

**TOWN OF BOW MAR**  
**OFFICIAL NOTICE AND AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES**

DATE: Monday, June 15, 2026  
TIME: 6:00 p.m.  
PLACE: Columbine Valley Town Hall  
2 Middlefield Road  
Columbine Valley, CO 80123

Board Meeting

The regular meeting of the Board of Trustees of the Town of Bow Mar will begin at 6:00 p.m.

Call to Order, Roll Call and Pledge of Allegiance – Bryan Sperry

Agenda

- Approve Agenda

Public Comment

- Speakers must sign in with the Clerk (comments are limited to 3 minutes)

Update Regarding Gate Installation and Traffic Calming Project

Variance

- To Consider an Application for a Variance by the Property Owner at 5120 Juniper St., Littleton, CO 80123, From the Zoning Restriction that Limits Site/ Retaining Wall Height (enclosure)

Consent Agenda

- Treasurer’s Report and Payments Approval

Commissioner’s Report

Public Safety	Mease, Cottrell (enclosure)
Finance	Chrisman
Building	Carlson (enclosure)
Parks and Recreation	Hinton
Public Works	Peterson
Intergovernmental	Osbourne-Manning

Clerk's Comments

- Next Regular Meeting is scheduled for Monday, July 20, 2026

Attorney's Report

Mayor's Report

New Business

- To Review and Consider the Updated Quote Submitted by Wizard Works Security Systems, Inc. for the Cost Related to the Design, Construction, and Installation of Gates at Sheridan Boulevard and Prospect Drive Pursuant to the Service Agreement Adopted on May 27, 2026 (enclosure)
- To Review and Consider the Quote Submitted by Concrete Express, Inc., as Subcontractor to Wizard Works Security System, Inc., for Concrete Work Related to the Construction and Installation of Gates at Sheridan Boulevard and Prospect Drive (enclosure)
- To Review and Consider the Resident Cost Preferential Contract with Allied Waste d/b/a Republic Trash (enclosure)
- Review and Approve Service Agreement for Terry Weis Building Inspections (enclosure)

Adjournment

## BOW MAR Design Review

5120 Juniper St

Fuller Residence

Variance Request

May 12, 2026 at 7:00 pm

### **Meeting Notes:**

- The homeowner presented plans to change materials for retaining walls
- Previously rock walls were to be built and now brick will be used with a foundation
- Due to foundation location inside the setback a variance is required

### **DRB response:**

-None

### **Outstanding/Not Approved Items**

-None

### **Approval**

- The DRB supports a variance for Town Trustees consideration
- Should any changes need to be made, different than this application, you must contact Mat Birkeness before proceeding with work. [mbirkeness@crsofcolorado.com](mailto:mbirkeness@crsofcolorado.com)
- DRB approval is valid for 180 days; should a project not begin within that timeframe, DRB approval is required again.
- All DRB approvals are subject to Town of Bow Mar ordinances the applicant must adhere to







# Columbine Valley Police Department

**Serving Bow Mar**  
 2 Middlefield Rd. Columbine Valley, Colorado 80123  
[www.columbinevalley.org](http://www.columbinevalley.org)  
 (303) 795-1434 Fax (303) 795-7325

## Columbine Valley P.D. Monthly Report For May 2026

Full Time Positions	6 of 6
Part Time Positions	3 of 5
Regular hours	970
OT hours worked	56
Off Duty	0
PTO	48

### May 2026 Violations

Charges For the Date Range 5/1/2026 Thru 5/31/2026

Qty	Charge
6	1409 COMPULSORY INSURANCE:
6	1101(2)(H) SPEEDING 10 - 19 MPH OVER (33/20):
5	1101(2)(H) SPEEDING 10 - 19 MPH OVER (36/20):
5	1101(2)(H) SPEEDING 10 - 19 MPH OVER (32/20):
4	703(3) FAIL TO STOP AT A STOP SIGN:
4	1101(2)(H) SPEEDING 10 - 19 MPH OVER (35/20):
3	BMC 10-72 TRESPASSING:
3	1214(B) ON STREET PARKING PROHIBITED (3-6 A.M.):
3	1101(2)(H) SPEEDING 10 - 19 MPH OVER:
3	1101(2)(H) SPEEDING 10 - 19 MPH OVER (34/20):
2	1416 REGISTRATION VIOLATION:
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (50/35):
1	604 TRAFFIC CONTROL SIGNAL:
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (64/45):
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (48/35):
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (39/20):
1	1101(2)(H) SPEEDING 10 - 19 MPH OVER (56/45):
1	1416 REGISTRATION VIOLATION (07/2024):
<b>51</b>	<b>Total Number of Violations Issued</b>

# Monthly Case # Report

Case Number	Event Date	Situation Reported
CV26-000055	05/02/2026 01:09:18 PM	Trespass to Property
CV26-000056	05/12/2026 04:54:53 PM	Criminal Mischief
CV26-000057	05/15/2026 06:15:04 PM	Harassment
CV26-000058	05/19/2026 12:46:15 PM	DOMESTIC VIOLENCE VERBAL IP
CV26-000059	05/28/2026 12:12:08 PM	Criminal Mischief

## Problem Type Summary

11:51 AM 6/11/2026

Data Source: Data Warehouse

**Agency:** ACSO

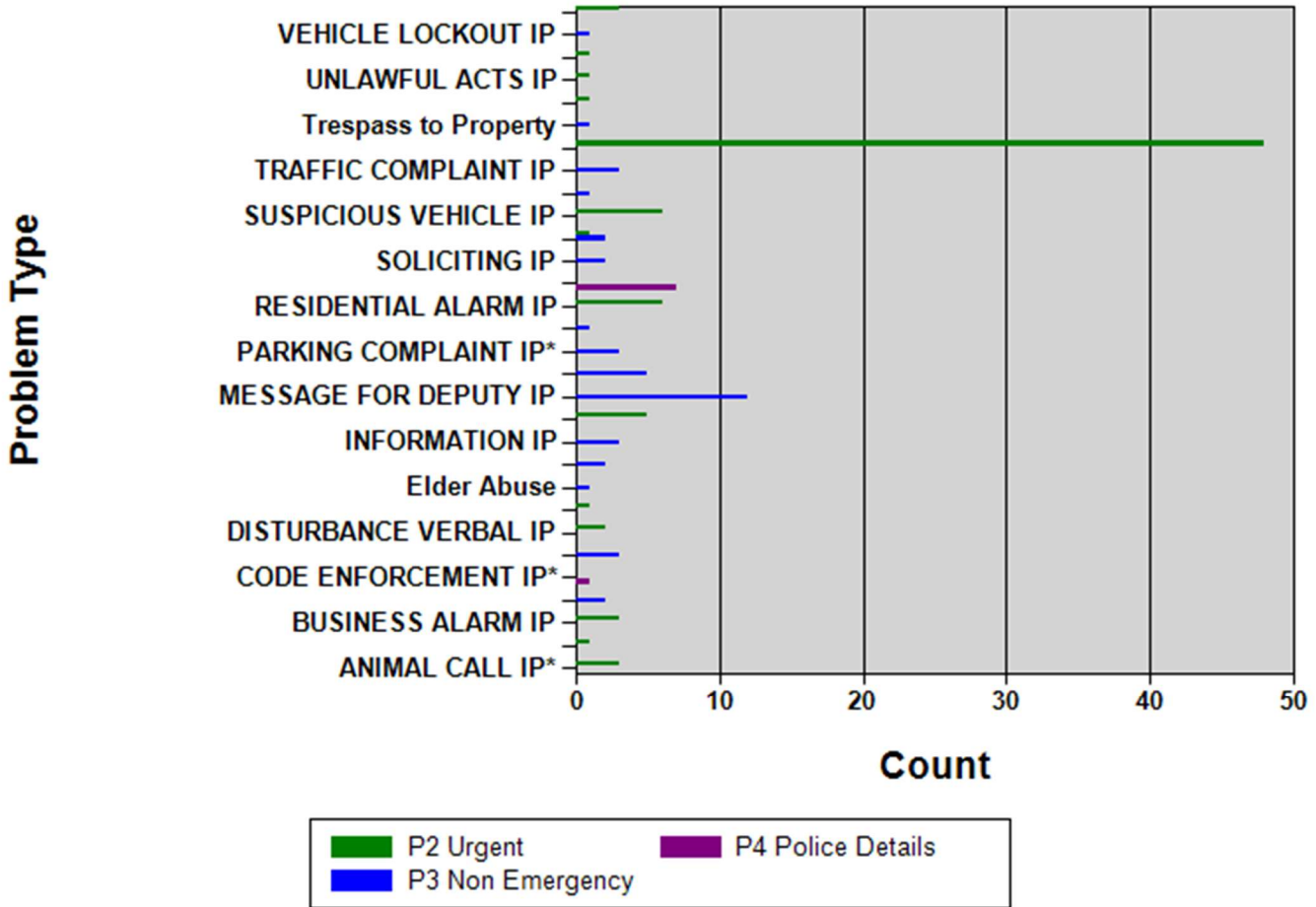
**Division:** Bow Mar, Bow Mar Inactive Personnel, Columbine Valley, Columbine Valley Inactive Pers

**Day Range:** Date From 5/1/2026 To 5/31/2026

**Exclusion:**

- Calls canceled before first unit assigned
- Calls canceled before first unit at scene

Select a format [Excel](#) [Acrobat \(PDF\) file](#) [Export](#)



Priority	Description
1	P1 Emergent
2	P2 Urgent
3	P3 Non Emergency
4	P4 Police Details
5	P5 On View
6	P6 Phone
7	P7 Dispatch

8	P8 CAD Test Record
9	P9 Call on Hold

Problem Type	Priority									Total
	1	2	3	4	5	6	7	8	9	
911 HANGUP IP										
ABANDONED VEHICLE IP*										
ACCIDENT ALERT IP										
ANIMAL CALL IP*		<u>3</u>								<u>3</u>
Assault										
ASSIST TO OTHER AGENCY IP		<u>1</u>								<u>1</u>
Auto Theft										
AUTO THEFT IP										
Burglary										
Burglary Attempt										
BURGLARY ATTEMPT IP										
BURGLARY IP										
BUSINESS ALARM IP		<u>3</u>								<u>3</u>
BUSINESS CHECK IP*										
CANCEL RUNAWAY IP										
Child Abuse										
CHILD ABUSE IP										
CITIZEN ASSIST IP			<u>2</u>							<u>2</u>
CODE ENFORCEMENT IP*				<u>1</u>						<u>1</u>
Criminal Impersonation										
CRIMINAL IMPERSONATION IP										
Criminal Mischief			<u>3</u>							<u>3</u>
CRIMINAL MISCHIEF IP										
Criminal Tampering										
CRIMINAL TAMPERING IP										
DEAD ON ARRIVAL IP										
DISORDERLY CONDUCT IP										
Disturbance Physical										
DISTURBANCE PHYSICAL IP										
Disturbance Verbal										
DISTURBANCE VERBAL IP		<u>2</u>								<u>2</u>
Domestic Violence Physical										
DOMESTIC VIOLENCE PHYSICAL IP										
Domestic Violence Verbal										
DOMESTIC VIOLENCE VERBAL IP		<u>1</u>								<u>1</u>
Drug Violation										
DRUG VIOLATION IP										
DRUNK SUBJECT IP										
DUI IP										
Elder Abuse			<u>1</u>							<u>1</u>
ELDER ABUSE IP										
ELUDING IP										
FIREWORKS IP										
FOUND PERSON IP										
FOUND PROPERTY IP*										
Fraud										
FRAUD IP										
Harassment			<u>2</u>							<u>2</u>
HARASSMENT IP										
Hate Crime										
HATE CRIME IP										
HOME CHECK IP*										

Identity Theft										
IDENTITY THEFT IP										
IMPOUNDED VEHICLE IP										
INFORMATION IP			<u>3</u>							<u>3</u>
Injury Accident										
INJURY ACCIDENT IP										
INTIMIDATING A WITNESS IP										
KEEP THE PEACE IP*										
LIQUOR VIOLATION IP										
LOUD NOISE COMPLAINT IP										
MEDICAL IP		<u>5</u>								<u>5</u>
Menacing										
MENACING IP										
MENTAL SUBJECT IP										
MESSAGE FOR DEPUTY IP			<u>12</u>							<u>12</u>
MISSING CHILD IP										
Missing Person										
MISSING PERSON IP										
OBSTRUCTION IP										
ODOR INVESTIGATION IP										
OPEN DOOR IP*			<u>5</u>							<u>5</u>
OVERSIZED VEHICLE IP*										
PARKING COMPLAINT IP*			<u>3</u>							<u>3</u>
POSS SHOTS FIRED IP										
Property Accident			<u>1</u>							<u>1</u>
PROPERTY ACCIDENT IP										
PUFFING VEHICLE IP*										
RECOVERED STOLEN PROPERTY IP										
RECOVERED STOLEN VEHICLE IP										
REDI REPORT IP										
REPOSSESSED VEHICLE IP										
RESIDENTIAL ALARM IP		<u>6</u>								<u>6</u>
Restraining Order Vio										
RESTRAINING ORDER VIO IP										
Robbery										
ROBBERY IP										
Runaway										
RUNAWAY IP										
SAFE 2 TELL										
SELECTIVE ENFORCEMENT IP*					<u>7</u>					<u>7</u>
Sex Assault										
SEX ASSAULT IP										
Sex Crime										
SEX CRIME IP										
Shots Fired										
SHOTS FIRED IP										
SOLICITING IP			<u>2</u>							<u>2</u>
Suicide Attempt										
SUICIDE ATTEMPT IP										
SUICIDE COMPLETED IP										
SUICIDE THREAT IP										
SUSPICIOUS CIRCUMSTANCE IP										
SUSPICIOUS PERSON IP		<u>1</u>	<u>2</u>							<u>3</u>
SUSPICIOUS VEHICLE IP		<u>6</u>								<u>6</u>
Theft										
Theft from Motor Vehicle										
THEFT FROM MOTOR VEHICLE IP										

THEFT IP									
TRAFFIC ARREST IP									
Traffic Complaint			<u>1</u>						<u>1</u>
TRAFFIC COMPLAINT IP			<u>3</u>						<u>3</u>
TRAFFIC OBSTRUCTION IP									
TRAFFIC STOP IP		<u>48</u>							<u>48</u>
TRANSPORT IP									
Trespass to Property			<u>1</u>						<u>1</u>
TRESPASS TO PROPERTY IP		<u>1</u>							<u>1</u>
Trespass to Vehicle									
TRESPASS TO VEHICLE IP									
UNKNOWN INJURY ACCIDENT IP									
UNLAWFUL ACTS IP		<u>1</u>							<u>1</u>
UNWANTED SUBJECT IP		<u>1</u>							<u>1</u>
VEHICLE LOCKOUT IP			<u>1</u>						<u>1</u>
VIN VERIFICATION IP									
WALK UP IP									
WARRANT ARREST IP									
WARRANT PICKUP IP									
Weapons Violation									
WEAPONS VIOLATION IP									
WELFARE CHECK IP		<u>3</u>							<u>3</u>
ZZ-Animal Call									
ZZ-Suspicious Person									
ZZ-Suspicious Vehicle									
ZZ-Unwanted Subject									
ZZ-ZONING IP									
<b>Total</b>		<u>82</u>	<u>42</u>	<u>8</u>					<u>132</u>

## Bow Mar Calls For Service

<u>Incident</u>	<u>Case Numbers</u>	<u>Units</u>	<u>Problem</u>	<u>Address</u>	<u>Response Date</u>
<a href="#">BM2026-0000106</a>		410	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	5/1/2026 16:31
<a href="#">BM2026-0000107</a>		406	JUVENILE COMPLAINT IP	PINYON DR / SKY TRL	5/1/2026 20:07
<a href="#">BM2026-0000108</a>		406, COM1	Traffic Complaint	ASPEN DR / BOW MAR DR	5/1/2026 20:15
<a href="#">BM2026-0000109</a>		403	TRAFFIC STOP IP	S SHERIDAN BLVD / LONGHORN	5/2/2026 11:57
<a href="#">BM2026-0000110</a>		403	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	5/2/2026 12:09
<a href="#">BM2026-0000111</a>		403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	5/2/2026 12:32
<a href="#">BM2026-0000112</a>		403	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	5/2/2026 12:44
<a href="#">BM2026-0000113</a>		403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	5/2/2026 12:58
<a href="#">BM2026-0000114</a>		405	SUSPICIOUS VEHICLE IP	4895 PINYON ST	5/2/2026 23:18
<a href="#">BM2026-0000115</a>		406	SELECTIVE ENFORCEMENT IP*	S SHERIDAN BLVD / BOW MAR DR	5/4/2026 13:13
<a href="#">BM2026-0000116</a>		406	FOLLOW UP IP*	5500 RIDGE TRL	5/5/2026 10:51
<a href="#">BM2026-0000117</a>			RESIDENTIAL ALARM IP	4801 W WAGONTRAIL RD	5/6/2026 10:02
<a href="#">BM2026-0000118</a>		406	SELECTIVE ENFORCEMENT IP*	4600 S SHERIDAN BLVD	5/7/2026 10:51
<a href="#">BM2026-0000119</a>		406	TRAFFIC STOP IP	S SHERIDAN BLVD / RIDGE TRL	5/7/2026 11:10
<a href="#">BM2026-0000120</a>		403, 406	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	5/7/2026 13:52
<a href="#">BM2026-0000121</a>		403	TRAFFIC STOP IP	4600 S SHERIDAN BLVD	5/8/2026 11:20
<a href="#">BM2026-0000122</a>		403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	5/8/2026 11:34
<a href="#">BM2026-0000123</a>		403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	5/8/2026 11:47
<a href="#">BM2026-0000124</a>		403	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	5/8/2026 11:58
<a href="#">BM2026-0000125</a>		401	HOUSING IMPAIRED SUBJ*	4895 PINYON ST	5/11/2026 7:08
<a href="#">BM2026-0000126</a>		404	TRAFFIC STOP IP	5005 BOW MAR DR	5/11/2026 15:17
<a href="#">BM2026-0000127</a>		404	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	5/11/2026 15:56
<a href="#">BM2026-0000128</a>		404	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	5/12/2026 15:27
<a href="#">BM2026-0000129</a>		404	TRAFFIC STOP IP	BOW MAR DR / ASPEN DR	5/12/2026 15:59
<a href="#">BM2026-0000130</a>		403	ATTEMPT TO CONTACT IP*	5500 RIDGE TRL	5/15/2026 11:17
<a href="#">BM2026-0000131</a>		403	TRAFFIC STOP IP	RIDGE TRL / S SHERIDAN BLVD	5/15/2026 12:24
<a href="#">BM2026-0000132</a>		403	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	5/15/2026 12:38
<a href="#">BM2026-0000133</a>		403	TRAFFIC STOP IP	4400 S SHERIDAN BLVD	5/15/2026 12:49
<a href="#">BM2026-0000134</a>		403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	5/15/2026 13:12

## Bow Mar Calls For Service

<a href="#">BM2026-0000135</a>	403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	5/15/2026 13:29
<a href="#">BM2026-0000136</a>	403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	5/15/2026 13:45
<a href="#">BM2026-0000137</a>	403	JUVENILE COMPLAINT IP	5395 LAKESHORE DR	5/15/2026 14:39
<a href="#">BM2026-0000139</a>	403	FOLLOW UP IP*	5395 LAKESHORE DR	5/15/2026 19:22
<a href="#">BM2026-0000140</a>	402	MESSAGE FOR DEPUTY IP	4465 SOMBRERO CIR	5/16/2026 7:48
<a href="#">BM2026-0000141</a>	403	JUVENILE COMPLAINT IP	4445 LONGHORN	5/16/2026 17:16
<a href="#">BM2026-0000142</a>	403	SUSPICIOUS VEHICLE IP	5500 RIDGE TRL	5/17/2026 13:57
<a href="#">BM2026-0000143</a>	401	TRAFFIC COMPLAINT IP	BOW MAR DR / RIDGE TRL	5/18/2026 7:56
<a href="#">BM2026-0000144</a>	401	SUSPICIOUS PERSON IP	5340 SOMBRERO	5/19/2026 8:52
<a href="#">BM2026-0000145</a>	CV26-0000058 401	DOMESTIC VIOLENCE VERBAL IP	[REDACTED]	5/19/2026 12:46
<a href="#">BM2026-0000146</a>	401	WELFARE CHECK IP	5500 RIDGE TRL	5/19/2026 13:43
<a href="#">BM2026-0000147</a>	406	MESSAGE FOR DEPUTY IP	4740 BOW MAR DR	5/19/2026 20:13
<a href="#">BM2026-0000148</a>	403	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	5/21/2026 11:25
<a href="#">BM2026-0000149</a>	403	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	5/21/2026 11:36
<a href="#">BM2026-0000150</a>	403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	5/21/2026 11:54
<a href="#">BM2026-0000151</a>	403	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	5/21/2026 12:14
<a href="#">BM2026-0000152</a>	405	UNLAWFUL ACTS IP	4581 SUMAC LN	5/21/2026 19:58
<a href="#">BM2026-0000153</a>	405	RESIDENTIAL ALARM IP	4440 SOMBRERO CIR	5/22/2026 1:55
<a href="#">BM2026-0000154</a>	405	SUSPICIOUS VEHICLE IP	5415 RIDGE TRL	5/23/2026 19:55
<a href="#">BM2026-0000155</a>	403	TRAFFIC STOP IP	S SHERIDAN BLVD / W TUFTS AVE	5/24/2026 10:04
<a href="#">BM2026-0000156</a>	403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	5/24/2026 10:18
<a href="#">BM2026-0000157</a>	403	TRAFFIC STOP IP	S SHERIDAN BLVD / YELLOWSTONE ST	5/24/2026 10:33
<a href="#">BM2026-0000158</a>	405	DISTURBANCE VERBAL IP	4990 BOW MAR DR	5/25/2026 0:04
<a href="#">BM2026-0000159</a>	406	MESSAGE FOR DEPUTY IP	5400 RIDGE TRL	5/26/2026 11:17
<a href="#">BM2026-0000160</a>	406	COMMUNITY CONTACT IP*	5395 LAKESHORE DR	5/26/2026 16:49
<a href="#">BM2026-0000161</a>	406	SELECTIVE ENFORCEMENT IP*	S SHERIDAN BLVD / RIDGE TRL	5/27/2026 13:22
<a href="#">BM2026-0000162</a>	406	TRAFFIC STOP IP	BOW MAR DR / S SHERIDAN BLVD	5/27/2026 13:43
<a href="#">BM2026-0000163</a>	403	Harassment	[REDACTED]	5/29/2026 12:20
<a href="#">BM2026-0000164</a>	406	SELECTIVE ENFORCEMENT IP*	S SHERIDAN BLVD / RIDGE TRL	5/30/2026 13:06
<a href="#">BM2026-0000165</a>	406	TRAFFIC STOP IP	S SHERIDAN BLVD / RIDGE TRL	5/30/2026 13:31

## Bow Mar Calls For Service

<a href="#">BM2026-0000168</a>	403	TRAFFIC STOP IP	W TUFTS AVE / S SHERIDAN BLVD	5/31/2026 12:20
<a href="#">BM2026-0000169</a>	403	TRAFFIC STOP IP	4400 S SHERIDAN BLVD	5/31/2026 12:43
<a href="#">BM2026-0000170</a>	403	MESSAGE FOR DEPUTY IP	5201 BOW MAR DR	5/31/2026 12:53
<a href="#">CV2026-0000353</a>	402	FOLLOW UP IP*	5500 RIDGE TRL	5/2/2026 7:33
<a href="#">CV2026-0000384</a>	406	WELFARE CHECK IP	5500 RIDGE TRL	5/11/2026 19:28
<a href="#">CV2026-0000392</a>	406	UNWANTED SUBJECT IP	5500 RIDGE TRL	5/13/2026 17:21
<a href="#">CV2026-0000395</a>	402, 403	FOLLOW UP IP*	5500 RIDGE TRL	5/15/2026 11:17
<a href="#">CV2026-0000396</a>	403	TRESPASS TO PROPERTY IP	5395 LAKESHORE DR	5/15/2026 17:06
<a href="#">CV2026-0000397</a>	CV26-0000057 403	Harassment	5395 LAKESHORE DR	5/15/2026 18:15
<a href="#">CV2026-0000398</a>	405	JUVENILE COMPLAINT IP	5395 LAKESHORE DR	5/15/2026 22:11
<a href="#">CV2026-0000401</a>	402, 403	FOLLOW UP IP*	5500 RIDGE TRL	5/16/2026 10:46
<a href="#">CV2026-0000406</a>	401	CODE ENFORCEMENT IP*	5500 RIDGE TRL	5/18/2026 11:12
<a href="#">CV2026-0000421</a>	405	JUVENILE COMPLAINT IP	5395 LAKESHORE DR	5/23/2026 0:47
<a href="#">CV2026-0000423</a>	403	FOLLOW UP IP*	4800 W WAGONTRAIL RD	5/23/2026 19:19

**TOWN OF BOW MAR**  
**Building Permits Issued May 1-May 31, 2026**

Date	Permit #	Address	Resident Name	Work Done	Permit cost	Valuation
6-May	3212	5255 Skytrail	MEASE	Windowreplacement	\$ 2,008.50	\$ 79,523.00
15-May	3213	5550 So King Crest	O'Brien	repair gas line	\$ 629.50	\$ 376,700.00
15-May	3214	5425 Sunset	McKenna	permit extention- 6 months	\$ 629.50	\$ 3,767.00
21-May	3217	5050 Pinyon	Schuessler	New Roof	\$ 1,314.00	\$ 41,250.00
26-May	3218	5415 Sombrero	Carney	relocated gas lines	\$ 106.75	\$ 1,200.00
29-May	3220	5441 Prospect	Mower	outdoor pavilion	\$ 1,563.00	\$ 52,220.20
<b>Total Permit Fees</b>					<b>\$ 6,251.25</b>	<b>554,660.20</b>

**Licence Fees**

7-May	3211	5255 Skytrail	Renewal by Anderson	general contractor	\$ 160.00	
8-May			Altitude Landscape	general contractor	\$ 160.00	
8-May			Hynes Plumbing	Plumbing	\$ 100.00	
8-May			Z-Craft	Roofing	\$ 100.00	
19-May			ultimate heating and coolin	mechanical	\$ 100.00	
21-May	3217	5050 Pinyon	Celtic Roofing	Roofing	\$ 100.00	
29-May	3220	5441 Prospect	Premium Deck and Pergolas	general contractor	\$ 160.00	
			otto's Plumbing	Plumbing	\$ 100.00	
<b>Total Licence Fees</b>					<b>\$ 980.00</b>	

**Transportation Utility Fee**

7-May	3211	5355 Skytrail Drive	Mease		\$ 795.23	
21-May	3217	5050 Pinyon	Schuessler		\$ 412.50	
29-May	3220	5441 Prospect	Mower		\$ 522.20	
<b>Total</b>					<b>\$ 1,729.93</b>	
<b>Transportation Fee</b>						

**Total Collected \$ 8,961.18**

**BUILDING INSPECTOR'S FEE for -Terry Weis**

**Total Inspector's Fees \$ 5,537.10**

Respectfully submitted,  
Jane Carlson- Building Commissioner

# Town of Bow Mar

## Building Department Activity 2026

### New Construction -

**Thurman**( 4900 Lakeshore) – **in Progress** NEW HOME

**Lightner**(4801 Homestead)- **in Progress**- NEW HOME

**Fuller**( Juniper)- **in progress**-NEW HOME-

### Major Remodel/Addition

**Miller** ( 4740 Bow Mar Drive) **in progress**-interior remodel and exterior change to home, replace windows, swimming pool

**McKenna** (5425 Sunset)- **in Progress**-major remodel /landscape/lighting/pool

**Rivers/Meyers**-(4701 Homestead)- **in Progress** backyard pool

**Rivers/Meyers**- (4701 Homestead)- **in progress**-major interior remodel and addition

**Hall**( 5030 Aspen) – **in progress**-interior remodel and addition

### Smaller/interior/ Exterior projects/Roofs

**Schuessler**(5050 Pinyon)- **in progress**- new roof

### Landscape

**Carney**( Sombrero)-**in progress**-, landscape and fencing

**Wendling**( 4815 Bow Mar Drive)- **in progress**- landscaping

**Malone**( Longhorn) **in progress** Back patio addition-

**Miller**(4740 Bow Mar Drive)- **in progress**- Landscaping

### Projected new home, additions, small projects, landscape

**Carney**-(Sombrero)- **House addition**- Summer 2026

**Brown**(4700 S. Sheridan)-**NEW HOME**-Summer 2026

**Farrington**(4901 Redwood)-**NEW HOME**-summer 2026

**Moreau**( 5190 Redwood)-**NEW HOME**- Summer 2026

**Monigle and Bumiller**( 5300 Yellowstone) **NEW HOME**- Summer 2026

## Completed Projects

**Finta( Homestead)- - Chicken coop- completed Jan 2026**

**Gioa-( Sombrero) Garage addition –completed Jan 2026**

**Lightner ( pinyon)- major landscape- completed Jan. 2026**

**Brants(-Wagon Trail)- master bedroom remodel-completed Jan 2026**

**Pryor( Wagon Trail) garage addition and landscaping- completed Feb 2026**

**Erhmann- (Juniper) - New roof- completed Feb 2026**

**Cole( 5021 Juniper) New sewer line- Completed Feb 2026**

**Brunner( 5420 Sunset)- Solar panels-Completed Feb 2026**

**Wendling( Bow Mar Drive)- -NEW HOME –Completed March 2026**

**Sterling( Prospect) – Replace Furnace- Completed March 2026**

**Taylor( 4777 Wagon Trail)- New Furnace-Completed March 2026**

**Zuppa/Peterson(aspen drive) garage demo-Completed April 2026**

**Berg-( Juniper) - New Roof-completed April 2026**

**Erickson( Homestead) replace windows-Completed May 2026**

**Comstock ( Homestead) interior remodel/external porch/firepit addition-Completed May 2026**

**O'Brien( King Crest Lane)-repair of gas line- completed May 2026**

**Mease( Skytrail) – replace windows-completed May 2026**

CONCRETE EXPRESS, INC.  
 2027 WEST COLFAX  
 DENVER, COLORADO 80204  
 303-562-2000  
 303-893-1949 FAX



Chester Gilliam  
 Wizard Works Security Systems  
[chester@wizardworkssecurity.com](mailto:chester@wizardworkssecurity.com)  
 Ph: (303) 798-5337 | www: [www.wizardworkssecurity.com](http://www.wizardworkssecurity.com)



5/4/2026

**Bow Mar - Entrances**

No.	DESCRIPTION	QUANTITY	UoM	UNIT PRICE	TOTAL PRICE
1	Mobilization	1.00	LS	\$ 8,345.00	\$ 8,345.00
2	Traffic Control	1.00	LS	\$ 3,560.00	\$ 3,560.00
3	Erosion Control	1.00	LS	\$ 2,315.00	\$ 2,315.00
4	Survey	1.00	LS	\$ 4,775.00	\$ 4,775.00
5	Potholing	10.00	HRS	\$ 445.00	\$ 4,450.00
<b>General Conditions Subtotal</b>					\$ 23,445.00
6	Remove Asphalt	18.00	SY	\$ 21.65	\$ 389.70
7	Remove Curb and Gutter	33.00	LF	\$ 8.15	\$ 268.95
8	Reset Sign	1.00	EA	\$ 236.95	\$ 236.95
9	Landscape Rock (Island)	42.00	CF	\$ 27.20	\$ 1,142.40
10	Concrete Curb & Gutter	57.00	LF	\$ 33.40	\$ 1,903.80
<b>Prospect Drive Subtotal</b>					\$ 3,941.80
11	Remove Asphalt	76.00	SY	\$ 21.65	\$ 1,645.40
12	Remove Curb and Gutter	6.00	LF	\$ 8.15	\$ 48.90
13	Reset Sign	1.00	EA	\$ 236.95	\$ 236.95
14	Concrete Pavement (8")(Stamped)(Colored)	69.00	SY	\$ 176.40	\$ 12,171.60
15	Concrete Curb & Gutter	32.00	LF	\$ 22.75	\$ 728.00
16	Median Cover Material (4" Concrete)	41.00	SF	\$ 17.65	\$ 723.65
<b>Sheridan Subtotal</b>					\$ 15,554.50
<b>Total</b>					<b>\$ 42,941.30</b>

NOTE: Unit pricing will be billed as constructed and measured per unit.  
 Pricing for stamped/colored concrete pavement is based on example below:



**CONCRETE EXPRESS, INC. SPECIFICALLY EXCLUDES:**

- |   |  |
|---|--|
| Permit, testing & inspection fees                                   | Landscaping                            |
| Utility Relocation or Coordination                                  | Testing                                |
| Export and disposal of excavated material                           | Treated subgrade                       |
| Street Sweeping   | Import of structural backfill material |
| Import of aggregate base course material                            | Seeding                                |
| Underdrain systems  | Asphalt pavement/patching              |
| Frost removal   | Bond add 1.5%                          |
| Winter Protection ADD \$2.50/L.F. for curb & \$2.50/ sy. for paving |  |

**Subgrade must be ± 0.10 of a foot and compacted before work is commenced.**

ALL PRICES ARE TIED

THESE EXCLUSIONS MUST BECOME PART OF THE CONTRACT

Must have concrete truck access under their own power no pumping

MUST HAVE MUTUALLY AGREED UPON CONTRACT

Payment based on field measurements

PRICES GOOD FOR 30 DAYS

RETAINAGE TO BE PAID WITH-IN 30 DAYS AFTER WE COMPLETE OUR WORK

- All payments are due upon receipt of invoice. Any amounts not paid within thirty (30) days of the invoice date shall accrue interest at the rate of 1.5% per month.
- This Proposal shall be construed and governed by the laws of the state of Colorado. In the event there is any action to enforce this Proposal or seek legal remedies thereunder, the parties agree to exclusive jurisdiction and venue in and for the District Court, City and County of Denver, Colorado. The prevailing party in any such action shall be entitled to recovery of all costs, expenses and attorneys fees incurred therein.

WARRANTY. Concrete Express warrants that the work performed under this Proposal will be completed in a workmanlike manner and will remain free from defects in workmanship and materials for a period of one (1) year after substantial completion of the work performed by Concrete Express. The express warranty given herein is in lieu of any and all other warranties. CONCRETE EXPRESS HERBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, MERCHANTABILITY, HABITABILITY, SUITABILITY FOR A PARTICULAR PURPOSE. Owner/Contractor agrees that it shall give written notice of any non-conforming workmanship or materials within ten (10) days after discovery of such defects, provided that such notice must be given within one (1) year after substantial completion of the work performed by Concrete Express. If timely notice is given, Concrete Express agrees that it will, within a reasonable period of time, cause any non-conforming workmanship or materials to be remedied and/or repaired. Concrete Express shall not be liable for any other costs, expenses, damages or amounts under this warranty or otherwise.

By execution of this Proposal, Owner/Contractor agrees to all of the terms, conditions and exclusions set forth herein, and further agrees that such terms, conditions and exclusions are hereby incorporated, integrated and made part of any more formal contract or other agreement between the parties. The parties further agree that in the event of any conflict between the terms of this Proposal and any more formal contract or agreement, the language of this Proposal shall govern.

Quote Prepared by :

<p>Zach Thenell 720.584.4138 zthenell@ceiconstructors.com</p>
---





Wizard Works Security Systems, Inc  
13693 East Iliff Avenue,  
Suite 234  
Aurora, CO 80014

wizard-works@att.net  
www.wizardworkssecurity.com  
Fax:

**QUOTE No. 266142**

License No.

Order No.  
Valid for 30 days

Town of Bow Mar

1600 Broadway, Suite 800  
Denver, CO,80202

Barrier Arm Gates Only

**Site:** Town of Bow Mar  
**Site Contact:** TBD  
**Salesperson:** Chester Gilliam  
**Date:** 06/05/2026

**GENERAL NOTES**

- 1) Some underground conduits will require Hydrovac by others.
- 2) Site plans are to be approved prior to the start of work.
- 3) Mounting pads and Walls to be by others.
- 4) This system will require an internet connection at each gate system.
- 5) Gate loops are to be cut and seal type or will be placed during the road work.
- 6) All Gates are to meet UL-325 ASTM F2200
- 7) Site to provide access programing information prior to start of work.
- 8) This system is an APP based Guest System.
- 9) Fire Department may require additional equipment for the emergency opening of the gates. These items will be added to the final invoice if required.
- 10) WWSSI to follow OSHA and Local Building Codes guidelines.
- 11) WWSSI to provide certificate of insurance auto, liability, WC.
- 12) Site to provide required electrical service for equipment as required. 120VAC 20A Per Gating Lane.
- 13) Equipment placement to be located by customer prior to start of installation.
- 14) Cost of permits to be added to final invoice if required.
- 15) Schedule is provided with order and confirmed after receipt of equipment.
- 16) Proposal good for 60 days. ETA for equipment is 4 - 8 weeks ARO.
- 17) Warranty for equipment is limited to the warranty extended by the OEM or one year from date of installation. Workmanship is warranted for one year after installation.
- 18) Price is subject to information provided by the purchaser and dependent upon the accuracy of such information.
- 19) Balances that are unpaid after due date will have a 1.5% interest charge added to balance. In the event legal action is required to enforce the terms of this agreement, Wizard Works Security Systems Inc. shall, in addition to damages or equitable relief, be awarded its reasonable attorney's fees and cost whether incurred before or after commencement of a civil action.
- 20) Credit Card Payments will incur a 3.49% processing fee.

**Payment terms are to be progressive and defined at the time of acceptance of proposal.**



Wizard Works Security  
Systems, Inc  
13693 East Iliff Avenue,  
Suite 234  
Aurora, CO 80014

wizard-works@att.net  
www.wizardworkssecurity.com  
Fax:

**QUOTE No. 266142**

License No.

Order No.  
Valid for 30 days

**Sheridan Entrance**

Item	Quantity	Unit Price	Total
LiftMaster Multi Tenant Access Control with Video LiftMaster-Cloud Based Access Control -VoIP and WiFi with Cellular Option -Four Controlled Gates/Doors - (Video Calling requires Phone.com account & high speed internet. Cellular routers are not recomme...	1.00	\$5,304.00	\$5,304.00
Rosslare UHF 900MHZ Long Range AVI Reader	1.00	\$1,915.37	\$1,915.37
Rosslare RFID Headlight Tag - Min order 50 - Need FC & SN - 4-6 Week lead time	1,200.00	\$12.00	\$14,400.00
54" Steel Pedestal - Invictus XP - 24" W x 54" T x 4" D	1.00	\$1,401.22	\$1,401.22
3515 Knox Key Switch on Mounting Plate - 2-Position DPDT	1.00	\$356.00	\$356.00
Firestroke 2000 - For 911 response vehicles with Preemption Strobe Emitters	2.00	\$1,078.00	\$2,156.00
Labor 2	24.00 hrs	\$188.00	\$4,512.00
			<b>\$30,044.59</b>

**Sheridan Entrance**

Item	Quantity	Unit Price	Total
24VDC Brushless Continuous Barrier Gate Operator, 120VAC/230VAC 1PH, Direct Drive, Alum Housing and LED top cover, 10', 12' & 14' modular arms (arms sold separately) for easier transportation, Sec 2.0 radio rcvr, incl (2) 7Ah batteries	2.00	\$4,528.58	\$9,057.16
LiftMaster Monitored Thru-Beam PE w/ heater	2.00	\$468.12	\$936.24
12' Functional Length (Lane Coverage) LED Aluminum Arm for CBG/PGB (works only with TECHNA operators), Modular Arm: (2) 6' sections and (1) 2' section for easy shipping	2.00	\$840.86	\$1,681.72
Loop Detector - Plug in - 12vdc	4.00	\$222.00	\$888.00
Installation of Arming, Closing or LPR Trigger loop - Includes Saw cutting	4.00	\$750.00	\$3,000.00
Labor 2	32.00 hrs	\$188.00	\$6,016.00
			<b>\$21,579.12</b>



Wizard Works Security  
Systems, Inc  
13693 East Iliff Avenue,  
Suite 234  
Aurora, CO 80014

wizard-works@att.net  
www.wizardworkssecurity.com  
Fax:

**QUOTE No. 266142**

License No.

Order No.  
Valid for 30 days

**Sheridan Entrance**

Item	Quantity	Unit Price	Total
Vitek Transcendent 8 Channel 8 Megapixel (4K) 4T NVR with 8 Port PoE & GEN IV Analytics	1.00	\$1,116.00	\$1,116.00
8MP H.265 INDOOR /OUTDOOR MULTI-SENSOR 180 PANORAMIC IP CAMERA..4 SEPARATE 1/2.8" 2.0MP IMAGE SENSORS	2.00	\$1,800.00	\$3,600.00
Transcendent Series 4 MegaPixel License Plate Recognition WDR IP Motorized Bullet Camera	2.00	\$960.00	\$1,920.00
Junction Box for Cable Management for use with Transcendent	4.00	\$54.00	\$216.00
Environmental Enclosure with Heater and Fan - Locking handle - 19" Rack ears - 24 x 20	1.00	\$3,338.80	\$3,338.80
Labor 2	24.00 hrs	\$188.00	\$4,512.00
			<b>\$14,702.80</b>

**Prospect Drive**

Item	Quantity	Unit Price	Total
LIFTMASTER SMART DOOR CONTROLLER - Outdoor-rated, cloud-connected, Wi-Fi-enabled controller, 4 relays, 4 supervised inputs, 2 Wiegand inputs, 4 OSDP inputs	2.00	\$917.84	\$1,835.68
54" Steel Pedestal - Invictus XP - 24" W x 54" T x 4" D	2.00	\$1,401.22	\$2,802.44
Rosslare UHF 900MHZ Long Range AVI Reader	2.00	\$1,915.37	\$3,830.74
4" x 11' Square Post and Cap - Black	2.00	\$270.00	\$540.00
3515 Knox Key Switch on Mounting Plate - 2-Position DPDT	2.00	\$460.00	\$920.00
Firestroke 2000 - For 911 response vehicles with Preemption Strobe Emitters	2.00	\$1,078.00	\$2,156.00
Labor 2	24.00 hrs	\$188.00	\$4,512.00
			<b>\$16,596.86</b>



Wizard Works Security  
Systems, Inc  
13693 East Iliff Avenue,  
Suite 234  
Aurora, CO 80014

wizard-works@att.net  
www.wizardworkssecurity.com  
Fax:

**QUOTE No. 266142**

License No.

Order No.  
Valid for 30 days

**Prospect Drive**

Item	Quantity	Unit Price	Total
24VDC Brushless Continuous Barrier Gate Operator, 120VAC/230VAC 1PH, Direct Drive, Alum Housing and LED top cover, 10', 12' & 14' modular arms (arms sold separately) for easier transportation, Sec 2.0 radio rcvr, incl (2) 7Ah batteries	2.00	\$4,528.58	\$9,057.16
12' Functional Length (Lane Coverage) LED Aluminum Arm for CBG/PGB (works only with TECHNA operators), Modular Arm: (2) 6' sections and (1) 2' section for easy shipping	2.00	\$840.86	\$1,681.72
LiftMaster Monitored Thru-Beam PE w/ heater	2.00	\$468.12	\$936.24
Loop Detector - Plug in - 12vdc	4.00	\$222.00	\$888.00
Installation of Arming, Closing or LPR Trigger loop - Includes Saw cutting	4.00	\$750.00	\$3,000.00
Labor 2	32.00 hrs	\$188.00	\$6,016.00
			<b>\$21,579.12</b>

**Prospect Drive**

Item	Quantity	Unit Price	Total
8MP H.265 INDOOR /OUTDOOR MULTI-SENSOR 180 PANORAMIC IP CAMERA..4 SEPARATE 1/2.8" 2.0MP IMAGE SENSORS	2.00	\$1,800.00	\$3,600.00
Transcendent Series 4 MegaPixel License Plate Recognition WDR IP Motorized Bullet Camera	2.00	\$960.00	\$1,920.00
Junction Box for Cable Management for use with Transcendent	4.00	\$54.00	\$216.00
Environmental Enclosure with Heater and Fan - Locking handle - 19" Rack ears - 24 x 20	1.00	\$2,946.00	\$2,946.00
Labor 2	24.00 hrs	\$188.00	\$4,512.00
			<b>\$13,194.00</b>



Wizard Works Security  
Systems, Inc  
13693 East Iliff Avenue,  
Suite 234  
Aurora, CO 80014

wizard-works@att.net  
www.wizardworkssecurity.com  
Fax:

**QUOTE No. 266142**

License No.

Order No.  
Valid for 30 days

**Access SaaS Monthly Fees**

Item	Quantity	Unit Price	Total
Advanced - Monthly charge per home - includes connection, video calling and 30 day video – Per Month/paid yearly	300.00	\$4.00	\$1,200.00
			<b>\$1,200.00</b>

**Site Preparation and Infrastructure**

Item	Quantity	Unit Price	Total
Site work - Above ground conduit work	1.00	\$3,485.00	\$3,485.00
Site Work - Underground Conduit runs	1.00	\$6,644.00	\$6,644.00
Trenching and back fill	1.00	\$4,872.00	\$4,872.00
Allowance for Low Voltage lighting for gate system	1.00	\$680.00	\$680.00
Cable Pulls - Includes Wire and Labor - Per 0-100'	9.00	\$275.00	\$2,475.00
Site Electrical Work	7.00	\$1,680.00	\$11,760.00
Training of site personnel on the usage of the equipment and software items. Up to 4 Hours.	1.00	\$1,984.00	\$1,984.00
Job Site Coordination and supervision	1.00	\$5,658.00	\$5,658.00
Project Documentation and Closeout	1.00	\$2,976.00	\$2,976.00
			<b>\$40,534.00</b>



Wizard Works Security  
Systems, Inc  
13693 East Iliff Avenue,  
Suite 234  
Aurora, CO 80014

wizard-works@att.net  
www.wizardworkssecurity.com  
Fax:

**QUOTE No. 266142**

License No.

Order No.  
Valid for 30 days

**Concrete Express Sub Work**

Item	Quantity	Unit Price	Total
Concrete Express Sub Work - Please see CEI Quote 05/04/2026 Bow Mar Entrances. The town agrees that the CEI work is being carried under WWSSI as a point of convenience and that the town will be responsible for all work related items including but not limited to inspections, material approvals, coordination for road closures and sign offs. Further more the warranty for the CEI portion of the project is solely between the Town and CEI and in no way is to impact WWSSI's portion of the project.	1.00	\$47,235.43	\$47,235.43
Please see the attached CEI Quote which is to be signed and executed.	1.00	\$0.00	\$0.00
			<b>\$47,235.43</b>

---

<b>Sub Total ex Tax</b>	\$206,665.92
<b>Tax</b>	\$0.00
<b>Total inc Tax</b>	\$206,665.92

---

Please sign to accept the quote and return to our office.

Town of Bow Mar

Please contact us if you have any queries regarding this quote.  
*Chester Gilliam - 303-886-4502 - chester@wizardworkssecurity.com*

**TOWN OF BOW MAR, COLORADO  
RESOLUTION 2026-13**

**A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO APPROVING THE  
QUOTE FROM WIZARD WORKS SECURITY SYSTEMS, INC. FOR DESIGN,  
CONSTRUCTION, AND INSTALLATION OF GATES AT SHERIDAN BOULEVARD  
AND PROSPECT DRIVE**

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

**WHEREAS**, on May 27, 2026, the Town of Bow Mar (the “Town”) approved, via Resolution 2026-13, the Service Agreement with Wizard Works Security Systems, Inc. (“Wizard Works” or “Contractor”) to provide for the design, construction, and installation of gates at Sheridan Boulevard and Prospect Drive; and

**WHEREAS**, at the time of approval, the Town of Bow Mar Board of Trustees (the “Board”) reviewed the quote submitted by Wizard Works (quote no. 266109) and wanted some additional updates to the work; and

**WHEREAS**, Wizard Works prepared a new quote (quote no. 266142) for the Board to review; and

**WHEREAS**, the Board wishes to approve the new quote submitted by Wizard Works for the design, construction, and installation of gates at Sheridan Boulevard and Prospect Drive.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BOW MAR, COLORADO:**

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board hereby:

- (a) Authorizes payment of the quote submitted by Wizard Works;
- (b) Further authorizes the Mayor, in consultation with the Town Clerk and Town Attorney, to take all necessary actions to implement the terms of the Service Agreement with Wizard Works and any action needed related to payment.

Section 3. This Resolution shall take effect immediately upon adoption.

**ADOPTED, this 15th day of June 2026.**

TOWN OF BOW MAR, COLORADO

By: \_\_\_\_\_  
Bryan Sperry, Mayor

ATTEST:

\_\_\_\_\_  
Sue Blair, Town Clerk

**TOWN OF BOW MAR, COLORADO  
RESOLUTION 2026-14**

**A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO APPROVING THE  
QUOTE FROM CONCRETE EXPRESS, INC. FOR CONCRETE SERVICES  
PREPARED AND PERFORMED AS A SUBCONTRACTOR TO WIZARD WORKS  
SECURITY SYSTEMS, INC. FOR THE DESIGN, CONSTRUCTION, AND  
INSTALLATION OF GATES AT SHERIDAN BOULEVARD AND PROSPECT DRIVE**

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

**WHEREAS**, on May 27, 2026, the Town of Bow Mar (the “Town”) approved, via Resolution 2026-14, the Service Agreement with Wizard Works Security Systems, Inc. (“Wizard Works” or “Contractor”) to provide for the design, construction, and installation of gates at Sheridan Boulevard and Prospect Drive; and

**WHEREAS**, at the time of approval, the Town of Bow Mar Board of Trustees (the “Board”) reviewed the quote submitted by Wizard Works (quote no. 266109) and wanted some additional updates to the work; and

**WHEREAS**, Wizard Works prepared a new quote (quote no. 266142) for the Board to review; and

**WHEREAS**, as part of the new quote, Wizard Works indicates under the section titled “Concrete Express Sub Work” that the Town is to review, sign, and execute the quote submitted by Concrete Express, Inc., 2027 West Colfax, Denver, Colorado 80204, (“Concrete Express”) for the subcontractor work related to concrete to be performed in the construction, and installation of gates at Sheridan Boulevard and Prospect Drive; and

**WHEREAS**, the Board desires to sign and execute the Concrete Express quote as indicated in the new quote submitted by Wizard Works.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE  
TOWN OF BOW MAR, COLORADO:**

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board hereby:

- (a) Authorizes the Mayor to execute the quote submitted by Concrete Express, Inc., as subcontractor to Wizard Works, on behalf of the Town and for the Town Clerk to attest their signature; and
- (b) Further authorizes the Mayor, in consultation with the Town Clerk and Town Attorney, to take all necessary actions to implement the terms of the

Service Agreement with Wizard Works.

Section 3. This Resolution shall take effect immediately upon adoption.

**ADOPTED, this 15th day of June 2026.**

TOWN OF BOW MAR, COLORADO

By: \_\_\_\_\_  
Bryan Sperry, Mayor

ATTEST:

\_\_\_\_\_  
Sue Blair, Town Clerk

**TOWN OF BOW MAR, COLORADO  
RESOLUTION 2026-15**

**A RESOLUTION OF THE TOWN OF BOW MAR, COLORADO APPROVING A  
SERVICE AGREEMENT WITH ALLIED WASTE TRANSPORTATION, INC., D/B/A  
REPUBLIC SERVICES OF DENVER, FOR WASTE AND RECYCLING COLLECTION  
SERVICES**

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

**WHEREAS**, the Town of Bow Mar (the “Town”) residents, and occasionally the Town, need waste and recycling collection services; and

**WHEREAS**, Allied Waste Transportation, Inc., doing business as Republic Services of Denver Colorado, (“Contractor”) has held itself out to the Town as having the requisite qualifications and experience to perform said services; and

**WHEREAS**, the Town has negotiated an agreement with Contractor, attached hereinto and incorporated herein by this reference (the “Agreement”), whereby Town residents would receive a preferred price from Contractor on waste and recycling services if so selected; and

**WHEREAS**, the Town had previously entered into a non-exclusive Agreement with Contractor for collection services in December 2021 for a four-year term, ending on December 31, 2025; and

**WHEREAS**, the Board of Trustees for the Town of Bow Mar (the “Board”) wishes to approve the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BOW MAR, COLORADO:**

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board hereby:

- (a) Authorizes the Mayor to execute the Agreement on behalf of the Town and for the Town Clerk to attest their signature; and
- (b) Further authorizes the Mayor, in consultation with the Town Clerk and Town Attorney, to take all necessary actions to implement the Agreement.

Section 3. This Resolution shall take effect immediately upon adoption.

**ADOPTED, this 15th day of June 2026.**

{Signature page to follow}

TOWN OF BOW MAR, COLORADO

By: \_\_\_\_\_  
Bryan Sperry, Mayor

ATTEST:

\_\_\_\_\_  
Sue Blair, Town Clerk

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (the “Agreement”) is entered into this 15<sup>th</sup> day of June, 2026, (the “Effective Date”) by and between the Town of Bow Mar, a Colorado municipal corporation with an address of 5395 Lakeshore Drive, Bow Mar, Colorado 80123 (the “Town”), and Allied Waste Transportation, Inc., a Delaware corporation, doing business as Republic Services of Denver, with principal offices located at 5075 East 74th Avenue, Commerce City, CO, 80022-1536 (“Contractor”) (each individually a “Party” and collectively, the “Parties”).

**WHEREAS**, the Town desires to enter into this non-exclusive Agreement to provide an option for trash collection services for its residents at a negotiated rate; to maximize the efficiency of such trash collection services available for its residents; and to encourage residents to obtain trash services from a single vendor to minimize wear and usage of its streets by trash collections trucks; and

**WHEREAS**, the Town had previously entered into a non-exclusive Agreement with Contractor for trash collection services in December 2021 for a four-year term, ending on December 31, 2025; and

**WHEREAS**, Contractor has held itself out to the Town as having the requisite qualifications and experience to perform the required trash collection services; and

**WHEREAS**, the Town wishes to continue its contractual relationship with Contractor in accordance with the terms and conditions contained herein; and

**NOW THEREFORE**, in consideration of the above Recitals, incorporated herein, and for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties Agree as follows:

### **1. Definitions.**

For the purposes of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

1.1 Applicable Law. “Applicable Law” means any law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction that determines the legal standing of a case or issue related to this Agreement.

1.2 Excluded Waste. “Excluded Waste” means: any hazardous materials, wastes, or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes;

medical waste; or radioactive wastes, volatile, corrosive, highly flammable, explosive, biohazardous, toxic waste as defined by Applicable Law or any otherwise regulated waste.

1.3 Hazardous Waste. “Hazardous Waste” means any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

1.4 Recyclable Material. “Recyclable Material” means any material or substance generated by Town residents that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.

1.5 Solid Waste. “Solid Waste” is any nonhazardous solid waste generated at Town Locations that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Excluded Waste

1.6 Waste Material. “Waste Material” means all Solid Waste and Recyclable Material that are not excluded by this Agreement. Waste Material does not include any Excluded Waste.

## **2. Scope of Services.**

2.1 Contractor shall perform the services set forth in Contractor’s proposal attached hereto as **Exhibit A** and incorporated herein by this reference (the “Services”) in a timely, expeditious, and professional manner. In the event of any conflicts between the Agreement any of the attached exhibits, this Agreement shall prevail. Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies, and equipment necessary to perform the Services as required by this Agreement.

2.2 The Waste Material collected by Contractor shall not contain Excluded Waste. Contractor shall acquire title to Waste Materials when they are placed into its trucks or, if Contractor provides disposal services only and not collection services, when they are delivered to Contractor’s premises. Title to and liability for any Excluded Waste shall remain with Town if such waste is delivered by the Town, or the resident, if such waste is delivered by a resident, and shall at no time pass to Contractor. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Contractor shall contact the Town or the resident, as applicable, and the Town or the resident, as applicable, shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Contractor, it may, in its discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The Town shall provide reasonable assistance to Contractor if Contractor conducts an investigation to determine the identity of the depositor or generator of the Excluded Waste; provided that the requested assistance will not cause the Town to incur more than a nominal cost unless the Town

is the generator of such Excluded Waste, in which case the Town shall reimburse Contractor for all expenses related to such Town-generated Excluded Waste.

2.4 Recyclable Materials shall comply with all specifications provided by Contractor in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material received within the Town's limits is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify the depositor or generator of such rejected material and the depositor or generator of such rejected material shall pay any damages, costs, and penalties incurred by Contractor due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Materials, Contractor may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Materials in a landfill and update the depositor or generator's rates accordingly.

### **3. Responsibility for Equipment/Access.**

Any equipment Contractor furnishes for the Town's use shall remain Contractor's property. Town shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). Town shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Town shall be liable for all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Town's negligent use or operation of the equipment. Town shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional collection service required by Town's failure to provide access.

### **4. Compensation.**

4.1 Compensation for Services. For satisfactory performance of the Services hereunder, the Town shall pay Contractor for the performance of the services detailed in this Agreement as provided in **Exhibit A** (the "Compensation") to the extent that those services are provided directly to the Town. The Town has no responsibility for payment of any services provided to residents of the Town. The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the Town. The Town shall have no obligation to make any payments until such time as the Town accepts Contractor's performance as satisfactory. All payments under this Agreement shall be to the trade or business name of Contractor. No payments will be personally made to an individual under this Agreement.

#### 4.2 Compensation.

A. *Rates and Payment.* Following execution of this Agreement by the Parties, Contractor will commence performance of the Services as described in **Exhibit A**.

1. Compensation for Services to Residents. Contractor will provide the Services to residents of the Town who select Contractor as their trash collection provider, as set forth in Exhibit A, at the rates set forth in Exhibit B. Contractor shall bill the individual residents

of the Town of Bow Mar quarterly for services provided. Contractor will add an administrative fee of \$3.25 per quarter to each individual invoice.

2. Compensation for Roll-Off Containers. Contractor is not and will not be entitled to any compensation from the Town for the Services except for roll-off containers that the Town requests at the rate provided in **Exhibit A**.

3. Contractor shall be paid by the Town only for work performed for the Town and to the satisfaction of the Town in accordance with the provisions of this Agreement. This amount shall include all fees, costs and expenses incurred by Contractor, no additional amounts shall be paid by the Town for such fees, costs and expenses, and there shall be no reimbursable expenses. Any fee, cost, charge, or expense incurred by Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town. Contractor may request final payment upon completion and the Town's acceptance of all work or Services for roll-off containers as set forth in Exhibit A. The Town shall make payments to Contractor within 30 days after receipt and approval of invoices submitted by Contractor.

B. *Receipts.* The Town, before making any payment, may require Contractor to furnish, at no additional charge, releases or receipts from any persons performing work under this Agreement or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest.

C. *No Waiver.* The Town's review, approval, or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

4.3. Additional Services. If the Town provides Contractor with a written request for services in addition to those listed in **Exhibit A** ("Additional Services"), the Town and Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the Town and the Contractor. If Contractor performs any Additional Services prior to or without receiving such a request from the Town, Contractor shall not be entitled to any compensation for such Additional Services.

## 5. Term.

This Agreement commenced on June 15, 2026 (the "Effective Date") and shall continue until June 13, 2031 (the "Initial Term") and shall automatically renew on a month to month basis for successive periods Renewal Terms unless (a) either party provides written notice of non-renewal at least 60 days prior to the expiration of the Initial Term or any Renewal Term, (b) earlier terminated by law or according to the provisions of this Contract Agreement or (c) is otherwise terminated by Contractor or Town as provided in this Contract Agreement.

**6. General Representations and Contractor Obligations.**

6.1. Good Standing. Contractor represents and warrants that it is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

6.2 Professional Standards. Contractor shall perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to Contractor engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

6.3 Performance During Term. Contractor shall begin providing the Services on the first day of the term of this Agreement and will thereafter continually and diligently perform the Services throughout the term of this Agreement.

6.4 Compliance with Applicable Law. Contractor shall, at its own expense, throughout the term of this Agreement, comply with all Applicable Law guidelines, court rulings and orders of all governmental authorities applicable to services performed by Contractor under this Agreement, including but not limited to employee safety.

6.5 Personnel/Subcontractors.

A. Contractor represents that all of its personnel and subcontractors who will perform any Services under this Agreement have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity. Contractor shall additionally cause its subcontractors to comply, at their own expense, with the Applicable Law which are applicable to the performance of the Services hereunder or subcontractors an employer, including maintenance of standard Workers' Compensation as required by law in the State of Colorado.

B. To the extent that Contractor engages subcontractor to perform, or otherwise provide support to assist Contractor to perform any portion of the Services performed under this Agreement, then: (1) Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by such subcontractor to the same extent as if such services, tasks, functions and responsibilities were performed directly by Contractor and, for purposes of this Agreement, such Services shall be deemed Services performed by Contractor; and (2) Contractor shall cause such subcontractor to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such subcontractor that are applicable to Contractor under this Agreement.

6.6 Licenses. Contractor represents and warrants that it and its personnel and subcontractors have or shall cause to have all licenses required by applicable law to perform the Services required by this Agreement and shall, at Contractor' expense, maintain such licenses throughout the term of this Agreement.

7. **Termination.**

Either Party may terminate this Agreement by giving thirty (30) days prior written notice and a thirty (30) day cure period in the event that either Party breaches the material terms (including non-payment) of this Agreement. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. In addition, the Town shall have the right in its sole discretion to terminate, upon sixty (60) day advance notice, for convenience, this Agreement and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

8. **Independent Contractor.**

It is the express intention of the parties that Contractor is not employed by the Town but is an independent contractor. An agent or employee of Contractor shall never be or deemed to be an employee or agent of the Town. **AS AN INDEPENDENT CONTRACTOR, CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO C.R.S. § 8-40-202(2)(b)(IV), THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACTUAL RELATIONSHIP.**

9. **Indemnification and Insurance.**

9.1 **Indemnification.** Subject to the provisions of C.R.S. § 13-50.5-102(8), and to the extent applicable to this Agreement, Contractor shall indemnify, defend, and hold harmless the Town and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Republic Services/Related Parties"), in connection with this Agreement or the Contractor's Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the Town or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.* Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the Town, its directors, employees, agents, and consultants.

9.2 **Insurance.** The Contractor shall acquire and maintain in full force and effect, during the entire term of this Agreement, including any extensions thereof, and at any time thereafter necessary to protect the Town, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Agreement by the Contractor

or anyone acting on their behalf or for which they may be liable, the coverages provided herein. All insurance is to be placed with insurance carriers approved in the State of Colorado with an A.M. Best and Company rating of no less than A-VIII or as otherwise accepted by the Town. The Town and its respective directors, officers, employees and agents shall be named as an additional insured via blanket-form endorsement to the Commercial General Liability and Commercial Automobile Liability policies required herein. The Contractor shall request its insurer to endorse its Commercial General Liability, and Commercial Automobile Liability insurance policies required herein to provide that the insurer or the insurer's authorized representative will give the Town thirty (30) days written notice prior to the cancellation, non-renewal or material modification of such policies of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the Town a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. No later than seven days after execution of this Agreement, Contractor shall provide the Town with certificates of insurance evidencing the types and amounts of insurance specified below:

Commercial General Liability	\$2,000,000 including:
Damage to rented equipment	\$100,000
Personal Injury	\$1,000,000
General Aggregate	\$2,000,000
Products Liability	\$2,000,000
Automobile Liability	\$1,000,000
Workers Compensation	\$100,000 each accident \$100,000 each person \$500,000 policy limit

The Town shall be named as an additional insured on the Commercial General Liability and Commercial Automobile Liability policies obtained by Contractor pursuant to this paragraph, via blanket-form endorsement. Contractor shall furnish the Town with a Certificate of Insurance that indicates adequate insurance coverage has been obtained, as required herein.

9.3 No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor' liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. Contractor shall be solely responsible for any deductible losses under the policies.

9.4 Subcontractors. If Contractor subcontracts any portion(s) of the Services, Contractor shall require that each subcontractor retained by Contractor acquire and maintain insurance coverage as set forth in this Section 9. Contractor shall require each subcontractor to provide it with insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 9. Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of this Agreement. Contractor shall, upon Town request, submit them to the Town for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Agreement.

**10. Miscellaneous.**

10.1 Notice. All notices must be in writing and (1) delivered personally, (2) sent by electronic mail, delivery receipt requested, (3) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), or (4) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

**Notices to Town:**

Town of Bow Mar  
5395 Lakeshore Drive  
Bow Mar, Colorado 80123  
[intergov@bowmar.gov](mailto:intergov@bowmar.gov)

With a copy to:

Michaela Szilagyi, Esq.  
Wilson, Williams, Fellman, Dittman  
1314 Main St., Suite 101  
Louisville, CO 80027  
[michaela@wwfdlaw.com](mailto:michaela@wwfdlaw.com)

**Notices to Contractor:**

Allied Waste Transportation, Inc. dba Republic Services of Denver  
Attn: Don Archuleta  
5075 E. 74th Avenue  
Commerce City, CO 80022  
[Darchuleta@republicservices.com](mailto:Darchuleta@republicservices.com)  
Cell – (720) 201-5473  
Office – (720) 590-4337

10.2 Governmental Immunity. Nothing in this Agreement or in any action taken by the Town pursuant to this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the Town or its Board of Trustees, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

10.3 Annual Appropriations. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate

the terms and requirements of TABOR by the execution of this Agreement. The Parties do not intend hereby to create a general obligation indebtedness or multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of the Constitution or laws of the State of Colorado, notwithstanding anything to the contrary in **Exhibit A**, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town 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 Town of Bow Mar, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated. The Town's payment obligations hereunder are subject to annual appropriation. The Town has appropriated sufficient funds for this Agreement for the current fiscal year.

10.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

10.5 Contract Modification. The Agreement may not be amended, altered or otherwise changed except by a written agreement signed by authorized representatives of the parties.

10.6 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

10.7 Choice of Law/Venue. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any dispute or breach under this Agreement shall be in the applicable court for Jefferson County or Arapahoe County, Colorado.

10.8 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

10.9 No Assignment. Neither all or any part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall be assigned by Contractor without the express written consent of the Board of Trustees for the Town of Bow Mar ("Board"). The Board shall not unreasonably delay, withhold or condition its consent. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution or motion of the Board.

10.10 Conflict. In the event of a conflict between any provision of this Agreement and any provision of **Exhibit A** the terms of this Agreement shall prevail.

10.11 Confidentiality. Contractor shall have no confidentiality obligation with respect to any Waste or Recyclables.

10.12 Force Majeure. Any failure or delay in performance due to contingencies beyond a Party's reasonable control, including terrorist acts, fires, pandemics, and acts of God, shall not constitute a breach of this Agreement.

10.13 Attorneys Fees. If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding.

10.14 Electronic Signature. Town and Contractor agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

THIS AGREEMENT is executed and made effective as provided above.

**TOWN OF BOW MAR, COLORADO**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

**ALLIED WASTE TRANSPORTATION, INC., DBA REPUBLIC SERVICES OF DENVER**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

INVOICE TO	
CUSTOMER NAME:	Town Of Bow Mar
ATTN:	
ADDRESS:	5395 Lakeshore DR
ADDRESS:	
CITY:	Bow Mar STATE CO
ZIP CODE	80123
TEL. NO	Intergov@bowmar.gov Email Spema@hollandpartnergroup.com

SITE LOCATION	
SITE NAME:	Town Of Bow Mar
ADDRESS:	Various
CITY/ST	Bow Mar, CO
ZIP CODE	80123
TEL NO.	Intergov@bowmar.gov FAX
AUTHORIZED BY	Bryan Sperry TITLE Mayor
CONTACT	Liz Osborn TITLE Trustee



**CUSTOMER SERVICE AGREEMENT**

Contract ID	
-------------	--

ACCOUNT NUMBER	
----------------	--

Site	CONT GRP	TYPE	SIZE	C	QTY	ACCT TYPE	C/O	GRID	SERV. FREQUENCY	EST LIFTS	S	P.O. REQ	RECT REQ	L/F CODE	C/FV	L/F AMOUNT PER TON	OPEN/CLOSE DATE	L.O.B.	PRE BILL	Bill Freq	Charges	Charges			
1	1	CA	0.48		289	P	Y	Trash	1x/wk		N	Y	N	TRMT			1/1/2026	30	1	Monthly	NOT-Scheduled Service	\$9.00	Basic Service	Per Home	RF
1	2	RC	0.48		289	P	Y	Recycle	EOW		N	Y	N	APAL			1/1/2026	7A	1	Monthly	Scheduled Service	\$3.50	Basic Service	Per Home	RF

HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: \_\_\_\_\_ TITLE: **MAE-HOA**  
(AUTHORIZED SIGNATURE)

**COMMENTS:** New 60 month agreement. Exempt from fuel and environmental fees. Rates locked in for year one with a 5% price increase cap on years 2,3,4 and 5. Bulk items are requested and pre paid by individual resident at \$30 each. Additional trash and recycle carts are \$60/yr and \$48/yr, billed directly to resident. \$0.00 delivery fee. Weekly trash and recycle limit is one 96gallon cart for each unless noted in the scheduled services. Residents that pay annually save \$17.85/year. Quarterly admin fee is \$3.25.

SHARED CONTAINER: **N**

**Y** UNTIL: \_\_\_\_\_ RATE: \* \_\_\_\_\_ RATE BASED ON \_\_\_\_\_ lbs/yd.

**FOR OFFICE USE ONLY**

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?  
I.D. NUMBER \_\_\_\_\_ YES  NO

NATIONAL ACCOUNT NUMBER	CUSTOMER CATEGORY	CASH TOLERANCE	SUSPEND	CREDIT ANALYST
	Resi-HOA	CTP		WilsoK12

SITE NUMBER	EFFECTIVE SERVICE DATE	TERM	REVIEW DATE	C.P.I.	CONTRACT STATUS	PURCHASE ORDER NUMBR	S.I.C.
1	1/1/2026	36					

TERRITORY	SALES REPRESENTATIVE	TAX CODE	TAX EXEMPTION NUMBER	TRANS CODE	REASON CODE	COMPETITOR CODE
	Chris Martinez	0				

RENEW	MIG	CREDIT APPROVAL	CREDIT LIMIT	CONTRACT APPROVAL	ENTERED BY	DATE

THE UNDERSIGNED INDIVIDUAL ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND TO BIND THE CUSTOMER.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_ DATE OF AGREEMENT  
CUSTOMER NAME (PLEASE PRINT)

**TERMS AND CONDITIONS**

**SERVICES.** Customer grants to Company the non-exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 60 MONTH THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 1 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively "Applicable Laws").

**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with the individual resident and shall at no time pass to Company.

**Town of Bow Mar, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Project/Services Name: Building Inspection Services**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Bow Mar, a statutory town in the State of Colorado, with a mailing address of 5395 Lakeshore Drive, Bow Mar, Colorado 80123 (the “Town”), and T WEIS CONSTRUCTION, INC., a Colorado corporation with its principal offices located at 1953 W. Lilley Ave., Littleton, Colorado 80120 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

**RECITALS**

WHEREAS, the Town requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

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

**I. SCOPE OF SERVICES**

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities that are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees or a person expressly authorized in writing to direct the Contractor's services. Contractor agrees that failure to complete any of the Services during the term of this Agreement, or as may be more specifically set forth in **Exhibit A**, shall be deemed a breach of hereof.

## II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until December 31, 2027, or until terminated as provided herein ("Termination Date"). The Agreement shall automatically renew for an additional one (1) year term ("Renewal Term") as of the Termination Date or end of prior Renewal Term for up to an additional three (3) Renewal Terms, unless otherwise terminated in accordance with this Agreement. The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to

the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The Town may suspend the Contractor’s performance of the Services at the Town’s discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon Contractor’s receipt of such notice of suspension from the Town, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

### **III. REPRESENTATIVES AND SUPERVISION**

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor’s performance of Services hereunder shall be the Trustee appointed to serve as the Town’s Building Commissioner or his or her designee (“Town Representative”). The Town Representative shall act as the Town’s primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Terry Weis (“Contractor Representative”). The Contractor Representative shall act as the Contractor’s primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town’s need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject

to cure or remedy, including possible termination of the Agreement, as provided in this Agreement. Notwithstanding the foregoing, the Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

#### IV. COMPENSATION

A. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the performance of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

- If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.
- If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on  [insert date here] .

B. Invoicing. The Town shall make payments to Contractor in accordance with subsection A of this section IV within thirty (30) days after receipt and approval of invoices submitted by Contractor. If payment is on a time and materials basis, Contractor shall submit invoices to the Town no more frequently than monthly and shall identify the specific Services performed for which payment is requested.

C. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

D. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

E. No Waiver. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

**V. PROFESSIONAL RESPONSIBILITY**

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement. If Contractor engages subcontractors to perform any part of the Services, Contractor shall include section VIII (Indemnification) in any such subcontracts.

**VI. INDEPENDENT CONTRACTOR**

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

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

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

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

## VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- The Contractor shall secure and maintain the following ("Required Insurance"):
  - Worker's Compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.
  - Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of One Million Dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Professional Liability (errors and omissions) insurance with a minimum limit of coverage of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per claim and annual aggregate. Such policy of insurance shall be obtained and

maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy. For any and all insurance policies required hereunder, Contractor shall waive subrogation rights against the Town.

C. Insurance Certificates. Contractor shall provide to the Town a certificate of insurance and all endorsement required hereunder as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement.

## **VIII. INDEMNIFICATION**

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

## **X. REMEDIES**

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant,

insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions the Town may take include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## **XI. RECORDS AND OWNERSHIP**

Contractor hereby acknowledges that the Town is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-101 *et seq.* ("CORA"). As such, this Agreement may be subject to public disclosure under CORA. Contractor agrees that all records of the Contractor related to the provision of Services hereunder, including public records as defined in CORA, and records produced or maintained in accordance with this Agreement, are to be retained and stored by the Town in accordance with the Town's records retention and disposal policies. Contractor further agrees that should it desire to retain records related to the provision of the Services, those records must only be copies and that all original records pertaining to the Services will be provided to the Town for retention and storage. To the extent Contractor retains originals of records pertaining to the Services in contravention of this Agreement, Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

## **XII. MISCELLANEOUS**

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

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

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

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

**If to the Town:**

**If to Contractor:**

Town of Bow Mar Attn: Building Commissioner 5395 Lakeshore Drive Bow Mar, Colorado 80123	T WEIS CONSTRUCTION, INC Attn: Terry Weis 1953 W. Lilley Ave. Littleton, Colorado 80120
With Copy to: Bow Mar Town Attorney Wilson Williams Fellman Dittman 1314 Main Street Louisville, Colorado 80027	With Copy to:

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

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

G. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

H. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

I. Rights and Remedies. In the event of a breach of this Agreement by Contractor, the Town shall have the right, but not the obligation, to obtain specific performance of the Services. In addition, if the Town terminates this Agreement, in whole or in part, due to a breach by Contractor, Contractor shall be liable for actual and consequential damages to the Town. The rights

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

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

K. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

L. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

M. Release of Information. The Contractor shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.

N. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

O. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (I) (Rights and Remedies), (J) Annual Appropriation), (M) (Release of Information) and (N) (Attorneys' Fees), shall survive the expiration or termination of this Agreement.

P. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

Q. Force Majeure. Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

R. Protection of Personal Identifying Information. In the event the Services include or require the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party services providers.

S. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Contractor and bind their respective entities.

T. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGES FOLLOW*



**EXHIBIT A**  
**SCOPE OF SERVICES**

Contractor shall perform inspections of buildings and structures to verify compliance with Chapter 18 of the Bow Mar Municipal Code. These inspections include those for new buildings under construction and/or undergoing remodeling. Building types include commercial [Marina] and residential.

**ESSENTIAL DUTIES/RESPONSIBILITIES**

1. Conducts daily building inspections at construction sites of residential buildings including remodels to determine compliance with model building codes according to an established inspection schedule. Provides the builder or contractor representative with a written inspection report (acceptance or deficiency report) and a notice of any corrections necessary to ensure the construction is completed in accordance with the appropriate model codes. Re-inspects construction as required. Issues Stop Work Orders on projects that require but lack a building permit.
2. Prepares records of inspection requests and fills out inspection slip for Building Commissioner on inspections request. Inputs inspections information into computer for month end Invoice.
3. Prepares a daily work schedule and maintains a daily Log Book of activities listing property inspected, status of construction, and results of inspection.
4. Reviews permit application, construction plans and Owner's Project costs for an analysis on total projects costs per Sq. Ft. Reviews Plans for compliance with applicable building codes, completes the forms necessary for the issuance of the permit. Lists the required inspections needed to complete the permit.
5. Answers questions by phone, texting, email, and in person regarding the technical requirements of the appropriate model codes from builders, contractors, subcontractors, engineers, and individual homeowners. Purchase office supplies, ink, labels, etc. for plan reviews and monthly invoices.
6. Pick up plans and permits from Building department. Prepare letters/emails to owners and contractors regarding model code requirements and inspection results. Explains laws, ordinances, and adopted codes to builders, contractors, design professionals, and property owners. Schedules courtesy appointments with owners/contractors concerning any code requirements or construction practices that pertain to property or projects.

## **JOB QUALIFICATIONS**

### KNOWLEDGE/SKILL/ABILITY

- . Requires expert knowledge of and the ability to read and interpret construction plans and blueprints; reads, understands, and effectively interprets uniform model codes in order to determine compliance of proposed and actual construction with the requirements of the applicable uniform model codes.
- . Access to applicable code books from the International Code Council.

**EXHIBIT B**  
**COMPENSATION**

Contractor shall be paid an hourly rate according to the following schedule:

\$110 per hour: plans review

\$70 per hour: clerical works

\$75 per inspection