fee schedule for Dolores Community Center
- i. Action/Approval** Resolution R600 Series 2024 exempting Seniors from an increase in the base rate for water and sewer services.
- j. Action/Approval** Resolution R601 Series 2024 awarding contract for janitorial services. (Community Center)
- k. Action/Approval** Resolution R602 Series 2024 awarding contract to repair lighting system in Joe Rowell Park
- l. Possible Action/Approval** First reading of Ordinance 574 Series 2024 amending the terms of the Planning and Zoning Commissioners.
- m. Possible Action/Approval** First reading of Ordinance 575 Series 2024 amending section 9.12.040 of Title 9 of the Dolores Municipal Code pertaining to public consumption of alcoholic beverages.
- n. Possible Action/Approval** First reading of Ordinance 576 Series 2024 amending Chapter 2 of the Dolores Municipal Code pertaining to the Town Manager.

13. Adjournment



Town Manager's Report

Date: May 23, 2024

To: Board of Trustees

From: Leigh Reeves

- Old Townhall demo – We have signed a contract with Element Environmental which will be before you Tuesday night for Asbestos abatement (R595). The project will begin on June 10th and take 4-6 weeks. I will bring the contract for demolition at the next meeting.
- P&Z – We had a special hearing at the last P&Z meeting. A variance for set back was approved three commissioners yes and 2 abstained for not enough information. Going forward we can consult with Nancy Dosedall, our LUC consultant to finalize the presentation. We have Elizabeth Garvin set to present at the next meeting on June 3rd. Also before you is the first reading of an Ordinance 574 to fix the confusion I created on P&Z Commissioner terms.
- Community Center – Before you on Tuesday is a contract for janitorial services at the community center with Wagner industries(R601). This vendor is fully insured and works for the City of Cortez and the Forest Service. We have not interviewed anyone for the manager's job, as we have only had one applicant. We also have before you a resolution(R599) for a 200% increase in fees beginning on July 1st, 2024. Please remember it takes a minimum of \$36K to pay the community center expenses.



- Flanders park bathroom – We received one bid from a local contractor, Cruzan. The original amount was \$350K. We have cut out heated sidewalks and an onsite project manager and saved \$40K while still maintaining functionality. Cruzan has used a different electrician which brought the total down to \$273K. Our grant is for \$165K from CDOT. In working with Ken Charles, we will be using ARPA funds of \$26K and another \$25K out of the general fund. \$37K will need to be pulled from reserves to pay for this bathroom.
- Joe Rowell Park – Before you on Tuesday is an emergency resolution(R602) to take out \$40K (\$39,844, to be exact) from reserves to install a new electrical panel for the whole park. It will include a medal building installed on a concrete slab. It will have ports to the outside to support festivals and food trucks. It will also have timers for the softball fields.
- We have created a formal resolution (R593) to send to the County P&Z commission to voice our opposition to the BioChar facility proposed for the Ironwood location.
- We have a resolution (R594) raising the limit of the town manager’s ability to sign contracts from \$5K to \$10K as needed due to inflationary pressures.
- Also for consideration is a resolution (R600) for exempting seniors from an increase in the base water and sewer rate.
- We have an Ordinance-575 to amend the municipal code pertaining to open containers for alcohol at Kelly’s Kitchen and the Community Center. This will allow Kelly to transport alcohol to her outside dining area.
- Finally, we have an Ordinance–576 amending the Municipal Code to make all



town employees report to the town manager as discussed previously and in support of the presentation made by Sam Light. Trustees will still be voting every two years to appoint officers.

**TOWN OF
DOLORES
RESOLUTION
R592 SERIES 2024**

**RESOLUTION CONFIRMING ACTION TAKEN AT MAY 13, 2024 MEETING
OF THE BOARD OF TRUSTEES APPOINTING TOWN MANAGER AND
APPROVING CONTRACT OF EMPLOYMENT**

WHEREAS, Leigh Reeves was appointed as Interim Town Manager on an emergency basis on February 26, 2024, following the resignation of the previous Town Manager at a critical juncture.

WHEREAS, the Town of Dolores Board of Trustees finds that Leigh Reeves possesses the necessary experience, skills, and knowledge to immediately fill the role of Interim Manager until such time as the possession can be permanently filled.

WHEREAS, in considering Leigh Reeves to fill to role of interim town manager, the Board of Trustees has taken into account her former position as mayor from which she previously resigned in light of C.R.S. § 31-4-404, 31-4-404 and 31-4-304 and finds that the position of town manager existed prior to her election as mayor and that the compensation for interim town manager shall not exceed that of the previously appointed manager.

WHEREAS, the Board of Trustees met in a continuation of their regular board meeting on February 15, 2024 and considering that the Town of Dolores is in immediate need of a competent interim manager who is familiar with the various projects, grants and operational issues requiring immediate attention, voted unanimously to appoint Leigh Reeves as Interim Town Manager.

WHEREAS, the Board of Trustees on February 15, 2024, directed the Town Attorney to enter into negotiations with Leigh Reeves to develop an employment contract.

WHEREAS, the Boad of Trustees intended to leave the decision to employ a permanent town manager to the next board to be seated after the April 2, 2024, municipal election.

WHEREAS, the contract for the interim Town Manager expired on May 13, 2024, at which meeting the Board of Trustees unanimously voted to extend Leigh Reeves contract on a permanent basis.

WHEREAS, the Board of Trustees now wish to approve a contract for the permanent appointment of Town Manager as set forth herein.

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

Section 1. The Board of Trustees of the Town of Dolores does hereby appoint Leigh Reeves as the Town Manager of the Town of Dolores effective on May 13, 2024, with all of the powers, duties and responsibilities described afforded by law to the role of Town Manager under the laws of the state of Colorado.

Section 3. The Employment Agreement attached hereto and incorporated herein by reference is approved, the compensation described therein is appropriate from the Town’s General Fund, and the Mayor is authorized to execute the Employment Contract on behalf of the Town of Dolores.

Passed, adopted, and approved May 28, 2024.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____,

Mayor Chris Holkestad

Attest: _____,

Tammy Neely Town Clerk

**EXHIBIT A
EMPLOYMENT CONTRACT
INTERIM TOWN MANAGER EMPLOYMENT AGREEMENT**

This agreement ("Agreement") is between the TOWN OF DOLORES ("Employer" or "Town"), and Leigh Reeves ("Employee"), and is entered into effective as of May 13, 2024 ("Effective Date"). Employer and Employee are referred to collectively herein as the "Parties" and individually as a "Party."

Recitals

Employer desires to employ the services of Employee as Interim Town Manager. Employee desires to accept employment as Interim Town Manager. The Board of Trustees, as appointing authority power, and Leigh Reeves in consideration of the mutual covenants herein contained and in accordance with the terms and conditions described in this Agreement, agree in writing as follows:

1. Duties

A. Employer agrees to employ Employee as Interim Town Manager, and Employee agrees to perform the functions and duties specified in the general laws, the ordinances, and the resolutions of the Town of Dolores, and other legally permissible and proper duties and functions as the Board of Trustees may from time-to-time assign.

B. The employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the Town.

C. Employees shall not engage in any activity that is or may become a conflict of interest or a prohibited contract or that may create an incompatibility of office as defined under Colorado law. Prior to performing services under this Agreement and annually thereafter, the Employee must complete disclosure forms required by law.

D. Employee shall be an exempt employee under the Fair Labor Standards Act. The employee is expected to devote necessary time outside normal office hours to the business of the Town. To that end, Employee shall be allowed flexibility in setting his own office hours.

2. Term

A. The term of this Agreement shall be from February 13, 2024 (the Effective Date) until May 11, 2026, unless sooner terminated as provided herein.

B. Employee agrees to remain in the exclusive employ of the Town during the term of this Agreement, except that this Agreement shall not be construed to preclude incidental and occasional teaching, writing, or consulting performed by Employee on Employee's time off.

C. The Board of Trustees and Employee may agree to extend the term of this agreement by resolution beyond the expiration of the term by written addendum on such terms as they may

agree.

D. Nothing in this agreement shall be construed to prohibit the Employee from applying for the position of permanent Town Manager.

3. Resignation and Termination

A. Employee may resign at any time with or without cause and agrees to give Town at least thirty (30) days advance written notice of the effective date of his resignation. During the notice period, all of the rights and obligations of the Parties under this Agreement shall remain in full force and effect.

B. Employer may terminate Employee with or without cause, at any time, upon thirty (30) days advance written notice.

C. The Parties recognize and affirm that:

1. Employee is an "at will" employee whose employment may be terminated by the Employer without cause.

2. There is no express or implied promise made to Employee for any form of continued employment. Nothing in this Agreement is intended to, or does, confer upon Employee any right to any property interest and continued employment or any due process right to a hearing before or after the decision to terminate his employment for cause.

3. The Town shall not be obligated to pay severance under the provisions of this Agreement if Employee is terminated for cause. For purposes of this Agreement, "cause" is defined as:

a. Violation of any policies or procedures.

b. Failure to perform assigned duties.

c. Theft of Town property.

d. Insubordination.

e. Conviction of a felony or misdemeanor relating to Employee's fitness to perform assigned duties.

f. Unauthorized absence from employment.

g. Failure to maintain satisfactory working relationships with other employees or the public.

h. Improper use of Town funds.

I. Unauthorized use of Town property.

- J. Willful misconduct or malfeasance.
 - k. Any act of moral turpitude or dishonesty; and/or
 - I. Other failures of good behavior either during or outside of employment such that Employee's conduct causes discredit to the Town.
4. This Agreement is the sole and exclusive basis for an employment relationship between Employer and Employee.
4. Severance Pay

Except as set forth below, if Employee is terminated by the Board of Trustees while still willing and able to perform the duties of Interim Town Manager, Employer agrees to pay Employee a cash payment equal to fifteen (15) days' salary as specified in Section 5(A), plus all accrued vacation, sick, management, and holiday leave as of the date of termination. Said cash payments, subject to customary withholding, shall be paid at the option of the Employee in a lump sum, installment, monthly, or bi-weekly payments. Such payment will release the Employer from any further obligations under this Agreement.

Payment of severance under this Section shall be in exchange for the Employee's general release of all claims against the Town (including its present and former officers, officials, employees, agents, volunteers, and insurers), executed in a form approved by the Town. Severance shall be paid to the Employee if Employee's employment is terminated without cause. The Town will not be obligated to pay severance unless and until a general release is signed by Employee in a form approved by the Town. The release of all claims will not become effective until the severance is paid by the Town.

The Town is not obligated to pay severance under this Agreement if Employee is terminated for cause, as defined in Section 3(D)(3).

If Employee is terminated due to a conviction of any criminal offense involving moral turpitude, then Employer shall have no obligation to provide fifteen (15) days advance written notice or to pay severance set forth in this Section.

5. Salary

A. Effective February 20, 2024, Employer agrees to pay Employee for his services rendered pursuant to this Agreement as Interim Town Manager a base salary of Ninety Thousand Dollars (\$90,000.00) per annum, payable in bi-weekly installments at the same time as other employees of the Town are paid and subject to customary withholding.

6. Automobile

Employee is expected to provide his own automobile for commuting and travel and will be eligible for reimbursement as currently provided to regular employees.

7. Benefits. Benefits shall accrual from February 20, 2024, as follows:

A. Cellular Phone Expense: Employee's duties require that he have the use of a cellular phone at all times during his employment with the Town.

- B. Leave: Employee shall be eligible for the same holiday, management, vacation, sick, jury duty, family leave and bereavement leave as provided to the executive management employees of the Town and as may be amended from time to time, except that: (i) Employee shall accrue one additional week of vacation leave annually.
- C. Health and Welfare Insurance: Employee shall be eligible for the same medical, dental, vision, life, long-term disability, and employee assistance program coverages and Employer paid premiums for Employee and eligible dependents as currently provided to the executive management employees of the Town, and as may be amended from time to time.

8. Retirement:

Employee shall be eligible for retirement benefits as a Town Employee as set forth in the Employee Handbook and policies adopted by the Trustees. Employee shall be eligible for retirement benefits from February 20, 2024.

9. Professional Development

The Parties agree that it is in the best interest of the Town that Employee maintain membership in professional associations and engage in professional activities related to Town management and public administration. Employer shall be granted the same professional development benefits, at Employer expense, as provided to the executive management employees of the Town. Employee shall also be reimbursed by the Town for membership in the Colorado Municipal League.

10. General Expenses

All reasonable travel or other expenses incurred by Employee in the performance of his official duties shall be reimbursed by Employer upon submittal of a receipt or other verification of such expenses in accordance with Employee Handbook.

11. Indemnification

Employer shall provide for the defense of Employee in any action or proceeding alleging an act or omission within the scope of Employee's employment in accordance with applicable law.

12. Bonding

Employer shall bear the full cost of any fidelity or other bonds, or fidelity insurance required of the Employee under any law or ordinance.

13. Compatibility with State Law

This Agreement is made subject to all applicable law of the State of Colorado. In the event of any conflict between the provisions of this Agreement and any such state law, the provisions of state law shall apply.

14. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

To Employer: Town of Dolores, P.O. Box 630 Dolores, CO 81323

To Employee: _____ (address)

15. General Provisions

A This Agreement is the final expression of the complete agreement of the Parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by a written mutual agreement signed by both Parties.

B. Employee shall not be required to live within the Dolores Town limits.

C. This Agreement shall not be assignable by either Employer or Employee.

D. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

E. This Agreement shall become effective on May 13, 2024, subject to board of trustee approval and execution by the parties.

F. Employee agrees to submit to a fingerprint based criminal background check as soon as possible.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed and executed on its behalf by its Mayor. It has also been executed by the Employee.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____,

Chris Holkestad Mayor

Attest: _____,

Town Clerk Tammy Neely

Employee

Date

**Town of Dolores
Resolution No R593
SERIES 2024**

A RESOLUTION OPPOSING APPROVAL BY THE MONTEZUMA COUNTY COMMISSIONERS OF A HIGH IMPACT/SPECIAL USE PERMIT APPLICATION FOR A PROPOSED ORGANIC BIOCHAR FACILITY, SUBMITTED BY PALATERRA-USA, LLC; AGENT: ROLFE SCHWENNINGER, LOCATED AT 27930 & 27736 ROAD T, DOLORES

WHEREAS, the Town of Dolores Board of Trustees has been made aware of High Impact/Special Use Permit Application for a proposed Organic Biochar Facility, submitted by Palaterra-USA,LLC; agent: Rolfe Schwenninger, located at 27930 & 27736 Road T, Dolores, CO, consisting of 19.62 & 45.48 acres respectively, more or less, located west of Hwy 145, south of Road T, situated in Section 19, Township 37N, Range 15W, N.M.P.M.

WHEREAS this proposed facility is located outside the incorporated boundary of the Town of Dolores but in close proximity thereto.

WHEREAS the Board of Trustees finds that were this facility to be approved, it would have adverse impacts on the citizens of the Town of Dolores in the form of diminished air quality, water quality and increased risk of wildland fire which has the potential of catastrophic loss of life and property.

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

Section 1. The Town Board of Trustees strongly opposes approval of this High Impact Permit by the Montezuma County Board of Trustees respectfully encourages the Commissioners to vote against approval of the application as such time as it comes before them for consideration.

Passed, adopted, and approved May 28, 2024

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____, Town Clerk Tammy Neely

**Town of Dolores
Resolution No R594
SERIES 2024**

**A RESOLUTION AMENDING DELEGATION OF AUTHORITY
TO THE TOWN MANGER TO APPROVE EXPENDITURES
UNDER \$10,000 AND AMENDING PROCUREMENT POLICY**

WHEREAS, the Town of Dolores, Colorado is a statutory town incorporated under the laws of the state of Colorado; and,

WHEREAS, the Town of Dolores has previously adopted a resolution granting the Town Manager the authority to procure necessary good, services, and professional services authorized by the adopted budget less than Five Thousand Dollars (\$5,000.00) without the prior approval of the Board of Trustees.

WHEREAS, the Town of Dolores previously adopted by resolution a Procurement Policy requiring that all purchases of goods and services of \$5,000 and over shall require formal bidding procedures unless otherwise required by statute or Town Code.

WHEREAS, recent inflationary pressures have undermined the intent of setting these requirements at \$5,000.

WHEREAS, the Board of Trustees finds that it is appropriate to increase the Town Manager’s level of authority and the threshold amount to require competitive bidding to \$10,000.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Town of Dolores, a Colorado Statutory Town, as follows:

1. The Town Manager shall have the authority to procure necessary good, services, and professional services as authorized by the adopted budget without prior Board of Trustees approval when such expenditures are less than Ten Thousand Dollars (\$10,000.00) except where such approval may otherwise be required by law.
2. The procurement policy adopted by the Board of Trustees on June 26, 2023, is amended to apply to the procurement of all goods and services in excess of \$10,000.00 for the Town, which shall otherwise remain in full force and effect.

Passed, adopted, and approved May 28, 2024.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____, Town Clerk Tammy Neely

AIA[®] Document A105[®] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 24 day of May in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The Town of Dolores
601 Central Ave
Dolores, CO 80323
970-882-8132

and the Contractor:
(Name, legal status, address and other information)

Element Environmental
3508 Peoria St Unit 103
Aurora, CO 80010
303-828-7658

for the following Project:
(Name, location and detailed description)

Town of Dolores-Municipal Building Abatement and Demolition Project RFP 24-03
430 Central Avenue
Dolores, CO 80232

Owners Representative: Substitute Owners Representative for all references to Owners Representative
(Name, legal status, address and other information)

Stephen P. DiNardo Consulting dba The DiNardo Management Group
3733 South Ensenada St
Aurora CO, 80013
303-478-6203

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(2019186502)

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Owners Representative dated , and enumerated as follows:

Drawings:		
Number	Title	Date
Specifications:		
Section	Title	Pages
Exhibit "A"	Scope of Work and General Conditions	
Exhibit "B"	Foothills Asbestos Building Report	
Exhibit "C"	CDPHE Statement of Work	
Exhibit "D"	CDPHE General Conditions	

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Exhibit "E" Element Project Design/Project Approach Proposal

.3 addenda prepared by the Owners Representative as follows:

Number Date Pages
N/A

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

- Exhibit "F" - Insurance Certs
Exhibit "G" - G703 & G703 Schedule of Values
Exhibit "H" - DMG Non-Conformance and Corrective Action procedure and forms
Exhibit "I" - Contractors Licenses

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. (Insert the date of commencement if other than the date of this Agreement.)

June 10, 2024

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: (Check the appropriate box and complete the necessary information.)

[X] Not later than 48 () calendar days from the date of commencement.

[X] By the following date: July 26,2024

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Stipulated sum of Two Hundred Seventy-Six Thousand Two Hundred and Fifty-Six Dollars and zero cents (\$276,256.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Table with 2 columns: Portion of the Work, Value. Rows include Mobilization, Abatement CMU block filler, Removal of RBM, Abate all other asbestos, Final Clearance, Demobilization.

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
Alternate #1 Perimeter Drywall Demolition	Twelve Thousand Five Hundred and zero cents \$12,500.00

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Owners Representative, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

Net 30 days from approved invoice with a 5% retainage

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

N/A %

ARTICLE 5 INSURANCE – Reference Exhibit F – Insurance requirements

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers’ Compensation at statutory limits.

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§ 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
See Exhibit "F" Insurance Requirements	See Exhibit "F" for limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Owners Representative, Owners Representative's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Owners Representative's Drawings, Specifications and Other Documents

Documents prepared by the Owners Representative are instruments of the Owners Representative's service for use solely with respect to this Project. The Owners Representative shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owners Representative.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

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User Notes:

(2019186502)

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Owners Representative may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Owners Representative.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Owners Representative.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Owners Representative's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

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§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Owners Representative, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Owners Representative have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Owners Representative that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owners Representative in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Owners Representative shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

(Paragraphs deleted)

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owners Representative, Owners Representative’s consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness,

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disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 OWNERS REPRESENTATIVE

§ 9.1 The Owners Representative will provide administration of the Contract as described in the Contract Documents. The Owners Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Owners Representative will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Owners Representative will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor’s responsibility. The Owners Representative will not be responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Owners Representative’s observations and evaluations of the Contractor’s Applications for Payment, the Owners Representative will review and certify the amounts due the Contractor.

§ 9.5 The Owners Representative has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Owners Representative will promptly review and approve or take appropriate action upon Contractor’s submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Owners Representative will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Owners Representative will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Owners Representative will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Owners Representative’s duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Owners Representative. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Owners Representative may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

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§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owners Representative an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Owners Representative may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Owners Representative will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Owners Representative determines is properly due, and notify the Contractor and Owner in writing of the Owners Representative's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Owners Representative's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Owners Representative, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Owners Representative has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Owners Representative shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owners Representative and the Owners Representative will make an inspection to determine whether the Work is substantially complete. When the Owners Representative determines that the Work is substantially complete, the Owners Representative shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Owners Representative will inspect the Work. When the Owners Representative finds the Work acceptable and the Contract fully performed, the Owners Representative will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owners Representative releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owners Representative as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor’s other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owners Representative requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Owners Representative, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Owners Representative, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)
 Liegh Reeves Town Manager

(Printed name and title)

CONTRACTOR (Signature)
 Primo Navarrete Principal

(Printed name and title)
 LICENSE NO.:
 JURISDICTION:

Additions and Deletions Report for AIA® Document A105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 24 day of May in the year 2024

...

The Town of Dolores
601 Central Ave
Dolores, CO 80323
970-882-8132

...

Element Environmental
3508 Peoria St Unit 103
Aurora, CO 80010
303-828-7658

...

Town of Dolores-Municipal Building Abatement and Demolition Project RFP 24-03
430 Central Avenue
Dolores, CO 80232

~~The Architect~~Owners Representative: Substitute Owners Representative for all references to Owners Representative

...

Stephen P. DiNardo Consulting dba The DiNardo Management Group
3733 South Ensenada St
Aurora CO, 80013
303-478-6203

PAGE 2

9 ARCHITECTOWNERS REPRESENTATIVE

...

- .2 the drawings and specifications prepared by the ~~Architect~~Owners Representative dated , and enumerated as follows:

...

Exhibit "A"

Scope of Work and General

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<u>Exhibit "B"</u>	<u>Conditions</u>
<u>Exhibit "C"</u>	<u>Foothills Asbestos Building</u>
<u>Exhibit "D"</u>	<u>Report</u>
<u>Exhibit "E"</u>	<u>CDPHE Statement of Work</u>
	<u>CDPHE General Conditions</u>
	<u>Element Project Design/Project</u>
	<u>Approach</u>
	<u>Proposal</u>

PAGE 3 .3 addenda prepared by the ~~Architect~~ Owners Representative as follows:

N/A

...

- Exhibit "F" - Insurance Certs
- Exhibit "G" – G703 & G703 Schedule of Values
- Exhibit "H" – DMG Non-Conformance and Corrective Action procedure and forms
- Exhibit "I" – Contractors Licenses

...

June 10, 2024

...

Not later than 48() calendar days from the date of commencement.

By the following date: July 26, 2024

...

Stipulated sum of Two Hundred Seventy-Six Thousand Two Hundred and Fifty-Six Dollars and zero cents (\$276,256.00)

...

<u>Mobilization</u>	<u>\$ 5,000.00</u>
<u>-Abatement CMU block filler</u>	<u>\$ 123,000.00</u>
<u>-Removal of RBM</u>	<u>\$ 19,690.00</u>
<u>-Abate all other asbestos</u>	<u>\$ 113,575.00</u>
<u>- Final Clearance</u>	<u>\$ 10,000.00</u>
<u>-Demobilization</u>	<u>\$ 5,000.00</u>

PAGE 4

N/A

...

<u>Alternate #1 Perimeter Drywall</u>	<u>Twelve Thousand Five Hundred and zero cents \$12,500.00</u>
<u>Demolition</u>	

...

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(2019186502)

None

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§ 4.1 Based on Contractor's Applications for Payment certified by the Architect-Owners Representative, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

...

Net 30 days from approved invoice with a 5% retainage

...

N/A %

ARTICLE 5 INSURANCE – Reference Exhibit F – Insurance requirements
PAGE 5

See Exhibit "F" Insurance Requirements See Exhibit "F" for limits

...

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's Owners Representative, Owners Representative's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

...

§ 6.4
Ownership and Use of Architect's Drawings, Specifications and Other Documents
Ownership and Use of Owners Representative's Drawings, Specifications and Other Documents

Documents prepared by the Architect-Owners Representative are instruments of the Architect's Owners Representative's service for use solely with respect to this Project. The Architect-Owners Representative shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect-Owners Representative.

PAGE 6

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day-seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect-Owners Representative may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect-Owners Representative.

...

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract

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Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the ~~Architect~~Owners Representative.

...

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and ~~Architect's~~Owners Representative's information a Contractor's construction schedule for the Work.

PAGE 7

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the ~~Architect~~Owners Representative, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or ~~Architect~~Owners Representative have made a timely and reasonable objection.

...

The Contractor warrants to the Owner and ~~Architect~~Owners Representative that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

...

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the ~~Architect~~Owners Representative in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

...

The Contractor shall promptly review, approve in writing, and submit to the ~~Architect~~Owners Representative shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

...

~~§ 8.10 Cutting and Patching~~

~~The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.~~

...

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect~~Architect's Owners Representative, ~~Owners Representative's~~Owners Representative's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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User Notes:

ARTICLE 9 — ARCHITECT

ARTICLE 9 OWNERS REPRESENTATIVE

§ 9.1 The ~~Architect~~ Owners Representative will provide administration of the Contract as described in the Contract Documents. The ~~Architect~~ Owners Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The ~~Architect~~ Owners Representative will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The ~~Architect~~ Owners Representative will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor’s responsibility. The ~~Architect~~ Owners Representative will not be responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the ~~Architect’s~~ Owners Representative’s observations and evaluations of the Contractor’s Applications for Payment, the ~~Architect~~ Owners Representative will review and certify the amounts due the Contractor.

§ 9.5 The ~~Architect~~ Owners Representative has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The ~~Architect~~ Owners Representative will promptly review and approve or take appropriate action upon Contractor’s submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the ~~Architect~~ Owners Representative will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the ~~Architect~~ Owners Representative will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the ~~Architect~~ Owners Representative will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The ~~Architect’s~~ Owners Representative’s duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and ~~Architect~~ Owners Representative. Consent shall not be unreasonably withheld.

PAGE 8

§ 10.2 The ~~Architect~~ Owners Representative may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

PAGE 9

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the ~~Architect~~ Owners Representative an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor’s right to payment as the Owner or ~~Architect~~ Owners Representative may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

...

The ~~Architect~~ Owners Representative will, within seven days after receipt of the Contractor’s Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment,

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User Notes:

with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the ~~Architect~~ Owners Representative determines is properly due, and notify the Contractor and Owner in writing of the ~~Architect's~~ Owners Representative's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the ~~Architect's~~ Owners Representative's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and ~~Architect~~, Owners Representative, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

...

§ 12.4.1 After the ~~Architect~~ Owners Representative has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

...

§ 12.4.3 Neither the Owner nor the ~~Architect~~ Owners Representative shall have responsibility for payments to a subcontractor or supplier.

PAGE 10

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the ~~Architect~~ Owners Representative and the ~~Architect~~ Owners Representative will make an inspection to determine whether the Work is substantially complete. When the ~~Architect~~ Owners Representative determines that the Work is substantially complete, the ~~Architect~~ Owners Representative shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

...

§ 12.6.1 Upon receipt of a final Application for Payment, the ~~Architect~~ Owners Representative will inspect the Work. When the ~~Architect~~ Owners Representative finds the Work acceptable and the Contract fully performed, the ~~Architect~~ Owners Representative will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the ~~Architect~~ Owners Representative releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

...

§ 14.1 The Contractor shall promptly correct Work rejected by the ~~Architect~~ Owners Representative as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

...

§ 15.2.2 If the ~~Architect~~ Owners Representative requires additional testing, the Contractor shall perform those tests.

PAGE 11

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and ~~Architect~~, Owners Representative, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

...

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User Notes:

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the ~~Architect, Owners~~
Representative, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor
and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

...

Liegh Reeves Town Manager

Primo Navarrete Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:46:45 ET on 05/23/2024 under Order No. 2114479970 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**Town of Dolores
Resolution No 596
SERIES 2024**

**A RESOLUTION AWARDING CONTRACT TO PERFORM DEMOLITION OF THE
FORMER TOWN HALL AT 420 CENTRAL AVENUE**

WHEREAS, the Town of Dolores (the “Town”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Town of Dolores recently relocated its Town Hall to 601 Central Avenue in Dolores, Colorado and has previously resolved to decommission and demolish the old Town Hall at 420 Central Avenue; and,

WHEREAS, after asbestos mitigation is completed, a separate contractor must be employed to complete demolition; and,

WHEREAS, the Town solicited competitive proposals from qualified, reliable, insured, and certified contractors to complete the demolition work on 420 Central Avenue; and,

WHEREAS, this request for proposals set forth detailed requirements for contractors, provided criteria on which successful applicants will be selected which is made a part of the record on which this Resolution is based, and which have been reviewed and carefully considered by the Board of Trustees; and,

WHEREAS, after considering the selection criteria, the Town finds that Element Environmental of Aurora, Colorado has the best value suited to the Town’s situation and purposes in the amounts stated herein.

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

Section 1. The Town Board of Trustees hereby awards the contract for services to demolish the structure at 420 Central Ave. in the amount of \$85,405.00.00 as set forth in the contract attached hereto as Exhibit 1.

Section 2. The Town Board of Trustees appropriates and authorizes the expenditure of said funds set forth on Exhibit 1 and authorizes the Mayor and Manager to execute agreements such terms and conditions materially consistent with the award and bid requirements with the successful contractors.

Section 3. This resolution shall become effective immediately upon its adoption by the Board of Trustees.

Passed, adopted, and approved May 28, 2024

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____, Town Clerk Tammy Neely

**Town of Dolores
Resolution No R597
SERIES 2024**

A RESOLUTION AWARDING CONTRACT TO CONSTRUCT PUBLIC RESTROOM FACILITY IN FLANDERS PARK

WHEREAS, the Town of Dolores (the “Town”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Town of Dolores was previously awarded a grant to construct a public restroom facility in Flanders Park in Dolores, Colorado with a match from the Town of Dolores; and,

WHEREAS, the Town solicited competitive proposals from qualified, reliable, insured, and certified contractors to complete the construction of the public restroom room facility; and,

WHEREAS, this request for proposals set forth detailed requirements for contractors, provided criteria on which successful applicants will be selected which is made a part of the record on which this Resolution is based, and which have been reviewed and carefully considered by the Board of Trustees; and,

WHEREAS, after considering the selection criteria, the Town finds that Cruzan Construction Company, of Cortez, Colorado has the best value suited to the Town’s situation and purposes in the amounts stated herein.

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

Section 1. The Town Board of Trustees hereby awards the contract for services to construct the public restroom facility in Flanders Park in the amount of \$350,636.00 as set forth in the contract attached hereto as Exhibit 1.

Section 2. The Town Board of Trustees appropriates and authorizes the expenditure of said funds set forth on Exhibit 1 and authorizes the Mayor and Manager to execute agreements such terms and conditions materially consistent with the award and bid requirements with the successful contractors.

Section 3. This resolution shall become effective immediately upon its adoption by the Board of Trustees.

Passed, adopted, and approved May 28, 2024

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____, Town Clerk Tammy Neely



CRUZAN CONSTRUCTION CO.

24194 Road L, Suite 1A ❖ Cortez, Colorado ❖ 81321
Phone 970-565-9326 ❖ Fax 970-565-5382

May 3, 2024

Town of Dolores
C/O Town Council
P.O. Box 630
Dolores, CO 81323

RE: Flanders Park Restroom Construction Project

To Whom It May Concern,

Thank you for the opportunity to be a part of this project. Please find attached some of our company history, references and our qualified personnel.

This project will take approximately five months to complete, from mobilization to substantial completion.

We propose complete this project as per plans and specifications for a total of **\$350,636.00**

Alternate #1:

- Mechanical Room Ceiling - 5/8" drywall in lieu of 1x6 T&G pine deduct \$325.00 from above total.

Alternate #2:

- Plywood, FRP or drywall in lieu of 1x6 T&G pine add \$2,170.00 to the above total.

We look forward to working with you soon. Thank you for your consideration.

Sincerely,

Jay N. Cruzan
Cruzan Construction Co.



CRUZAN CONSTRUCTION CO.

24194 Road L, Suite 1A ❖ Cortez, Colorado ❖ 81321
Phone 970-565-9326 ❖ Fax 970-565-5382

Qualified Personnel

Years in Business: 29
Date of Incorporation: May 01, 1999
Qualified Personnel:

Jay N. Cruzan

Title: Owner

- 32 years' experience as an estimator / project manager / public relations
- 29 years with Cruzan Construction Co.

Korina Cruzan

Title: Office Manager

- 28 years' experience in secretarial / bookkeeping / public relations
- 25 years with Cruzan Construction Co.

Darren "Woody" Noyes

Title: Lead Framer / Foreman

- 29 years' experience
- 24 years with Cruzan Construction Co.

Todd Hoehn

Title: Welding / Fabrication Foreman / Steel Erection Foreman

- 30 years' experience
- 20 years with Cruzan Construction Co.

Porter Espeland

Title: Foreman / Onsite Safety Coordinator

- 29 years' experience
- 20 years with Cruzan Construction Co.

Riley Oliver

Title: Lead Framer / Foreman

- 10 years' experience
- 9 years with Cruzan Construction Co.

Luke Saunders

Title: Lead Dirt Guy / Concrete Placement and Finishing

- 6 years' experience
- 6 years with Cruzan Construction Co.

Frank Wall

Title: Concrete Foreman

- 29 years' experience
- 18 years with Cruzan Construction Co.

Woodrow Gray

Title: Dirt Guy / Concrete Placement and Finishing

- 7 years' experience
- 7 years with Cruzan Construction Co.

Damon Burris

Title: Concrete Foreman

- 15 years' experience
- 4 years with Cruzan Construction Co.

Ethan Gray

Title: Concrete Placement and Finishing

- 15 years' experience
- 2 years with Cruzan Construction Co.

Jesse Hager

Title: Interior Trim Foreman

- 10 years' experience
- 10 years with Cruzan Construction Co.

Joe Martin

Title: Welding / Fabrication Foreman / Steel Erection Foreman

- 9 years' experience
- 9 years with Cruzan Construction Co.

Five additional full time carpenter, erectors, concrete finishers and one additional welder / mechanic

Equipment Owned:

- 2015 Gehl 553 Forklift
- 2006 Gehl 553 Forklift
- 2004 Gehl 553 Forklift
- 2001 Genie Z-45 Boom-lift
- 2006 Genie Z-45 Boom-lift
- 2003 Genie Z-60 Boom-lift
- Five Genie Scissor Lifts
- 2007 Case Loader
- 2022 Kubota Skid Steer
- 2015 Kubota KX 80 Excavator
- Four Fully Equipped Tool Trailers
- All necessary miscellaneous equipment

Commercial Projects Completed by Cruzan Construction as General Contractor:

Body By Design

Lindsay Fresquez – Owner
1240 N. Lebanon Rd, Cortez, Co 81321
New Business (970)-739-0474

Connelly Hospitality House

Morris & Sons Inc.
@ San Juan Medical Center
Farmington, NM 87401

Basin Coop

16032 Highway 491, Lewis, CO 81327
New Fertilizer Plant Lynn (970)-259-4908

Montezuma County Housing

Terry Wheeler 970-565-3831
30 Unit Ap.t Complex / Prairie Mesa

Mountain Chiropractic

Michael Treinen
1933 E. Main St., Cortez, CO 81321
New Office (970)-565-4800

First National Bank, Cortez

Jim Mueller
140 W. Main St., Cortez, CO 81321
New Facility (970)-565-3781

Cortez Chiropractic

Kiviok Hight
220 W. Montezuma Ave., Cortez, Co 81321
New Office (970)-564-9515

Triple S Farms

Spencer Smith
50 N. Henry St., Cortez, CO 81321
30,000 Square Foot Building

Mesa Verde National Park

Casey Fuller
Cortez, CO 81321
(970)-739-9879
Far View Restrooms

Montezuma Presbyterian Church

Aryol Brumley
350 S. Washington St., Cortez, CO
(970)-565-7024
Church Addition / Remodel

West-Cor Complex

24194 Road L
Cortez, CO 81321
(970)-749-6112
9,600 Square Foot Office Building

GCC Energy – King II Coal Mine

7463 Rd 120
Hesperus, CO 81326
(970)-259-0271
18,000 Square Foot Bathhouse &
Administration Building

Pueblo Community College

Kelly Gagneaux
33057 Hwy 160
Cortez, CO 81321
(970)-564-6217
Numerous Ongoing Projects

Blueberry Hill, LLC

1861 Blueberry Hill Loop
Cortez, CO 81321
(970)-749-6112
4,000SquareFoot Office/Warehouse

Commercial Projects Completed By Cruzan Construction as Sub-Contractor

FCI Constructors, Inc.

Matt Aupperle
 186 Moose Lane, Durango, CO 81301
 (970)-259-8644
 66-Unit Townhome Project for Mercy Housing
 Bayfield Town Hall, Bayfield, CO
 Southern Ute Cultural Center and Museum
 Ignacio, CO
 Silverton School and Gymnasium Historical Rehabilitations
 Silverton, CO
 Brubaker Place, Interior Trim, Cortez, CO
 Axis Health Center, Cortez, CO
 Ignacio Middle School
 Ignacio High School
 Dolores High School
 Lumien Apartments 50,000 square feet
 Ouray School Remodel, Ouray, Colorado
 Bayfield School
 Mountain Clubhouse Renovation, Durango, CO
 Glacier Club, Durango, CO
 First Southwest Bank, Durango, CO
 Tamarron Resort Durango, CO
 Multiple Use Building Durango, CO
 Pueblo Community College Roof Replacement

Jaynes Corporation of Colorado

Ryan Sorenson
 25825 Hwy 160 E Unit A, Durango, CO 81301
 (970)-247-1831 or Jack Stuart (970)-749-9896
 Dolores Community Center Addition / Remodel
 Mancos Public Library
 Mesa Verde Remodel / Addition
 Dolores State Bank
 Kinder Morgan SCADA Facility
 Kinder Morgan Warehouse
 Fort Lewis Berndt Hall
 Montezuma County Combined Courts
 Osprey

Southwest Contracting

Steve Haley
 P.O. Box 719, Cortez, CO
 (970)-565-4401
 DOW Building in Durango
 Vectra Bank Remodel
 Dolores State Bank

Nunn Construction Co

Rick Fleming
 925 Elkton Colorado Springs, CO
 (719)-599-7710
 Montezuma Cortez High School
 Southwest Memorial Hospital
 Dolores County PSC
 Dolores County Senior Center

Dolores State Bank

Hwy 160 Cortez, CO 81321
 (970)-882-7600
 New Bank – Framing only

Kinder Morgan

Levi Hill
 17801 Hwy 491, Cortez, CO
 (970)-882-2464
 Office Remodel
 SDADA Facility
 Multiple Small Projects

Canyon Construction

Terry Gorsuch
 54 Girard St. Durango, CO
 (970)-385-7766
 Metal Building Installation
 Canyon Construction New Office
 LaPlata Water Treatment Plant

Credit References:

Choice Building Supply

Contacts: Bryan Black
525 N. Broadway, Cortez, CO 81321
(970)-565-4245

Smith's Materials

Grant Smith
27701 Road T
Dolores, CO 81323
(970)-882-3399

Alpine Lumber

Roger Ricks
62 Valle Escondido
Durango, CO 81303
(970)-385-1855

Dolores State Bank

Contact: Jon Reidel
744 E. Main St., Cortez, CO
(970)-882-7600

Slaven's True-Value

Jim Olson
237 W. Main St.
Cortez, CO 81321
(970)-565-8571

Reference list for Jay Cruzan / Cruzan Construction Co.

Residential Projects:

Dennis & Debbie Hight
34510 Hwy 184 Dolores, CO 81328
New Home (970)-882-1222

Eric & Kenzie White
Road CC Pleasant View, CO
New Home (970)-739-3735

Richard & Patty Winger
Road P.2, Mancos, CO 81328
New Home pattywinger@ccrsconsultants.com

Mark Smith
41020 Rd 38, Dolores, CO 81323
New Home (928)-344-2133

Daren & Kathy Stone
Multiple Projects
New Cabin (970)-749-5823

Shawn & Cindie Miller
1819 Shady Lane, Conez, CO 81321
New Home (970)-749-1932

Wayne & Shirley McCarey
34872 Hwy 184, Mancos, CO 81328
New Home (970)-882-2293

Drew Stein
6590 Road 46, Mancos, CO 81321
Major Remodel (646)-675-2158

Tiffany Hartsoe
24600 491 Pleasant View, CO 81335
New Home (970)-562-4877

Bentley & Roma Colbert
23738 Road L, Cortez, CO 81321
Remodel (970)-749-2725

Herb Didier
34945 Road J.7
New Home (317)-753-6551

Gary and Gwenn Tanner
25590 Rd. N.6, Cortez, CO 81321
New Home (970)-560-2372

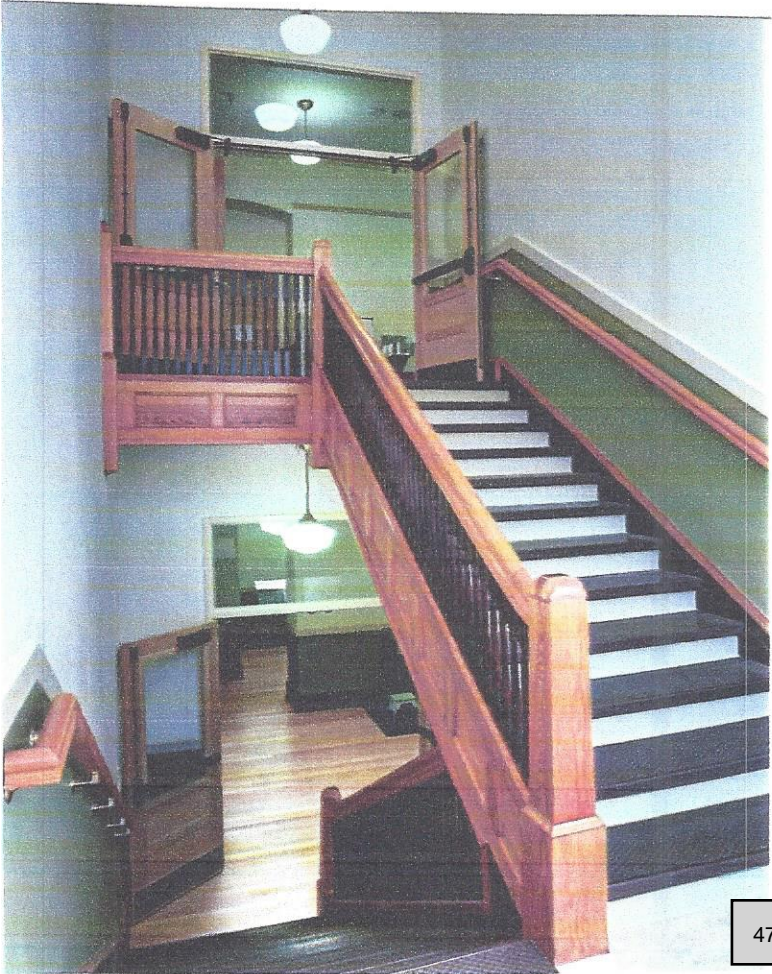
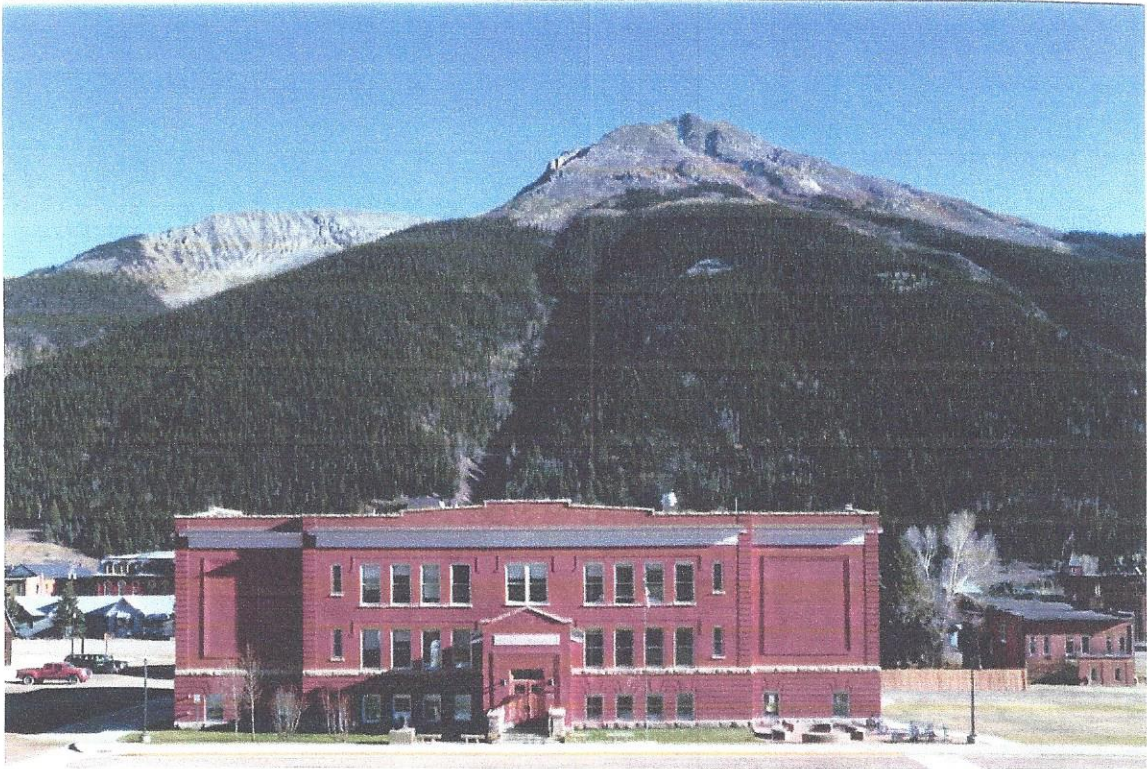
Mark & Janet Tkach
Mancos, CO 81328
New Home (602)-501-1042

Bill & Jody Smart
2539 Fairway Dr., Cortez, CO 81321
New Home (970)-565-8663

Adolph & Diana Hoehn
25583 Rd P, Dolores, CO 81323
New Home (970)-565-3580

Darren Dennison
Multiple Projects
(970)-529-0333

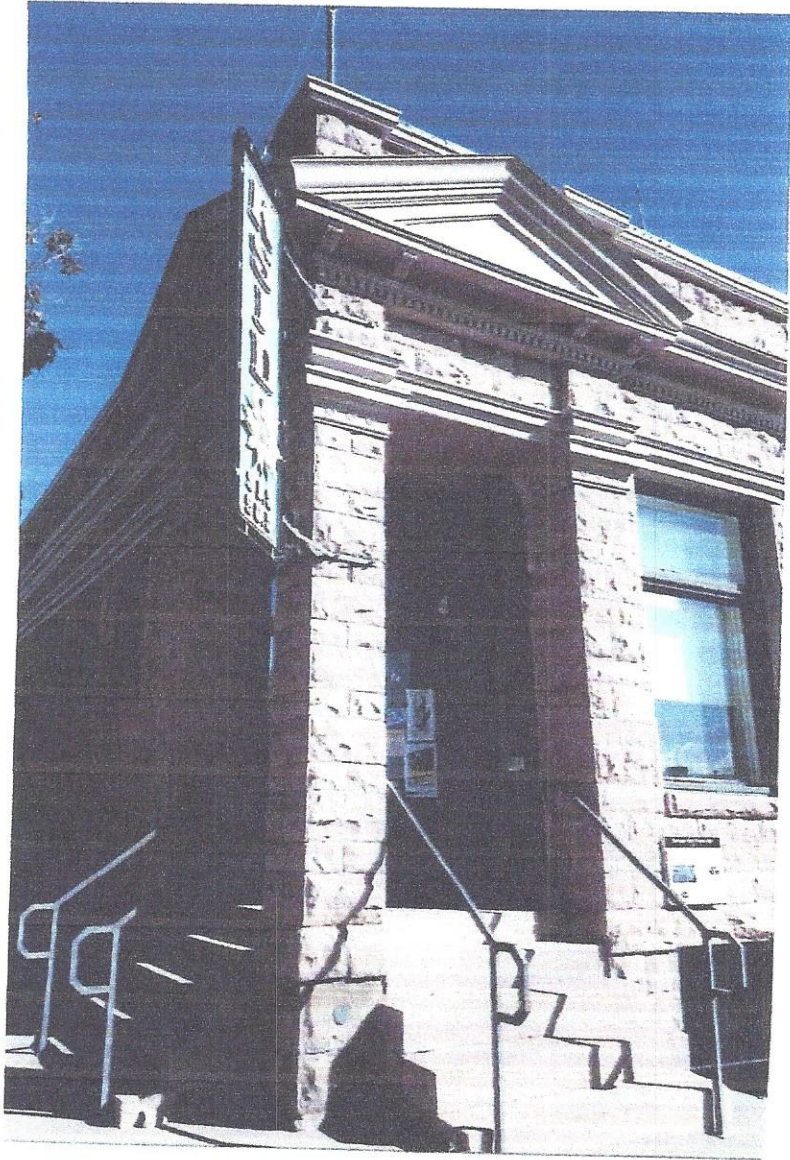
Silverton School K-12 Renovation



Ouray School K-12 Renovation



Basin Industrial Bank



Southern Ute Cultural Center





**Town of Dolores
Resolution No R598
SERIES 2024**

A RESOLUTION AWARDING CONTRACT TO SAFE BUILT

WHEREAS, the Town of Dolores (the “Town”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Town of Dolores occasionally has need of an independent building inspection service when the Town’s building official has a conflict of interest or is otherwise unavailable; and,

WHEREAS, the Town Building Official is unable to perform building inspection services for the anticipated Dolores Fire Station to be constructed by the Dolores Fire Department; and,

WHEREAS, Safebuilt, a Colorado company, is known for providing competent inspection services and is best suited to provide building inspection services for the Town in such circumstances.

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

Section 1. The Town Board of Trustees hereby authorizes the Town Manager to engage the services of the Safebuilt Company in circumstances where the Town Building Official is unable to services at the rate set forth on Exhibit 1 attached hereto not to exceed \$10,000 per year.

Section 2. This resolution shall become effective immediately upon its adoption by the Board of Trustees.

Passed, adopted, and approved May 28, 2024

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____, Town Clerk Tammy Neely

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF DOLORES, COLORADO
AND SAFEbuilt COLORADO, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Town of Dolores, Colorado (“Municipality”) and SAFEbuilt Colorado, LLC, a wholly owned subsidiary of SAFEbuilt, LLC (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant’s standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. TABOR

It is understood and acknowledged that Municipality is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of Municipality are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Municipality's current fiscal period ending upon the next succeeding December 31.

8. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

10. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all

compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

12. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property

damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 16, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED \$2,000,000.

15. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.

- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 14, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

20. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related

actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

21. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

22. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

23. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100 % of the employee's annual salary including bonus and training certification.

24. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Leigh Reeves, Town Manager
Town of Dolores, Colorado
420 Central Avenue
Dolores, CO 81323
Email: manager@townofdolores.com

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt, LLC
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

25. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

26. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

27. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

28. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

29. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

30. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Colorado, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

31. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

32. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

33. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

34. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Colorado, LLC

Town of Dolores, Colorado

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Remote Building Official Services

- Be a remote resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon

Remote Video Inspection Services

- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Provide an electronic version of inspection results
- Includes Residential and Commercial Building, Electrical, Plumbing, Mechanical, Fire and the following. Any inspection type not listed may be provided upon mutual agreement:

Porches	Small Projects (fences, exterior remodels.....)
Rooftop	Rooftop Solar (photovoltaic)
Electrical Reconnects	Electrical Service Upgrades
Water Heaters	Gas Line Installations
Parking Shade Structures	Detached Storage Sheds
Residential Addition / Alteration reinspection	Follow-Up Inspections (must verify with inspector)

Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local building amendments or building ordinances
- Be available for remote pre-submittal meetings by appointment
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide remote review of plan revisions and remain available to applicant after the review is complete

Planning & Zoning Consultation Services

Consultant shall provide planning and zoning consultation on an as-needed basis. Services may include:

- Review of Building Permits for Zoning Code compliance
- Review of zoning applications and site plans
- Preparation of staff reports and recommendations to planning commission and elected officials
- Training programs for Planning Commission and Appeals Board
- Preparation of zoning code amendments
- Updates to the zoning code and other land development regulations
- Preparation of new master plan
- Preparation of special studies (subarea plans, corridor studies, etc.)

2. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

3. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis
- Building Official or designated representative will be available remotely by phone or video conference platform.
- Consultant representative(s) will be available by phone and email
- Consultant representative(s) will remotely meet with the public by appointment
- Inspectors will be assigned remote video inspections on an as-needed basis

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal remote meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	– Single-family within	10 business days	10 business days or less
	– Multi-family within	10 business days	10 business days or less
	– Small commercial within (under \$2M in valuation)	10 business days	10 business days or less
	– Large commercial within	20 business days	10 business days or less
EXPEDITED PLAN REVIEW TURNAROUND TIMES	Provide quicker turnaround timeframes on a case-by-case basis. Additional fees may apply.		

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- Upon completion of the initial term and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	STANDARD RATE*
Remote Video Building Inspections	\$110.00 per hour (1 hour min)
Remote Building Official Services	\$145.00 per hour (1 hour min)
Plan Review Services	\$115.00 per hour
<p>*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.</p> <p>Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.</p> <p>Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.</p> <p>Expedited Plan Review will bill at 2x the normal rate (when available)</p>	

Planning Consultation Fee Schedule:	
Professional	2024 Hourly Rate
Planning Manager	\$190.00
Senior Planner	\$160.00

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE-BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant’s standard software package, unless otherwise provided below. Use of Consultant’s software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.

2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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TOWN OF DOLORES
RESOLUTION NO. R599
SERIES 2024

A RESOLUTION AMENDING FEE SCHEDULE FOR THE DOLORES COMMUNITY CENTER

WHEREAS, the Town of Dolores, Colorado is a statutory town incorporated under the laws of the state of Colorado.

WHEREAS, the Town of Dolores recently acquired ownership and of and operation of the Dolores Community Center, adopted an initial fee schedule, and created an advisory Board to make recommendations to the Board of Trustees on the operation of the Community Center.

WHEREAS the Dolores Community Center Advisory Board has met and evaluated the current fee structure and has made recommendations to change the fees charged by the Town for the use of the Community Center.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES as follows:

1. The Board of Trustees approves, amends, and adopts the fee schedule attached hereto as Exhibit A for the use of the Community Center.

2. Said fee schedule shall take effect July 1, 2024.

INTRODUCED, READ, AND PASSED AS A RESOLUTION AT THE SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES HELD ON MAY 28, 2024, AT WHICH A QUORUM WAS PRESENT.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____, Town Clerk Tammy Neely

EXHIBIT A

Fee Schedule

For events of 75 people and under:	Full Facility	South Room	Meeting Room	Kitchen Only
By the hour	120	80	40	50
Half-day	300	200	80	80
Full day	600	400	160	120
Refundable Deposit	400	200	0	200
LCD projector	50	50	50	NA
Stage	\$60/\$100	\$30/\$50	NA	NA

For events of over 75 people:	Platinum Package \$1,900	Gold Package \$1,500	Silver Package \$1200	Bronze Package \$900
Full Facility	3 Day	2.5 Day	2 Day	1 Day
(services included to be determined by staff policy)				
Refundable Deposit	400	400	400	400

EXHIBIT B

Sample Contract see attached.

Fee Schedule

Community Center Fees

Events with over 75 in attendance will require the purchase of a package (see below)

Rental Fee	Meeting Room Only	Kitchen Only	South Room	Full Facility
By the Hour	\$25.00	\$25.00	\$50.00	\$75.00
1/2 Day (6 hours)	\$120.00	\$120.00	\$300.00	\$450.00
Full Day	\$240.00	\$240.00	\$600.00	\$900.00
Deposit -- refundable	\$0	\$100.00	\$100.00	\$200.00
Set up, break down, cleaning			\$150.00	\$150.00
Also Available to Rent				
LCD Projector (in house only)	\$25.00		\$25.00	\$25.00
Stage Rental (in house only)			\$30.00 self setup \$50.00 we setup	\$30.00 self setup \$50.00 we setup

TOWN OF DOLORES

RESOLUTION NO. 600 SERIES 2024

A RESOLUTION EXEMPTING SENIORS FROM AN INCREASE IN THE BASE RATE FOR WATER AND SEWER SERVICES

WHEREAS, the Town of Dolores, Colorado is a statutory town incorporated under the laws of the state of Colorado.

WHEREAS, the Town has the authority to set rates by resolution for water and sewer services pursuant to CRS § 31-35-402 and Dolores Municipal Code Sections 13.04.340, 13.04.430, 13.04.070 and 13.04.080.

WHEREAS, the Town of Dolores Board of Trustees established by resolution on April 8, 2024, an increase for the base rates of water and sewer services for all users effective January 1, 2025.

WHEREAS, the Board of Trustees recognizes that seniors in the community are often on a fixed income that does not keep pace with inflation and are disproportionately affected by such rate increase.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES that Resolution No. R583 Series 2024 is amended to exempt seniors from the rate increases approved on April 8, 2024, as follows:

1. All water and sewer customers who will have attained the age of 65 or older on or before January 1, 2025, shall be eligible to apply for an exemption from the \$10.00 per month increase in the base rate for water and sewer services taking effect January 1, 2025.
2. To be exempt from the rate increase, eligible water and sewer customers shall present evidence of their date of birth in the form of a state issued driver’s license or identification card and make application of the of the town clerk or assistant clerk.
3. This resolution does not apply to customers who attain the age of 65 after January 1, 2025.
4. The deadline for qualified customers to apply for an exemption from the rate increase is December 20, 2024.
5. Nothing herein shall be construed as limiting the Town’s authority to rescind this exemption or to increase water and sewer rates for all customers in the future, including seniors who qualified for an exemption under this resolution.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____, Town Clerk Tammy Neely

**Town of Dolores
Resolution No R601
SERIES 2024**

A RESOLUTION AWARDING CONTRACT FOR JANITORIAL SERVICES

WHEREAS, the Town of Dolores (the “Town”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Town of Dolores recently acquired the Dolores Community Center and finds it necessary to employ an independent contractor to perform janitorial services; and,

WHEREAS, the Town solicited competitive proposals from qualified, reliable, and insured janitorial services; and,

WHEREAS, this request for proposals set forth detailed requirements for contractors, provided criteria on which successful applicants will be selected which is made a part of the record on which this Resolution is based, and which have been reviewed and carefully considered by the Board of Trustees; and,

WHEREAS, after considering the selection criteria, the Town finds that Wagener Enterprise of Mancos, Colorado has the best value suited to the Town’s situation and purposes in the amounts stated herein.

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

Section 1. The Town Board of Trustees hereby awards the contract for Janitorial Services at the Dolores Community Center in the amount of \$150.00 per week as set forth in the contract attached hereto as Exhibit 1.

Section 2. The Town Board of Trustees appropriates and authorizes the expenditure of said funds set forth on Exhibit 1 and authorizes the Mayor and Manager to execute agreements such terms and conditions materially consistent with the award and bid requirements with the successful contractors.

Section 3. This resolution shall become effective immediately upon its adoption by the Board of Trustees.

Passed, adopted, and approved May 28, 2024

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____, Town Clerk Tammy Neely

TOWN OF DOLORES PROCUREMENT CONTRACT TEMPLATE
 SERVICES AGREEMENT

Contract Number:		Project Name/Title	Community Center weekly Janitorial services		
Vendor/Contractor	Wagner Industries Enterprise LLC				
Contact Name:	Vic Wagner	Telephone:	970-560-2735	Email:	Vic_427@hotmail.com
Address:	33907 Road M Mancos CO 81328 PO Box 544 Cortez CO 81321				
Federal Tax ID #	30-0586701	Please Check one:	<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership		
Town Contact	Name & Phone# Leigh Reeves 914-552-3460	Town Dept Rep.	Name & Phone & Department Name Community Center		
NOT TO EXCEED Contract Amount:	\$750 per month 150 per week	Town Account #	Acct Code () Fund () Dept () Project ()		
Contract Type:		Period of Performance:			
Contract Value Amount:		Contract Funding Amount:			

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between the **Town of Dolores, Colorado ("Town")** and Wagner Industries LLC ("Contractor"), and proves as follows:

WHEREAS, Town desires to obtain the services of Contractor for the purpose of Com Ctr Janitorial as described in greater detail on Exhibit A attached hereto and incorporated herein by reference ("Services"); and

WHEREAS, Contractor desires to provide the Services pursuant to this Agreement;

NOW, THEREFORE, in consideration of the covenants, promises and agreements contained herein, Town and Contractor agree as follows:

1. **Compensation/Consideration:**
 - If FFP:
 - i. **THIS FIRM FIXED PRICE CONTRACT** is established at firm fixed amount of \$ 150 per week.
 - ii. Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform janitorial services for the Town of Dolores in

a good and workmanlike manner to the satisfaction of the Town for the total contract amount designated above and in the Notice of Award, to be paid by the Town to the Contractor.

2. **Scope of Services:** Town retains Contractor to provide the Services and Contractor agrees to complete the Services identified in the Scope of Services, attached hereto as Exhibit A, and in accordance with the REQUEST FOR PROPOSALS and Contractor’s proposal, and all attachments to such REQUEST and contractors’ proposal, all of which are incorporated herein by this reference. If any provision of the Scope of Services conflicts with this Contract, the terms of the Contract shall control.

3. **Independent Contractor:** the parties agree that the Contractor shall be an independent contractor and shall not be an employee of Town. Contractor, as an independent contractor is not entitled to workers’ compensation benefits and unemployment insurance benefits, and Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this agreement.

4. **Term:** the term of this contract shall be from _____ to _____.

5. **Method of Payment:** Town agrees to pay Contractor for services rendered pursuant to this Agreement in the sums and in the manner set forth in the attached Contractor’s proposal. Payment shall be made upon billing by the Contractor, which billing shall occur not more frequently than monthly. The parties agree and acknowledge that this Agreement does not constitute a multiple fiscal year debt or financial obligation of Town pursuant to Section 20(4)(b) of Article X of the Constitution of Colorado, based upon Town’s ability to terminate this Agreement as set forth herein. Contractor acknowledges that Town has made no promise to continue to burden and appropriate funds beyond the current fiscal year, and that Town has pledged adequate cash reserves for the current fiscal year to cover obligations of this Agreement.

6. **Right to Monitor Performance:** Town reserves the right to monitor and evaluate the progress and performance of contractor to ensure that the terms of this Agreement are being satisfactorily met in the opinion of the Town and in accordance with all applicable monitoring and evaluation criteria and standards. Contractor shall cooperate with Town relating to such monitoring and evaluation.

7. **Insurance Requirements**
 - **Comprehensive General Liability** Contractor shall procure and keep in force during the duration of this Agreement a policy of Comprehensive General Liability insurance insuring Contractor and naming Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of services here under and against liability for property damage with a combined single limit of at least \$1,000,000. The limits of said insurance shall not, however, be a limit to the liability of Contractor hereunder.

-OR-

- **Professional Liability** Contractor shall procure and keep in force during the duration of this Agreement a policy of Professional Liability insurance insuring Contractor for a minimum of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate.
- **Automobile Liability** Contractor shall procure and keep in force Comprehensive Automobile Liability Insurance with combined single limits for bodily injury and property damage of not less than five hundred thousand dollars (\$500,000) each occurrence and five hundred thousand dollars (\$500,000) aggregate with respect to each vehicle used in the performance of the services hereunder.
- **Terms of Insurance** Insurance required shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than "A" as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor may deem to be reasonable for the Services, but in no event greater than \$10,000. No such policies shall be cancelable except after thirty (30) days prior written notice to Town. Contractor shall not do nor permit to be done anything that shall invalidate the insurance policies referred to in this section and Contractor shall immediately advise Town in writing if a reduction in coverage or other modification of insurance coverage occurs.
- The policies described above shall be for the mutual and joint benefit and protection of Contractor and Town. Such policies shall contain a provision that Town, although named as an additional insured, shall nevertheless be entitled to recovery under such policy for any loss occasioned to it, its servants, agents, citizens, and employees by reason of negligence of Contractor. Such policy shall be written as a primary policy not contributing to and not in excess of coverage which Town may carry.
- **Other Insurance** Contractor shall procure and keep in force during the term of this Agreement workers' compensation and such other insurance as may be required by any law, ordinance or governmental regulation.
- **Copies of Certificates** Prior to commencement of work, Contractor shall furnish to Town certificates of insurance policies evidencing the required coverages.
- **Variations** Town reserves the right to approve variations in the above requirements upon request of Contractor if, in Town's opinion, such variations do not substantially affect Town's interests.

- 8. **Indemnification** Contractor covenants and agrees to indemnify, defend, save and hold Town, its officials and employees, harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of, or by any reason related to Contractor's acts or omissions in the performance of this Agreement. Contractor further agrees that its obligations to the Town under this paragraph include, but are not limited to, claims against the Town by Contractor's employees whether or not such claim is covered by workers compensation.

- 9. **Amendments** This Agreement may not be modified or amended, and no waiver of any terms, conditions, rights or remedies hereunder, shall be binding upon any party hereto without the prior written consent of both parties hereto. A waiver of any term or provision shall not be construed to be a waiver of any other term or provision. Specifically, but not by way of limitation, the subcontractors, the individual staff members of the Contractor, and their respective responsibilities, all as set forth in the Scope of Services, shall not be changed without the prior written consent of Town. Any written amendments to this Agreement shall become part of this Agreement.

- 10. **Termination** This Agreement may be terminated by either party, with or without cause, upon ten (10) days prior written notice to the other party. In the event of termination by Town, other than for reason of default by Contractor under this Agreement, Town shall be liable to pay Contractor all compensation earned up to the date of termination in accordance with the Scope of Services. Notwithstanding the above, Contractor shall not be relieved of liability to Town for damages sustained by Town by virtue of any default by Contractor under this Agreement.

- 11. **Assignment** Neither party may assign this Agreement without the express written consent of both parties.

- 12. **Notices** All notices, consents and communications required under this Agreement shall be in writing and shall be deemed effective when hand delivered, when sent by certified mail, return receipt requested, or when sent by electronic communication (facsimile), or when sent by electronic mail, and correctly addressed as follows:

If to Town: Town manager, Town of Dolores 601 Central Avenue, PO Box 630, Dolores, CO
 81323, (970) 882-7720

If to Contractor: Name: _____
 Address: _____
 Phone: _____
 Email: _____

- 13. **Benefit** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns.

- 14. **Governing Law** This Agreement shall be governed and construed in all respects and the rights of the parties hereto shall be determined in accordance with the laws of the State of Colorado. Any suits or claims arising out of this Agreement shall be filed in Montezuma County, Colorado.
- 15. **Compliance with Laws** In performing the services hereunder, Contractor shall ensure that Contractor and its employees comply with all applicable laws and regulations.
- 16. **Severability** If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not effect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.
- 17. **Preserved Claims** The obligations contained in Paragraph 8 of this Agreement shall survive the expiration or any termination of this contract.
- 18. **Sole Source Contracts, Amendment 54** To the extent this contract may be construed to be a "sole source contract" within the meaning of sections 15 through 17 of Article XXVIII of the Colorado Constitution, and to the extent these constitutional provisions have not been enjoined or invalidated by a court of competent jurisdiction, the requirements and limitations of these constitutional provisions are hereby incorporated in this contract.
- 19. **This Is Not an Exclusive Contract** Town may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder. Contractor may contract to perform similar work for others and is not expected to work exclusively for Town.
- 20. **Attorney Fees** In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the prevailing party for costs and reasonable attorney's fees.
- 21. **Confidentiality** Contractor agrees that any information received by Contractor during any furtherance of Contractor's obligations hereunder will be treated by Contractor as confidential and will not be revealed to other persons, firms or organizations.
- 22. **Governmental Immunity** Nothing in this Agreement shall be construed as a waiver of any governmental immunity available to Town under Colorado state statute or other law.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Town of Dolores, by: _____

Contractor, by: _____

Matthews Electric of Southwest Colorado, Inc.

Section 12, Item k.

ESTIMATE

Date	Estimate #
4/29/2024	24/913

13080 Road 27.6
Dolores, Colorado 81323

Name / Address
Town Of Dolores Post Office Box 630 420 Central Ave. Dolores, Colorado 81323 Fax:970-882-7466

ARCHITECT	Due Date	Date of Plans
NA	4/29/2024	NA

Description	Total
Electrical Cost estimate to upgrade service and consolidate power into two panels at Joe Rowell Park. Replace outdoor receptacles, install timer for baseball field lighting. New service will be by on single meter feeding a 400Amp main panel and a 200 Amp sub panel.	
Material	32,194.00
Labor	6,900.00
Electrical permit allowance	750.00
Material quote expires 5/2/2024	
Price does not include; Any dirwork, trenching, or concrete work.	

NOT RESPONSIBLE FOR DELAYS DUE TO MATERIAL, SHIPPING OR WEATHER
ANY DAMAGE TO TEMPORARY POWER OR LIGHTING WILL BE CHARGED ON A T&M BASIS.
SPECIALTY FANS AND FIXTURES MAY BE CHARGED ON A T&M BASIS.
BATHROOM FACILITY NEEDS TO BE PROVIDED.
HEAT NEEDS TO BE PROVIDED FOR WINTER JOB.
FUEL SURCHARGE MIGHT HAVE TO BE ADDED.
ANY ADDITIONS OR CHANGES WILL BE IN WRITING & SIGNED OFF BEFORE WE CAN PROCEED.

Total	\$39,844.00
_____ Signature	
Date	

**Town of Dolores
Resolution No R602
SERIES 2024**

A RESOLUTION AWARDING CONTRACT TO REPAIR LIGHTING SYSTEM IN JOE ROWELL PARK

WHEREAS, the Town of Dolores (the “Town”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Town Trustees find that an emergency exists with ball field lighting system in Joe Rowell Park in so far as it has come to the Town’s attention that the current system is unsafe and poses a risk of serious injury or death to anyone attempting to turn on or off ball field lights or otherwise comes into contact with the control panel; and,

WHEREAS, the ball field lights are in regular use by the public throughout the spring and summer by the public and the use of this facility is a matter of importance to the public and citizens of the Town of Dolores.; and,

WHEREAS, CRS Section 29-1-111 provides that the Board of Trustees, in cases of emergency which could not have been reasonably foreseen at the time of adoption of its budget, authorize an expenditure of funds in excess of the appropriations made in its adopted budget.

WHEREAS that the risk of severe injury or death to the public stemming from the recently discovered defect in the ballfield electrical system constitutes an emergency under CRS 29-1-111 requiring an extraordinary expenditure for repair.

WHEREAS due to the ongoing emergency and threat to public safety the Town finds good cause to immediately employ a qualified and licensed contractor to repair the electrical system without soliciting bids in accordance with Town policy.

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

Section 1. The Town Board of Trustees hereby awards a contract to repair and replace the electrical system for the ballfield lighting in Joe Rowell Park in the amount of \$39,844.00 as set forth in the bid attached hereto as Exhibit 1.

Section 2. The Town Board of Trustees appropriates and authorizes the expenditure of said funds set forth on Exhibit 1 and authorizes the Mayor and Manager to execute agreements such terms and conditions materially consistent with the award and bid requirements with the successful contractors.

Section 3. The Town Board of Trustees finds that said emergency expenditure could not have been reasonably foreseen when the 2024 budget was adopted and that said expenditure shall be

paid from the Town's general fund.

Section 3. This resolution shall become effective immediately upon its adoption by the Board of Trustees.

Passed, adopted, and approved May 28, 2024

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____, Town Clerk Tammy Neely

ORDINANCE NO 574

SERIES 2024

AN ORDINANCE AMENDING THE TERMS OF THE PLANNING AND ZONING COMMISSIONERS

WHEREAS, pursuant to CRS § 31-23-202 the Board of Trustees has the power to and is authorized to amend ordinances pertaining to the Town’s Planning and Zoning Commission.

WHEREAS, the Town of Dolores amended its ordinance establishing a Planning and Zoning Commission effective April 8, 2024;

WHEREAS the Town of Dolores, having sworn in a new Board of Trustees wishes to revisit that ordinance and amend the same in order to change the length of the Commissioner’s terms of office as set forth herein.

NOW THEREFORE, BE IT ORDAINED BY TOWN OF DOLORES BOARD OF TRUSTEES THAT section 2.08.010 to the Dolores Municipal Code shall be amended as follows:

Section 1. Sectio 2.08.019 of the Dolores Municipal Code is repealed and replaced in its entirety as follows:

2.08.010 - CREATED—MEMBERSHIP—FILLING OF VACANCIES.

- A. THERE IS CREATED A PLANNING AND ZONING COMMISSION FOR THE TOWN, CONSISTING OF FIVE MEMBERS, WHO SHALL BE RESIDENTS OF THE TOWN AND SHALL BE APPOINTED BY THE BOARD OF TRUSTEES.
- B. COMMISSIONERS SHALL BE APPOINTED TO SERVE TWO YEAR TERMS. TWO COMMISSIONER TERMS SHALL EXPIRE IN ODD YEARS AND THREE COMISSIONER TERMS SHALL EXPIRE IN EVEN YEARS AT THE FIRST REGULAR MEETING IN MAY.
- C. WHEN A VACANCY OCCURS, THE BOARD OF TRUSTEES SHALL APPOINT A NEW COMMISSIONER TO FILL THE VACANCY FOR THE REMAINDER OF THE TERM OF THE VACANT SEAT.
- D. IN ADDITION, THE MAYOR SHALL APPOINT TWO EX OFFICIO MEMBERS OF THE PLANNING AND ZONING COMMISSION FROM AMONG THE BOARD OF TRUSTEES. EX OFFICIO MEMBERS ARE NON-VOTING MEMBERS OF THE PLANNING AND ZONING COMMISSION AND ARE NOT COUNTED FOR PURPOSES OF DETERMINING A QUORUM.

Section 2. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 10th day of June, 2024, in the Town Board Chambers in Town Hall, Dolores, Colorado, at which time and place all persons may appear and be heard concerning the same.

Passed adopted and approved on the first reading this 28th day of May, 2024.

DOLORS BOARD OF TRUSTEES:

By: _____

Attest:

By: _____

Passed adopted and approved on the second and final reading this 10th day of June, 2024.

DOLORS BOARD OF TRUSTEES:

By: _____

Attest:

By: _____

ORDINANCE NO 575

SERIES 2024

AN ORDINANCE AMENDING SECTION 9.12.040 OF TITLE 9 OF THE DOLORES MUNICIPAL CODE PERTAINING TO PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGES

WHEREAS, Colorado Revised Statutes, § 31-15-401 grants general police powers to the Board of Trustees to promulgate ordinances for the health, safety, and welfare of the public, including regulation of lands owned by the Town within its corporate boundaries.

WHEREAS, there is a need to amend the Town’s ordinances pertaining to the public consumption of alcoholic beverages following the acquisition of the Dolores Community Center and situations where a liquor license holder must traverse public sidewalks to reach a licensed service area.

WHEREAS, the Board of Trustees, in order to promote the health, safety, and welfare of the public and regulate the public consumption of alcoholic beverages, wishes to amend Section 9.12.040 of the Dolores Municipal Code related to the public consumption of alcoholic beverages.

NOW THEREFORE, BE IT ORDAINED BY TOWN OF DOLORES BOARD OF TRUSTEES THAT Section 9.12.040 to the Dolores Municipal Code is amended as follows:

Section 1. Dolores Municipal Code Section 9.12.040 is repealed in its entirety and reenacted to as follows:

EXCEPT AS OTHERWISE EXPRESSLY PERMITTED BY A VALID A LIQUOR LICENSE OR SPECIAL EVENT PERMIT, IT IS UNLAWFUL FOR ANY PERSON TO:

- (1) DRINK OR CONSUME, OR PERMIT THE DRINKING OR CONSUMPTION OF, ANY ALCOHOLIC BEVERAGE OR ANY FERMENTED MALT BEVERAGE IN OR ABOUT ANY STREET, ALLEY, ROAD, HIGHWAY, SIDEWALK, AUTOMOBILE PARKING LOT, PARK OR PUBLIC PLACE, OR STORE THAT DOES NOT HAVE A LIQUOR LICENSE, OR INSIDE VEHICLES WHILE UPON STREETS, ALLEYS, ROADS, HIGHWAYS OR AUTOMOBILE PARKING LOTS.
- (2) HAVE IN HIS OR HER POSSESSION ANY OPEN CONTAINER CONTAINING ANY ALCOHOLIC BEVERAGE OR ANY FERMENTED MALT BEVERAGE IN OR ABOUT ANY STREET, ALLEY, ROAD, HIGHWAY, SIDEWALK, AUTOMOBILE PARKING LOT, PARK OR PUBLIC PLACE, OR STORE THAT DOES NOT HAVE A LIQUOR LICENSE, OR INSIDE VEHICLES WHILE UPON STREETS, ALLEYS, ROADS, HIGHWAYS OR AUTOMOBILE PARKING LOTS.

OPEN CONTAINERS OF FERMENTED MALT BEVERAGES OR VINOUS LIQUORS MAY BE CARRIED OR HAD IN POSSESSION OF AND MAY BE CONSUMED BY PERSONS INSIDE OF THE OF THE DOLORES COMMUNITY AT 400 RIVERSIDE CONSISTENT

WITH SUCH POLICIES FOR THE USE OF THE COMMUNITY CENTER AS MAY BE ADOPTED BY THE BOARD OF TRUSTEES BY RESOLUTION.

Section 2. The Town Trustees hereby finds, determine, and declare that this Ordinance is promulgated under the general police power of the Town of Dolores, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Trustees further determine that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. This Ordinance shall take effect immediately upon adoption. The Town of Dolores Board of Trustees hereby finds, determines, and declares this ordinance is necessary for immediate preservation of the health, safety, and welfare of its citizens.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 10th day of June 2024, in the Town Board Chambers in Town Hall, Dolores, Colorado, at which time and place all persons may appear and be heard concerning the same.

Passed adopted and approved on the first reading this 28th day of May 2024.

DOLORS BOARD OF TRUSTEES:

By: _____
Mayor Chris Holkestad

By: _____
Town Clerk Tammy Neely

Passed adopted and approved on the second and final reading this 10th day of June 2024.

DOLORIS BOARD OF TRUSTEES:

By: _____

Mayor Chris Holkestad

Attest:

By: _____
Town Clerk Tammy Neely

ORDINANCE NO 576

SERIES 2024

**AN ORDINANCE AMENDING CHAPTER 2 OF THE DOLORES MUNICIPAL CODE
PERTAINING TO THE TOWN MANAGER**

WHEREAS, Colorado Revised Statutes, § 31-15-401 grants general police powers to the Board of Trustees to promulgate ordinances for the health, safety, and welfare of the public, including regulation of lands owned by the Town within its corporate boundaries.

WHEREAS, Colorado Revised Statute 31-4-304 authorizes the Board of Trustees to employ a “Town Administrator” which term this Town has used interchangeably with the term “Town Manager.”

WHEREAS, there is a need to amend the Town’s ordinances include provisions setting forth the duties and role of the Town Manager which are absent from the Municipal Code.

NOW THEREFORE, BE IT ORDAINED BY TOWN OF DOLORES BOARD OF TRUSTEES THAT Chapter 2 of to the Dolores Municipal Code is amended as follows:

Section 1. The following Sections are added and adopted to Chapter 2 of the Dolores Municipal Code:

2.04.010. PURPOSE.

THE TERM “TOWN MANAGER” IN THIS CODE SHALL HAVE THE SAME MEANING AS “TOWN ADMINISTRATOR” UNDER ARTICLE FOUR OF TITLE 31 OF THE COLORADO REVISED STATUTES. THE PURPOSE OF THESE SECTIONS OF CHAPTER 2 IS TO ESTABLISH THE OFFICE OF TOWN MANAGER. NOTHING IN THIS DIVISION SHALL IMPAIR THE RESPONSIBILITY OF THE BOARD OF TRUSTEES FOR THE OVERALL OPERATION OF THE TOWN GOVERNMENT PROVIDED BY THE LAWS OF THE STATE.

2.04.020 OFFICE OF TOWN MANAGER CREATED.

THERE IS CREATED THE POSITION OF TOWN MANAGER, WHICH POSITION MAY BE FILLED BY THE BOARD OF TRUSTEES IN THE EVENT THAT IT BELIEVES SUCH A POSITION IS NECESSARY FOR THE EFFICIENT MANAGEMENT AND OPERATION OF THE TOWN.

2.04.030. QUALIFICATIONS AND COMPENSATION.

SHOULD THE BOARD OF TRUSTEES ELECT TO APPOINT A TOWN MANAGER, THE APPOINTMENT SHALL BE ACCOMPLISHED BY A MAJORITY VOTE OF THE BOARD OF TRUSTEES. THE BOARD OF TRUSTEES SHALL FIX THE TOWN MANAGER'S COMPENSATION, AND THE TOWN MANAGER SHALL BE CHOSEN ON THE BASIS OF

HIS OR HER EXECUTIVE AND ADMINISTRATIVE QUALIFICATIONS, WITH SPECIAL CONSIDERATION BEING GIVEN TO EXPERIENCE AND KNOWLEDGE.

2.04.040. REMOVAL OF TOWN MANAGER.

THE TOWN MANAGER SERVES AT THE PLEASURE OF THE BOARD OF TRUSTEES AND MAY BE REMOVED AT THE PLEASURE OF THE BOARD OF TRUSTEES BY A MAJORITY VOTE SUBJECT TO ANY WRITTEN CONTRACT WITH THE TOWN MANAGER.

2.04.050. POWERS AND DUTIES.

THE TOWN MANAGER SHALL BE THE CHIEF OPERATING AND ADMINISTRATIVE OFFICER OF THE TOWN. THE TOWN MANAGER SHALL BE RESPONSIBLE TO THE BOARD OF TRUSTEES FOR THE PROPER ADMINISTRATION OF ALL AFFAIRS OF THE TOWN PLACED IN THE TOWN MANAGER'S CHARGE. EXCEPT AS OTHERWISE PROVIDED BY THE LAWS OF THE STATE OR BY ORDINANCES NOT INCONSISTENT WITH THIS DIVISION, THE TOWN MANAGER SHALL:

- (1) PROVIDE FOR THE ENFORCEMENT OF THE LAWS, RULES, REGULATIONS, ORDINANCES AND OTHER ENACTMENTS OF THE TOWN.
- (2) BE RESPONSIBLE FOR THE EFFICIENT OPERATION OF THE ADMINISTRATIVE AFFAIRS OF THE TOWN.
- (3) MAKE RECOMMENDATIONS FOR THE HIRING, SUSPENSION, DISCIPLINE, TRANSFER AND REMOVAL OF TOWN EMPLOYEES.
- (4) RECOMMEND PERSONNEL RULES AND REGULATIONS GOVERNING THE EMPLOYEES OF THE TOWN AND ENFORCE SUCH PERSONNEL RULES AND REGULATIONS APPROVED BY THE BOARD OF TRUSTEES.
- (5) BE RESPONSIBLE FOR THE SUPERVISION AND DIRECTION OF THE TOWN CLERK AND ALL OTHER EMPLOYEES OF THE TOWN.
- (6) CAUSE A PROPOSED BUDGET TO BE PREPARED AND SUBMITTED TO THE BOARD OF TRUSTEES ANNUALLY, IN A TIMELY MANNER, AND BE RESPONSIBLE FOR THE ADMINISTRATION OF THE BUDGET AFTER ITS ADOPTION.
- (7) KEEP THE BOARD OF TRUSTEES FULLY ADVISED AT ALL TIMES AS TO THE FINANCIAL CONDITION OF THE TOWN.
- (8) RECOMMEND TO THE BOARD OF TRUSTEES THE ADOPTION OF SUCH MEASURES AS HE MAY DEEM NECESSARY AND ATTEND ALL BOARD OF TRUSTEES MEETINGS.

- (9) RECOMMEND TO THE BOARD OF TRUSTEES THE PURCHASE, HIRE OR ACQUISITION OF EQUIPMENT, SUPPLIES AND SPECIAL SERVICES NECESSARY FOR THE ROUTINE ADMINISTRATION OF THE TOWN.
- (10) WORK WITH THE PLANNING COMMISSION, SERVING AS AN EX OFFICIO MEMBER, AND PERFORM SUCH TASKS CONSISTENT WITH THAT RESPONSIBILITY ASSIGNED BY THE BOARD OF TRUSTEES AS MAY HELP THE PLANNING COMMISSION CARRY OUT ITS DUTIES.
- (11) RECEIVE AND REVIEW PUBLIC COMPLAINTS AND INQUIRIES AND GATHER SUCH INFORMATION AS NECESSARY FOR APPRAISAL BY THE BOARD OF TRUSTEES.
- (12) PROVIDE THE TOWN ATTORNEY SUCH REPORTS, DOCUMENTS AND FACTS AS DEEMED NECESSARY FOR THE TOWN ATTORNEY TO ADEQUATELY ADVISE AND REPRESENT THE BOARD OF TRUSTEES.
- (13) PERFORM SUCH OTHER DUTIES AS MAY BE PRESCRIBED BY THE BOARD OF TRUSTEES WHICH ARE NOT INCONSISTENT WITH THE LAWS OF THE STATE.

2.04.060. BOARD OF TRUSTEES TO NOT INTERFERE WITH ADMINISTRATIVE FUNCTIONS.

NEITHER THE MAYOR NOR ANY MEMBER OF THE BOARD OF TRUSTEES SHALL DICTATE OR INTERFERE WITH THE DUTIES OF THE TOWN MANAGER, EXCEPT AS EXPRESSLY PROVIDED BY STATE LAW, NOR SHALL ANY MEMBER OF THE BOARD OF TRUSTEES PREVENT OR INTERFERE WITH THE TOWN MANAGER OR ANY EMPLOYEE OF THE TOWN IN THE EXERCISE OF HIS OR HER JUDGMENT IN PERFORMANCE OF HIS OR HER ASSIGNED MUNICIPAL RESPONSIBILITIES. THE BOARD OF TRUSTEES AND ITS MEMBERS SHALL DEAL WITH THE ADMINISTRATIVE SERVICES OF THE TOWN SOLELY THROUGH THE TOWN MANAGER. NEITHER THE MAYOR, THE BOARD OF TRUSTEES NOR ITS MEMBERS SHALL GIVE ORDERS OR REPRIMANDS TO ANY EMPLOYEE OR SUBORDINATE OF THE TOWN. THE TOWN MANAGER SHALL BE HELD ACCOUNTABLE TO THE MAYOR AND THE BOARD OF TRUSTEES FOR HIS OR HER ACTIONS AND THAT OF HIS OR HER SUBORDINATES, AND THE MAYOR AND BOARD OF TRUSTEES RETAIN THE PREROGATIVE OF REQUIRING THE TOWN MANAGER TO MAKE VERBAL OR WRITTEN REPORTS CONCERNING HIS OR HER ACTIVITIES, THOSE OF HIS OR HER SUBORDINATES AND THE ADMINISTRATIVE SERVICE UNDER HIS OR HER CHARGE.

Section 2. The Town Trustees hereby finds, determine, and declare that this Ordinance is promulgated under the general police power of the Town of Dolores, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Trustees further determine that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. This Ordinance shall take effect immediately upon adoption. The Town of Dolores Board of Trustees hereby finds, determines, and declares this ordinance is necessary for immediate preservation of the health, safety, and welfare of its citizens.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 10th day of June 2024, in the Town Board Chambers in Town Hall, Dolores, Colorado, at which time and place all persons may appear and be heard concerning the same.

Passed adopted and approved on the first reading this 28th day of May 2024.

DOLORS BOARD OF TRUSTEES:

By: _____
Mayor Chris Holkestad

By: _____
Town Clerk Tammy Neely

Passed adopted and approved on the second and final reading this 10th day of June 2024.

DOLORS BOARD OF TRUSTEES:

By: _____
Mayor Chris Holkestad

Attest:

By: _____
Town Clerk Tammy Neely