



AGENDA
for the Board of Trustees
of the Town of Palisade, Colorado
341 W 7th Street (Palisade Civic Center)

March 26, 2024

6:00 pm Regular Meeting

A live stream of the meeting may be viewed at:

<https://us06web.zoom.us/j/3320075780>

I. REGULAR MEETING CALLED TO ORDER AT 6:00 pm

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. AGENDA ADOPTION

V. ANNOUNCEMENTS

A. PUBLIC COMMENT REMINDER: All emails sent to the Town Clerk for public comment on a specific agenda item prior to the day packets are published will be included in the staff report. Emails received after the packets are posted will be forwarded to the Board of Trustees. Any member of the public who wishes to have a statement or email read into the Minutes is required to appear in person and make said statements to the Board directly.

B. GET INVOLVED WITH OUR COMMUNITY! UPCOMING PUBLIC MEETINGS (Palisade Civic Center 341 W 7th Street):

1. **Planning Commission** – Tuesday, April 2, 2024, CANCELED
2. **Board of Trustees** – Tuesday, April 9, 2024, at 6:00 pm
3. **Planning Commission** – Tuesday, April 16, 2024, at 6:00 pm
4. **Tourism Advisory Board** – Thursday, April 18, 2024, at 11:00 am
5. **Board of Trustees** – Tuesday, April 23, 2024, at 6:00 pm (**Swear in newly elected officials**)

C. TOWN OFFICES WILL BE CLOSED for HVAC servicing on Friday, March 29, 2024.

VI. TOWN MANAGER REPORT

- A. Boat Ramp**
- B. Fishing Dock**
- C. Public Bathroom Repairs**
- D. Sewer Update**

VII. CONSENT AGENDA

The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or any Board Member may ask that an item be removed from the Consent Agenda for individual consideration.

A. Expenditures

- Approval of Bills from Various Town Funds – March 9, 2024 – March 21, 2024

B. Minutes

- Minutes from March 12, 2024, Regular Board of Trustees Meeting

VIII. NEW BUSINESS

A. TAB Marketing Contract with Slate Communications

The Board of Trustees will consider entering into contract with Slate Communications for Tourism marketing services as recommended by the Palisade Tourism Advisory Board.

1. Staff Presentation
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote to:

Approve, deny, or postpone (until April 9, 2024) directing the Town Manager to enter into contract with Slate Communications for tourism marketing services.

B. Elberta Avenue Sidewalk Contract

The Board of Trustees will consider directing the Town Manager to enter into contract with J-U-B for the design, engineering and construction management per CDOT requirements of the Elberta sidewalk project.

1. Staff Presentation
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote to:

Approve, deny, or postpone (until April 9, 2024) directing the Town Manager to enter into contract with J-U-B for the design, engineering and construction management per CDOT requirements of the Elberta sidewalk project.

IX. PUBLIC COMMENT

***All those who wish to speak during public comment must sign up on the sheet provided outside the boardroom doors. Please keep comments to 3 MINUTES OR LESS and state your name and address.** Neither the Board of Trustees nor staff will respond to comments at this time. The Board may direct staff to look into specific comments to bring back as an Agenda item at a future meeting; however, the Board reserves the right to clarify information from comments that are factually incorrect.*

X. COMMITTEE REPORTS

XI. ADJOURNMENT

**TOWN OF PALISADE - MANAGER REPORT
MARCH 2024**

TOWN OF PALISADE CAPITAL IMPROVEMENT PROJECTS

CDOT Roundabout Highway 6

Town involvement for landscaping, art work, multi-use path
Construction scheduled late fall 2025
CDOT openhouse presentation scheduled for June 2024 to show drawings to public

RIVERBEND PARK

Boat Ramp - working with landscape architect for drawings to present public for input
Demo of old restrooms east side - construct new restrooms in fall 2025
Cottonwood pruning - tree planting

FIBER

75% COMPLETE

50% Grant Funds - 50% General Fund

CNL Complete
Town moving its IT into new room
Fiber to Town facilities and parks still under construction
Last Mile Fiber under construction with private entity Clear Network

ELBERTA SIDEWALK IMPROVEMENTS

Construction - January - April 2025

80% Main St. Grant - 20% General Fund

\$1.8 million grant - \$200,000 general fund
RFQ posted for Design/Engineering - need interview panel

WASTEWATER CONSOLIDATION

Construction - Winter 2026

USDA Loan/Grant

\$24 million dollar project
Surveying & design has begun
Contacting land owners of project

TAP GRANT - SIDEWALKS

Construction - Spring 2024

80% Tap Grant - 20% General Fund

Design/Engineering complete
CDOT approvals complete
In land acquisition process - need land surveyed and complete purchase for sidewalk construction

LAND USE CODE UPDATE - CAPITAL PLANS

Starting in March with Planning Commission & CPS
Design Boards being created for Capital planning with the community

WATER METER REPLACEMENT

Complete - 2026

Purchased first set of new meters

OLD TOWN SIDEWALK CONSTRUCTION

Creating map of missing sidewalks

Link to Palisade Gov.

Palisade government is hard at work on Capital Improvement Planning that has resulted in the Town being awarded **\$16 million in grants!** This has provided a lot of money to accomplish great projects in Palisade over the last 5 years. Why does staff actively work to obtain grants? Government infrastructure projects are very large and expensive. With our 2% sales tax, grants provide needed funding for these construction projects. Great Work!

Local Palisade Government is responsible for **vital services** for the citizens in defined areas. The Board of Trustees gives direction on capital improvements, votes on funding for large projects, and the Professional Staff performs these projects and maintains the daily operations.

Vital Services Include:

Water Treatment

Water Storage: Cabin Reservoir - Dam Maintenance
Water Plant - springs - aging water distribution pipes
Fire Hydrants - valves - water meters

Wastewater Treatment

Aged wastewater distribution pipes
5 Lift Stations
Consolidation project to Clifton Mechanical Plant
Removing Lagoons at Riverbend Park

Police Services: 24 hours a day - 7 days a week

Parks: Riverbend, Peach Bowl, Independent, Plaza, Veterans

Emergency Services: Fire & Ambulance - 24 hours a day - 7 days a week

Public Facilities: Veterans Memorial Building, Town Hall, Police Station, Fire Dept, Gym, Restrooms
Swimming Pool, Water Treatment Plant, Wastewater Lift Stations, Clinic Building

Administration: Grant Administration, Accounting, Zoning, Planning, Ordinances, Land Use Code,
Independent Finance Audit, Business Licensing, Court, Project Management

New water meters being installed in town. This is a multi-year project.



New Palisade Clinic

Palisade Government and Community Hospital are excited for the completion of the new clinic.

This public/private partnership has brought a great asset to Palisade!



Summer 2023 Clinic Ribbon Cutting Grand Opening



Mayor Mikolai & CEO Chris Thomas officially cut the ribbon to celebrate this successful public/private partnership

Palisade gov. worked hard to obtain \$5 million to construct the clinic. Community Hospital contributed \$2.5 million towards this funding. Mesa County contributed \$1.5 million and Federal Health HRSA the remaining \$1 million.

The Town owns the building and is leasing it to Community Hospital at \$13,000 a month for 15 years.

The clinic is a tremendous asset for the Town. Complete with a state-of-the-art urgent care facility and new X-ray.

Historic Gym

The gym was remodeled over 15 years ago. The old high school building was condemned and in a state of disrepair. This resulted in the demolition of the old high school building.

Contact the
Town at:
(970) 464-5602
to reserve the
gym

Building the new clinic gave the opportunity to open up the gym bleachers, adding windows, natural light & new staircases.



Check out more from the Town of Palisade!

palisade.colorado.gov

Fiber and Beyond

Palisade has fiber! You may have noticed crews working on the road and side-walks, leaving markings and cones on the ground.

With grant funding from DOLA, the Town government constructed the middle-mile fiber and CNL building.

Fiber to homes and businesses is currently being provided by a private company, Clearnetworx.

You can get fiber by calling Clearnetworx (844)240-6600



Parks & Playgrounds



Riverbend Park dock at the pond is being refurbished - ready for summer fishing and enjoying.

Continuous work takes place every year removing noxious weeds. The Town received another grant from CYAC & GOCO to assist with the removal of the noxious tamarisk along the riverbank.

Enjoy the new playground at Veterans Memorial Park installed last fall.

Stay Tuned for Future Projects...

CDOT is planning a new roundabout connecting Elberta Ave. & Highway 6. Construction planned for late 2025.

The Town was awarded a **\$1.8 million dollar grant** to construct a detached multi-modal path on the west side of Elberta from I-70 to 1st street. This includes 2 new bridges over the canal, bike lanes and sidewalks.

VOTE: Board of Trustees

March 2024

Election for the Board of Trustees and Mayor. Mail in your ballot or drop off ballot in the box at Town Hall, by April 2nd at 7:00 pm.

Eligibility to run for the Board of Trustees requires living in the Town for at least 1 year.

Upcoming Events:

Palisade Lions Club Yard Sale: March 15-16
Located at Veterans Community Center

Honey Bee Festival: Saturday, April 13
Located Downtown Palisade 3rd & Main

Colorado Parks Outdoor Heritage Days
Located Riverbend Park, Saturday, April 27

Sunday Market: Starts Sunday, June 2nd
Located Downtown Palisade 3rd & Main



<https://palisade.colorado.gov/>

Check out TextMyGov by texting "PALISADE" to 91896 to opt-in for updates and information from the Town of Palisade, as well as file reports and pay bills!

Telephone contact: (970) 464-5602

E-mail contact: info@townofpalisade.org

Mailing address: P.O. Box 128

Address: 175 East 3rd Street, Palisade, CO 81526



VOTE

APRIL 2, 2024 MUNICIPAL ELECTION BALLOTS ARE OUT!

For more Information on the Candidates for Mayor and Trustee, please visit:

- <https://palisade.colorado.gov/town-of-palisade-clerks-office>
- or
- <https://palisadepost.com/>

Ballots may be cast at:

- Town Hall Drop-Box: 175 E 3rd Street, Palisade, CO 81526
- Community Center Drop-Box: 120 W 8th Street, Palisade, CO 81526

*Ballots must be **RECEIVED** by the Town Clerk's office by 7:00 pm on Election Day
April 2, 2024*

Need a new ballot?

If you have not received a ballot, accidentally damaged your ballot or want to change your vote **PRIOR** to casting your ballot: Contact the Town Clerk's Office, fill out a simple form, provide current identification, and a new ballot can be provided! (970) 464-5602



PALISADE BOARD OF TRUSTEES

Meeting Date: March 26, 2024

Re: Consent Agenda

The Consent Agenda has been attached as a separate document for ease of reading.

Included in the consent agenda are:

A. Expenditures

- Approval of Bills from Various Town Funds – March 9, 2024 – March 21, 2024

B. Minutes

- Minutes from March 12, 2024, Regular Board of Trustees Meeting



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: **March 26, 2024**

Presented By: **Juliann Adams, Chairperson of the Tourism Advisory Board**
Keli Frasier, Town Clerk

Department: **TAB**

Re: **Tourism Marketing Services Contract**

SUBJECT:

The Board of Trustees for the Town of Palisade will consider directing the Town Manager to enter into contract with Slate Communications for marketing services as recommended by the Tourism Advisory Board.

SUMMARY:

The Request for Proposal (RFP) process for a marketing agency began on November 30, 2023, at the direction of the Palisade Tourism Advisory Board (TAB).

Fourteen responses to the RFP were submitted, and at a special meeting of the Tourism Advisory Board on February 22, 2024, four marketing agencies were interviewed for a three-year contract for marketing services.

As voted by TAB, Slate Communications was chosen as the finalist, and their proposed contract was reviewed by the Board at their regular meeting on March 21, 2024. By unanimous vote, TAB is recommending approval of the contract for marketing services with Slate Communications.

BOARD DIRECTION:

Approve directing the Town Manager to enter into a contract with Slate Communications for marketing services for the Town of Palisade.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into effective this 26th day of March, 2024, by and between the TOWN OF PALISADE, COLORADO, a statutory municipality (the “Town”), and Slate Communications, a Colorado LLC (“Contractor”).

WHEREAS, the Town desires that Contractor perform the services of TOURISM MARKETING SERVICES as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as Exhibit A; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference (“Services”), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. Compensation. The Town agrees to pay Contractor for the Services as set forth on **Exhibit B**. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be from the date first written above until terminated by either party as set forth herein.

4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

5. Ownership of Instruments of Service. The Town acknowledges the Contractor’s work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor.

6. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in 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.

7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

8. Insurance Requirements.

a. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor.

b. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town.

(ii) The policies described in subparagraph a. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as Exhibit C and incorporated herein by reference.

e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and

agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

- f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally.

- (i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least ten (10) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.
- (ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least ten (10) (same as Town) calendar days prior to the effective date of termination.

- b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within five (5) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor

shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

11. Reserved.

12. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.
- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (i) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the

subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- g. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

13. Compliance with C.R.S. § 24-76.5-103.

- a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:
 - (i) complete the affidavit attached to this Agreement as Exhibit D.
 - (ii) attach a photocopy of the front and back of one of the valid forms of identification noted on Exhibit D.
- b. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the Town shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the Town determines through such verification process that Contractor is not an alien lawfully present in the United States, the Town shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

14. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

15. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

16. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this

Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Mesa, State of Colorado.

18. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

19. Assignability. Contractor shall not assign this Agreement without the Town's prior written consent.

20. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

21. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

22. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

24. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town: Town of Palisade
 Town Administrator
 P.O. Box 128
 Palisade, Colorado 81526-0128

If to Contractor: Slate Communications
 4709 Overhill Drive
 Fort Collins, CO 80526

25. Authority. Each person signing this Agreement, **and any addendums or attachments hereto**, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

26. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF PALISADE, COLORADO

By: _____
Town Administrator

By:  _____
Title: 3/18/2024 _____

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT B
PROFESSIONAL FEES**

slate

COMMUNICATIONS

We are local government communicators. Nothing more, nothing less*.

*Okay, maybe a bit more. We're also marketing strategists, storytellers, and kinda nerdy when it comes to local government.



STRATEGY

Some challenges require perspective from those who have been there before. That's us.



STORYTELLING

Every community, every decision, every service has a story behind it. We help you tell it.



PUBLICATIONS

Digital or print, publications consume a lot of staff time and sanity. Let's take it off your plate.

OUR PARTNERS

That's right, partners, not clients. We're in this together. We're proud to support this growing list of collaborators.



LETTER OF TRANSMITTAL

HELLO

Thank you for the opportunity to submit a proposal in response to your Request for Proposals for Tourism Marketing Services.

Working with Chairwoman Juliann Adams and the rest of Palisade's Tourism Advisory Board has been a true pleasure over the past three years. We are deeply invested in the success of the Palisade community, and we are excited for the chance to continue our partnership to help promote responsible tourism and give visitors the chance to fall in love with Palisade the way we have.

It's no secret how much Palisade has made its way into our hearts. Our team is full of Colorado locals who love mountain biking, a good glass of wine, sampling local eateries, and just enjoying all that the great outdoors has to offer. We've spent time doing all of these activities and getting to know the locals. We are proud to be part of Palisade's story.

We are ready to breathe new life into our marketing strategy with an expanded advertising budget in order to reach new audiences in Utah and other surrounding states, drive earned media, encourage off-season visitation, strengthen the relationships between visitors and residents, and continue to position Palisade as the ideal Western Slope getaway.

So, let's get to work!

Most Sincerely,



Kim Newcomer
CEO | Founder

slate
COMMUNICATIONS



4709 Overhill Dr.
Fort Collins, CO 80526



Contact: Kim Newcomer
970-797-2015
slatecommunications.com
kim@slatecommunications.com



Facebook
slatecommunications

Twitter
@slatecomm

LinkedIn
Slate Communications

**Certified Disadvantaged
Business Enterprise (DBE)** in
Colorado (majority woman-
owned)

PROFILE

EXPECT SOMETHING DIFFERENT

Not all marketing firms are community marketing firms. Many agencies don't know how to balance best practices, lean budgets, and Tourism Board expectations – we do from our combined 40+ years of community and tourism marketing experience. We're a team that can help bring together the needs of your residents, local businesses, visitors, and Town staff to create compelling promotions to drive responsible tourism and economic growth and position Palisade as the ideal year-round getaway.

WHY SLATE?

We believe that informed and engaged residents make better communities.

- Award-winning branding and marketing
- In-house city communication experience
- Continuous communication
- Timeless graphic design
- Local and first-hand knowledge of the area
- Tourism marketing experience
- Photography and videography skills



INDUSTRY KNOWLEDGE

We've been working for local governments to support strategic community engagement for a combined 75+ years.



PARTNERSHIP-DRIVEN

We are collaborative and passionate about your success.



HOW WE DO IT

Our proven EPIC process results in improved education, awareness, and support.



NATIONALLY RECOGNIZED

We're honored to have won awards for both strategy and implementation from organizations across the country.

PROFILE

YOUR SLATE TEAM (KEY PERSONNEL)

Our team of community marketing experts not only know and love the Palisade community, but we also understand effective tourism marketing. Our team is excited to lend the Town of Palisade our proven knowledge and hands-on experience in promoting unique Colorado destinations to help you reach your tourism goals.



KIM NEWCOMER

Roles: Strategy and Budgeting



RYAN BURKE

Roles: Strategy, Analysis, Tourism and Industry Research and Concepts



MELITA PAWLOWSKI

Roles: Client Liaison, Tourism Marketing Strategy, Content Creator, Implementation



SHANNON CHAFFEE

Roles: Web Design, Graphic Design, Ad Creative, Tourism Campaign Concepts, Photo Editing

PROFILE

YOUR SLATE TEAM (KEY PERSONNEL)

KIM NEWCOMER

CEO | Founder

Kim brings 25 years of experience in communications and marketing for communities and proven success blending traditional communication tools with progressive engagement techniques. Prior to founding Slate, she led the communications programs for the communities of Vail, Durango, and Fort Collins, CO.



PROFILE

YOUR SLATE TEAM (KEY PERSONNEL)

RYAN BURKE

Storyteller | Founder

Ryan has more than 26 years of experience in creative marketing and brand development with 17 of those years specializing in local government. His work has won awards through 3CMA, TAMI, Center for Digital Government, American Advertising Federation and the Society for Publication Designers.



PROFILE

YOUR SLATE TEAM (KEY PERSONNEL)

MELITA PAWLOWSKI

Marketing & Communications
Strategist (Project Manager)

Melita has 5 years of experience in marketing, public relations, and community events and is passionate about using these skills to connect residents to their communities. She enjoys being creative and utilizing a mix of traditional and digital techniques to develop successful communication strategies.



PROFILE

YOUR SLATE TEAM (KEY PERSONNEL)

SHANNON CHAFFEE

Graphic Designer

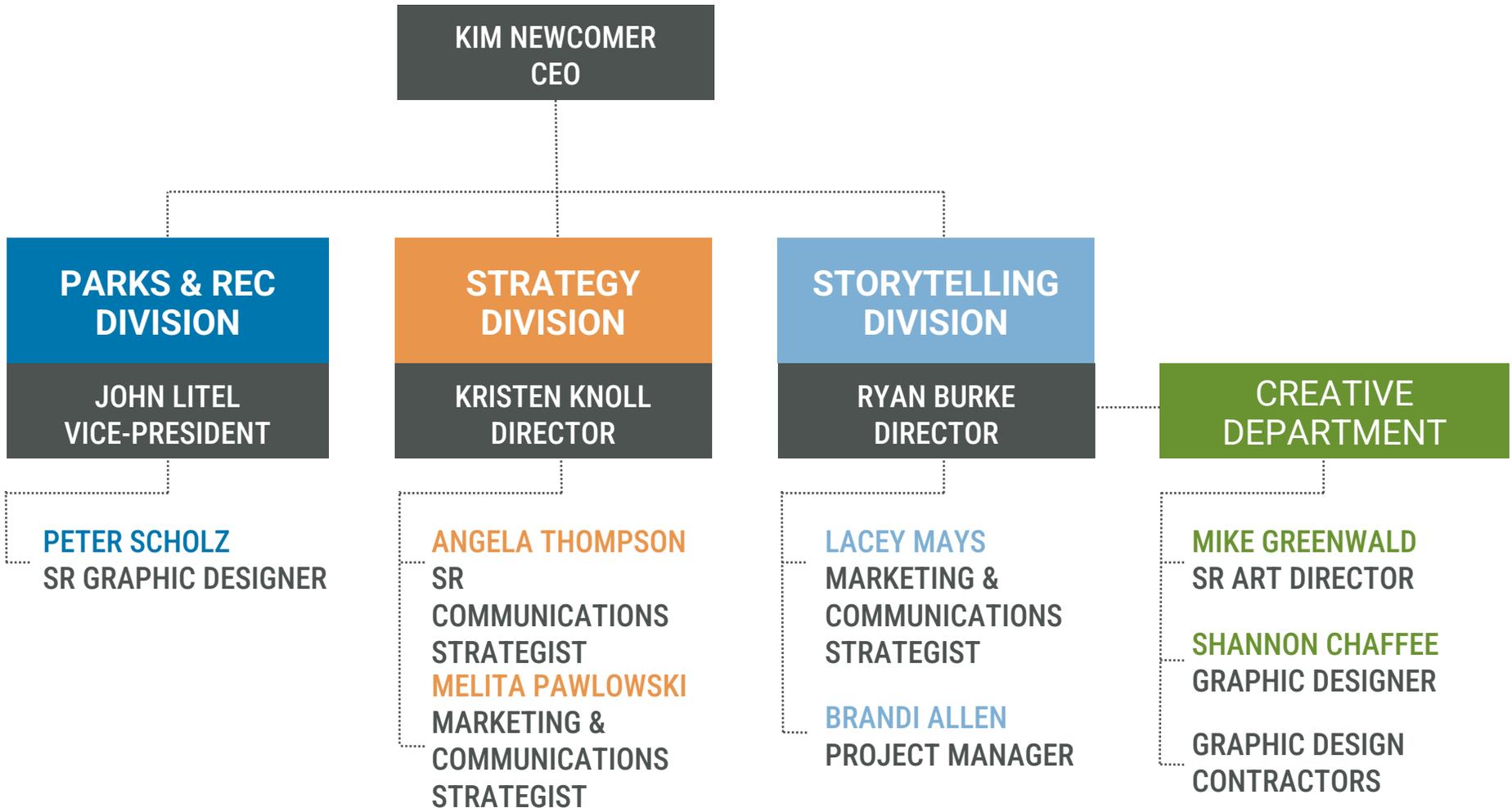
Shannon has more than eight years of experience developing websites and brand campaigns, as well as exploring unique creative solutions to support communication efforts in the public institution space. However, it's in the face-to-face interactions where Shannon truly shines. Her joy in meeting clients fuels collaborative sessions, turning abstract ideas into tangible designs.



PROFILE

SLATE ORGANIZATIONAL CHART

SUPPORTING PERSONNEL



APPROACH



NEW STRATEGIES & RECOMMENDATIONS

Over the past several years together, we've learned a lot about what works well and what doesn't to drive visitors to Palisade. We've built a solid foundation, established relationships with local businesses and stakeholders, gotten to know community events, and identified new opportunities for growth and change. We plan to maintain that momentum, but with an expanded budget, we're also thrilled about the opportunity to capitalize on some of those new opportunities! Here are some new strategies and recommendations we'd like to implement based on the feedback from TAB and current market opportunities.

APPROACH

NEW STRATEGIES & RECOMMENDATIONS

(cont.)

As your strategic partners, we'd work together to develop a four-season marketing plan. We will reflect on previous tactics as we consider how to honor, preserve, and promote the unique characteristics of Palisade. This includes ensuring that our marketing plan is equitable to businesses and considers the community. Knowing that budgets are tight, our approach is thoughtful and strategic about where we spend our dollars. We want to make sure you are getting the most bang for your buck!



APPROACH

Here are a few of the big themes we plan to include in the marketing plan:

1. Double down on advertising in Utah, where a vast number of our ideal visitors reside.
2. Expand efforts around event and festival promotion, as this has proved an effective driver to our website.
3. Grow media partnerships to result in earned media.
4. Website SEO and content marketing strategy.
5. 'Do Palisade Right' campaign support with the CTO and emphasis on bridging the gap between residents and visitors.
6. Tackle the big projects and TAB's long-term visions.

NEW STRATEGIES & RECOMMENDATIONS

(cont.)



APPROACH

1

DOUBLE DOWN ON ADVERTISING IN UTAH

Utah has long been a priority for the Palisade TAB, and in 2023, we experimented with some new advertising platforms targeting that audience. The campaign ended with wild success, more than doubling the expected conversion rate. This not only confirmed that Utah is the right target audience for Palisade but also identified what topics this audience is most interested in. With this data, we can narrow in on this audience because we know their interests. Spoiler alert: it's local events and agriculture! (Don't worry; wine and outdoor recreation also ranked highly). We are excited to see how increased ad spend aimed at the Utah market will drive website visits, room nights, and sales tax dollars.



APPROACH

2

EXPAND EVENT AND FESTIVAL PROMOTION

It's no secret that Palisade has some of the best festivals around – signature events such as the Palisade Bluegrass and Roots Festival, Palisade Peach Festival, and Colorado Winefest bring in crowds from all over! And we've seen a similar pattern in our marketing results.

Advertisements that mention local events consistently perform better, and the Events page on the website is always one of the most visited. This tells us that this is information visitors want to know, and they are willing to make a trip to Palisade for these events! While events have always been a key focus of marketing and advertising, we plan to take it a step further in 2024.

WHAT DOES THIS MEAN?

- More targeted email campaigns to drive ticket sales and accommodations bookings
- Portions of the ad spend are directed specifically toward events
- Social media targeted ads for signature events
- Content marketing strategy providing itineraries and 'all you need to know' articles surrounding signature events



APPROACH

3

GROW MEDIA PARTNERSHIPS

We know that the media has been a secret weapon for Palisade. Features in publications such as *USA Today* and *Travel + Leisure* magazine have a measurable impact on visits to the website. We've noticed and documented these spikes in visitors.

It's simple: media stories increase brand awareness, which leads to more trips planned to Palisade. For this reason, we plan to set aside part of the budget to work with travel influencers, build relationships with journalists, and plan media trips. This includes tapping into the CTO's network of journalists and advocating for Palisade as a destination of choice. We also plan to use a grassroots strategy to target our ideal publications and reporters all year long.



APPROACH

4

WEBSITE SEO AND CONTENT MARKETING STRATEGY

We all know the new Visit Palisade website launch in 2023 was a BIG DEAL! It has made it easier for website editors to update and monitor content on the backend, and it also has improved the user experience on the front end to help our visitors find restaurants, comfortable accommodations, and wineries to try.

With this solid foundation and site in place, we can't wait to continue building upon the site and expand our content marketing strategy. This means narrowing in on topics people are most interested in (for example, *"where can I pick fruit in Palisade?"*) and updating old articles so that anyone searching for *"Olde Fashioned Christmas in Palisade"* can find this year's dates and schedule of events. Building upon our existing content and refining our strategy will help the Visit Palisade site rise in search engine result pages, rank for new keywords, and ultimately be found by more people looking for the *"perfect nearby weekend getaway!"*



APPROACH

5 DO PALISADE RIGHT

As both Colorado locals and tourism marketing experts, we're all too familiar with the phrase "sustainable tourism." And as Coloradans ourselves, we understand why some residents might be reluctant to bring visitors to their slice of paradise. But we know, as do you, that a healthy balance can be found. Tourism drives sales tax dollars and the local economy, but we also want to ensure orchards are respected, trails are maintained, and our visitors respect your unique agricultural roots. We plan to partner with the CTO and the 'Do Palisade Right' campaign to help educate visitors on the best ways to enjoy Palisade like a local!



WHAT DOES THIS LOOK LIKE?

- Collaborate with the CTO and TAB to identify Palisade-specific needs for respectfully touring the area
- Seamlessly integrate this messaging into our blogs, emails, and social media campaigns
- Create easy-to-find resources on the website
- Utilize friendly and welcoming language while outlining visitor expectations
- Resident-focused messaging to bridge the gap between visitors and residents (see more on page 26)

APPROACH

6 TACKLE THE BIG PROJECTS

The Palisade TAB is full of passionate people with big ideas! We know that you have dreams and goals for the Town of Palisade that could make a big splash in your marketing. Slate is aware of these goals and is prepared to help bring them to fruition. It may not happen overnight, but we are just as excited as you are to see ad partnerships at the Grand Junction airport, add an Amtrack stop in Palisade, or discuss any other big dreams that you have!



HOW WILL WE DO IT?

- **Explore:** Every good marketing campaign starts with research. We're happy to investigate opportunities, review media kits, and meet with stakeholders to get the ball rolling.
- **Position:** Slate believes wholeheartedly in relationships – we will maintain consistent relationships with stakeholders or be present at meetings to support the TAB and these goals.
- **Implement:** You already know we can implement the campaign. When the time comes, Slate has experience in designing ad creative and writing action-inspiring copy.
- **Create:** The follow-up is just as important as the initial campaign launch! We will continue to monitor the success of new projects and measure ROI.

SUMMARY OF EXPERIENCE

FRUITA, CO TOURISM CAMPAIGN

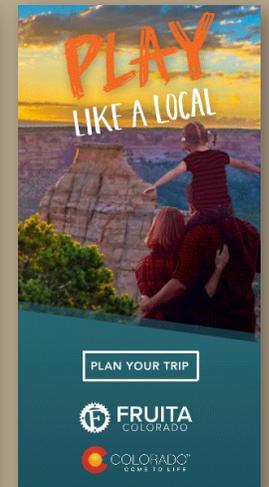
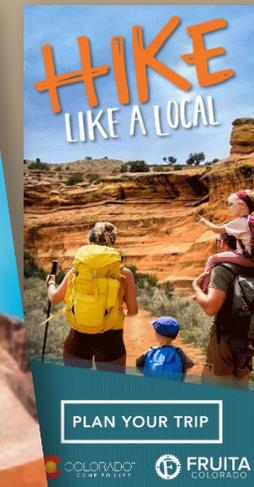
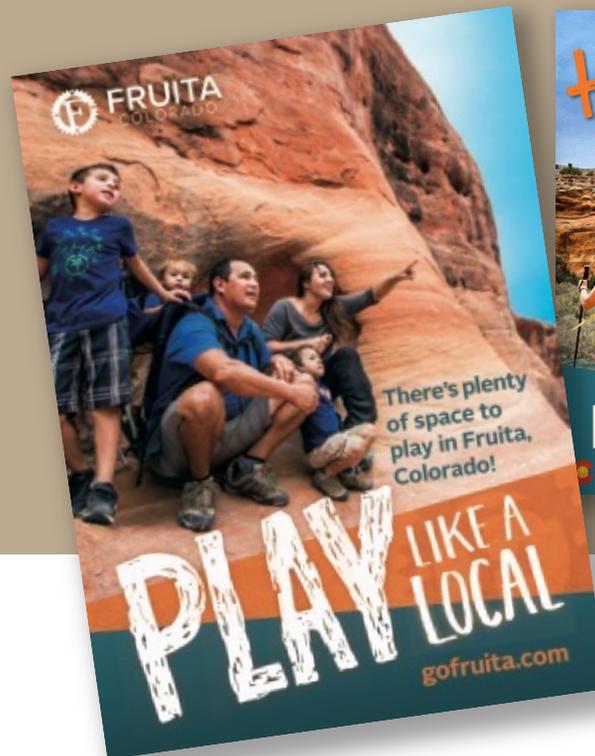
SERVICES PROVIDED:

- Created a comprehensive marketing plan and “Play Like a Local” campaign
- Developed and distributed Visitor Guide
- Developed strategic messaging and collaborated with local businesses
- Redesigned website to improve usability and integrate marketing campaign messaging
- Managed targeted ad campaigns with proven return on ad spending to convert visitors to Fruita to get more heads in beds
- Developed comprehensive photo and video library

CONTACT:

Joel Kincaid
City of Fruita Mayor
970-250-9557
JKincaid@Fruita.org

Date: 2017-2020



SUMMARY OF EXPERIENCE

CENTRAL CITY, CO TOURISM CAMPAIGN

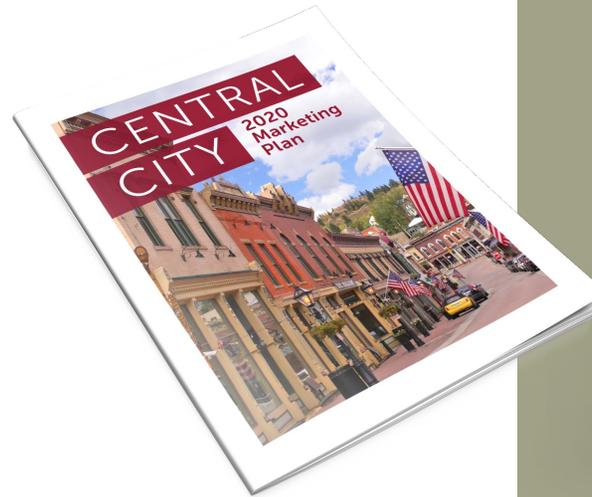
SERVICES PROVIDED:

- Created a comprehensive marketing plan and visual campaign
- Redesigned website to establish a solid digital presence
- Developed strategic messaging and collaborated with local businesses
- Utilized CRAFT funding to enhance visual storytelling through the development of a strong photo and video library
- Explored new and unique advertising platforms and implemented successful video campaigns

CONTACT:

Lisa Roemhildt, Community Development Director
LRoemhildt@CityofCentral.co
(303) 582-5251 ext. 306

Date: 2020-2023



SUMMARY OF EXPERIENCE

PARK COUNTY, CO TOURISM CAMPAIGN

SERVICES PROVIDED:

- Created Explore Park County campaign concept
- Created and implemented a strategic marketing plan
- Created and managed tourism website and social media



CONTACT: Andrew Spencer, Director of Heritage, Tourism & Community Development
ASpencer@ParkCO.us
719-836-4298

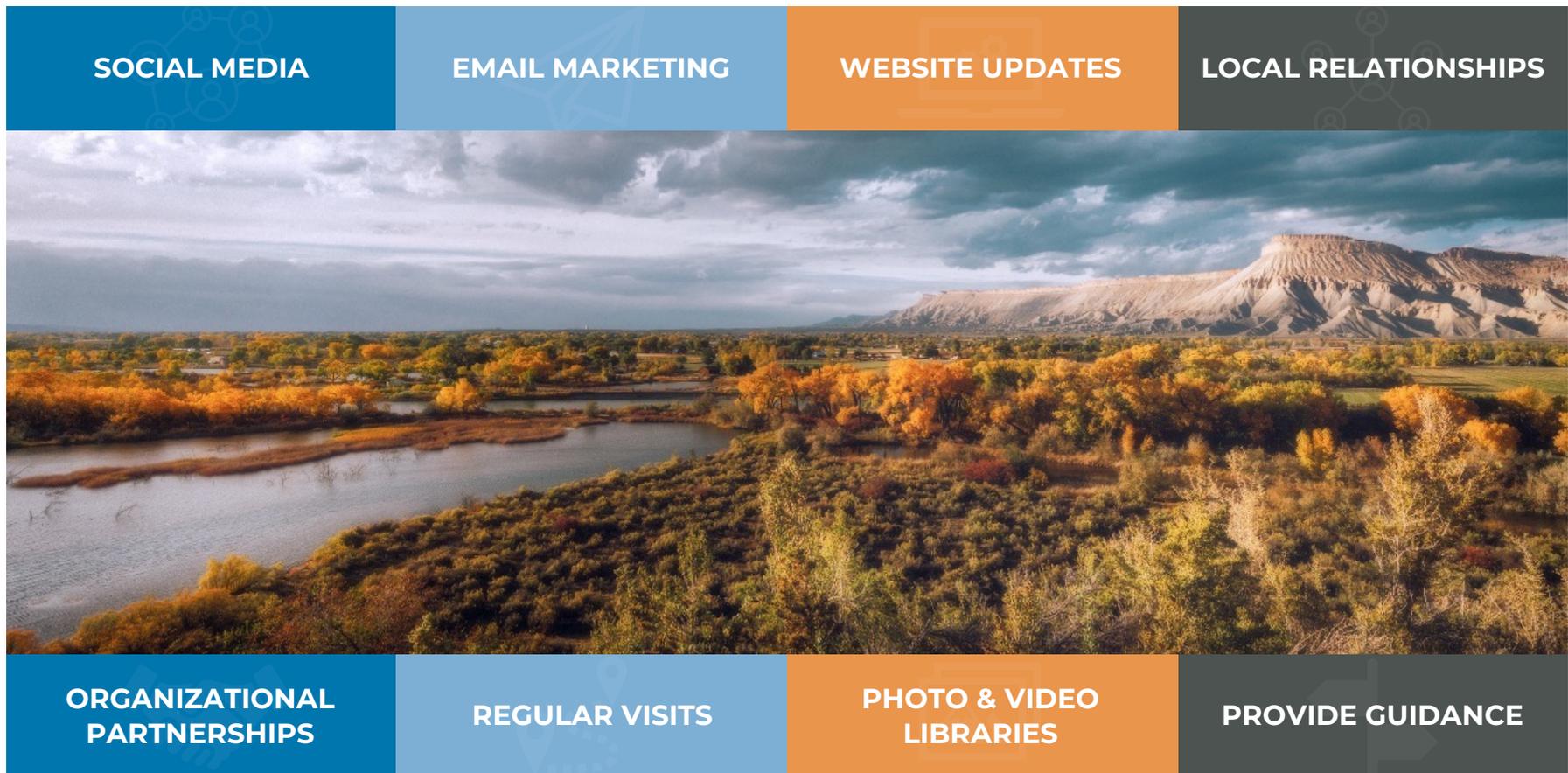
DATE: 2017-2020



ADDITIONAL INFO

KEEP DOING WHAT WORKS

We're fortunate to have a great relationship with current members of the TAB and Town of Palisade staff. While we're eager to jump in with new tactics, we also want to maintain the momentum of what already works. With a larger budget, we can also do more of these things! This means that Slate will continue to execute the following day-to-day marketing activities throughout the four-season marketing plan:



ADDITIONAL INFO



SOCIAL MEDIA

Maintain an active social media presence on Facebook and Instagram with various photos and videos featuring local attractions, businesses, trip itineraries, advertisements, local events, educational information, and more aimed to reach our variety of audiences.



EMAIL MARKETING

Targeted email marketing that features upcoming events, new blog posts and itineraries, suggested trip ideas and activities, local accommodations, restaurants and wineries to try, and seasonal activities.



WEBSITE UPDATES

Constant SEO updates and website improvements keep the Visit Palisade website ranking highly. Slate monitors broken links, out-of-date content, high-volume searches, competitor rankings, and more to ensure that Palisade's tourism website performs and attracts new visitors.



LOCAL RELATIONSHIPS

Local relationships are key to successful tourism marketing. We will continue prioritizing visiting with and promoting local businesses, restaurants, accommodations, events, and activities by getting to know the people who own and manage these organizations. We are always willing to support local business owners by meeting with the Chamber, hosting marketing seminars, scheduling photoshoots, and including their events in our marketing channels.

ADDITIONAL INFO



ORGANIZATIONAL PARTNERSHIPS

Larger organizations, such as the Colorado Tourism Office, can help us reach much wider audiences! We also understand the power of partnering with visitor centers across the state and neighboring communities. We will continue prioritizing these relationships, partnering with the CTO staff, and collaborating on campaigns and projects to benefit Palisade's marketing efforts.



REGULAR VISITS

We may be based on the Front Range, but we have strong ties to Palisade and the Grand Valley! Slate will always be willing to make in-person visits, attend events, and spend time on the Western Slope to ensure that Palisade has the right support to meet its marketing goals.



PHOTO & VIDEO LIBRARIES

In our very visual and digital society, high-quality videos and photos can make a huge impact on the success of a marketing campaign. With very skilled videographers and photographers on staff, Slate will continue scheduling video and photo shoots to ensure that Palisade's libraries stay up-to-date, relevant, and gorgeous. After all, a picture says a thousand words!



PROVIDE GUIDANCE

We know that as the tourism board, you are bombarded with marketing and promotional opportunities all the time! Slate is always here as a sounding board (or shield if needed) to determine if an avenue is the right move for Palisade.

VALUE- ADDED COMPONENTS

We like to think
outside of the box...

ECONOMIC IMPACT SUMMARY

Within this marketing plan, we propose using a small portion of the funds to focus on residents. At Slate, we believe that informed and engaged residents make better communities. We've heard the grumbings from Palisade locals who wish fewer visitors were crowding their favorite restaurants and parking along their streets.

Slate would partner with the Palisade Chamber of Commerce to help the community understand the positive economic impact of tourism. It's a critical component of the local economy, and we feel that a local campaign that celebrates tourism and the value it brings could go a long way. This campaign will also honor and celebrate the people behind the dollars including retail clerks, hotel housekeepers, restaurant servers, and bartenders.

MEASUREMENTS

For this new contract, we will work closely with the TAB to build a set of new benchmarks to measure success. This will allow us to gain a full picture of marketing efforts from the top of the funnel to the bottom, allow us to fine-tune, adjust course, and allocate more resources to what's working.

SOME MEASUREMENTS WE WILL USE MAY INCLUDE:

- Lodging nights booked
- Website traffic acquisition, behavior, and demographics
- Landing page and booking conversions
- Email marketing subscribers, open rates, click-through rates, and unsubscribe rate
- Social media followers, impressions, and engagements
- Paid advertising placements, impressions, click-through rates, and cost per click
- Total number of media pitches
- Total number of media mentions and stories

As you've seen from Slate for the past three years, we will continue to provide monthly updates to the TAB on current projects and ad placement results, quarterly reporting documents, and annual presentations to the Palisade Board of Trustees. We are happy to provide any additional data as requested.

PRICING

PALISADE 2024 ANNUAL WORKPLAN

MONTH	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	COST
SOCIAL MEDIA & ONLINE CONTENT													\$10,000
Social media post creation													
Social media monitoring and engagement													
Social media Reels development													
Blog writing and itinerary development													
Email newsletters													
Drive email lead generation													
ADVERTISING MANAGEMENT, CONTENT & DESIGN													\$8,000
Coordination with advertising platforms													
Reporting and reviewing ad success													
Content creation													
Design of ads													
Media partnerships and media pitches													
ADVERTISING BUYS													\$35,000
Digital Advertising													
CTO													
Print													
Social Media													
Influencer management													

PRICING

PALISADE 2024 ANNUAL WORKPLAN

MONTH	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	COST
WEBSITE MANAGEMENT, HOSTING, CONTENT UPDATES													\$12,000
SEO monitoring and updates													
Content marketing strategy													
Content updates													
Event page management													
Monthly security updates													
ADA compliance subscription													
VIDEO/PHOTOGRAPHY													\$5,000
Telling local stories													
Documentation of local amenities and activities													
Photo and video editing													
PARTNERSHIP COORDINATION													\$5,000
Meet with Chamber and local businesses													
Work with Visitors Center to distribute brochures													
Meet with local businesses and provide marketing support													
Economic Impact Summary													
												\$75,000*	

*This is a 'do not exceed' cost proposal.

ADDITIONAL INFO

WE DON'T LIKE TO BRAG, BUT...

Slate is proud to have won several awards on behalf of our community partners.

2018 3CMA Savvy Award - Printed Publication
Englewood Citizen Magazine

2021 3CMA Savvy Award - Website Redesign
cityofsalida.com

2019 TAMI Award - Communications Plan
City of Corinth, TX

3CMA: six-time SAVVY recipient

2016 AVA Digital Platinum Award - Government
Website Poudre Fire Authority Digital Annual Report

2015 AVA Digital Gold Award - Government Website
City of Castle Pines, CO

American Advertising Federation (ADDY): Gold Award

Best of the Web & Digital Government Achievement
Awards: 3rd Place & Finalist

National Association of County Information Officers: Superior
Award for Brochure

Golden Ink Awards: Gold & Silver for Publication Design

Society of Publication Awards: Gold, Silver & Honorable for
Publication Design

ADDITIONAL INFO

YOUR ONE-STOP SHOP

We love a good marketing strategy as much as anybody else!

But we know that a strategy without a plan on how to implement helps no one. That's why we offer comprehensive services to help bring your marketing to life.



STRATEGIC COMMUNICATIONS PLANNING



SOCIAL MEDIA STRATEGY AND MANAGEMENT



VISUAL STORYTELLING & GRAPHIC DESIGN



MEDIA RELATIONS STRATEGY



COMMUNITY ENGAGEMENT



WRITING & CONTENT DEVELOPMENT



VIDEO AND PHOTOGRAPHY



PUBLICATIONS

(annual reports, recreation guides, budget briefs, digital and print publications)

EXHIBIT C

**CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS'
COMPENSATION LAW AND ACKNOWLEDGEMENT OF
RISK/HOLD HARMLESS AGREEMENT**

("Contractor") certifies to the Town of Palisade ("Town") that it is exempt from the provisions of the Colorado Workers' Compensation Act.

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the Town with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the Town.

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Contractor agrees to defend, indemnify, and hold harmless the Town from all such claims.

By: 
Title: 3/18/2024

EXHIBIT D

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, Kim Newcomer, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Kim Newcomer
Signature

3/18/2024
Date

INTERNAL USE ONLY	Valid forms of identification
	<ul style="list-style-type: none"> ---current Colorado driver’s license, minor driver’s license, probationary driver’s license, commercial driver’s license, restricted driver’s license, instruction permit ---current Colorado identification card ---U.S. military card or dependent identification card ---U.S. coast guard merchant mariner card ---Native American tribal document
	<p>The following forms of identification may be accepted through February 28, 2007*</p> <ul style="list-style-type: none"> ---original birth certificate from any state of the United States ---certificate verifying naturalized status by U.S. with photo and raised seal ---certificate verifying U.S. citizenship by U.S. government, e.g., U.S. passport ---order of adoption by a U.S. court with seal of certification ---valid driver’s license from any state of the U.S. or the Dist. of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI ---valid immigration documents demonstrating lawful presence, e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card <p>*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or driver’s license. Contact your department director.</p>



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: **March 26, 2024**

Presented By: **J Hawkinson, Town Administrator**

Re: **Design, Engineering & Construction Management of Elberta Sidewalks
and 2 Bridges**

SUMMARY:

The Town of Palisade was awarded a \$1.8 million grant. This is an MMOF CDOT grant for sidewalks and two pedestrian bridges from Wine Country Road to First Street. The bridges will be on each side of the canal, and there will be a detached multi-use path on the west side of Elberta.

The Town published and had a competitive RFQ Process (Request for Qualifications). Per CDOT requirements and Town procurement, a required pre-bid meeting was held, followed by questions. The Town published the project in multiple locations for three weeks. The Town received three RFQs. The selection committee of 5 unanimously selected JUB for the project.

BOARD DIRECTION:

Approve directing the Town Manager to enter into contract with JUB Engineering for the Design, Engineering, & Construction Management of Elberta Sidewalks and 2 Bridges, meeting grant and CDOT requirements.



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: - -TBD
J-U-B Project Manager: Erik Snyder

This Agreement entered into and effective this 11 day of March 2024, between Town of Palisade, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Provide a safe corridor for pedestrians within the Town of Palisade by the addition of a multi-use path on the west side of Elberta Avenue from Wine Valley Road to Frist Street, two (2) pedestrian bridges over the Grand Valley Water Users High Line Canal, and a crossing of the Palisade Irrigation District's Price Ditch facility. hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Janet Hawkinson, Town Manager</u>	Work telephone	<u>970-464-5602</u>
	Address	<u>175 East 3rd Street</u>	Home/cell phone	<u>970-296-0468</u>
		<u>Palisade, CO 81526</u>	FAX telephone	<u>n/a</u>
			E-mail address	<u>jhawkinson@townofpalisade.org</u>

For J-U-B:

1.	Name	<u>Erik Snyder, Project Engineer</u>	Work telephone	<u>970-208-8508</u>
	Address	<u>305 Main Street</u>	Cell phone	
		<u>PO Box 1161</u>	FAX telephone	<u>n/a</u>
		<u>Palisade, CO 81526</u>	E-mail address	<u>esynder@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Elberta Ave MM Project
Remarks: n/a

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
Town of Palisade

NAME
175 East 3rd Street

STREET
Palisade, CO 81526

CITY / STATE / ZIP CODE

BY (Signature)
Janet Hawkinson / Town Administrator

NAME / TITLE

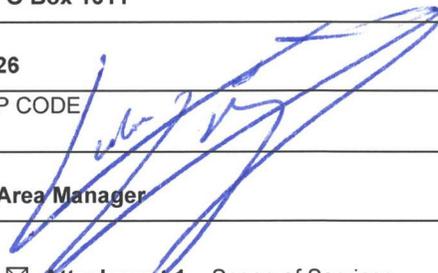
BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
305 Main Street, PO Box 1611

STREET
Palisade, CO 81526

CITY / STATE / ZIP CODE

BY (Signature)

Luke Gingerich / Area Manager

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.
 Attachment 1 – Scope of Services, Schedule, and Basis of Fee
 Attachment 2 – Special Provisions
 Standard Exhibit A – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT



ATTACHMENT 1

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES
for
Town of Palisade & CDOT Elberta Multi-Modal Improvement Project
CDOT Project Number MO21-006
CDOT Project Code 25363
Palisade, Colorado

Scope of Services, Basis of Fee, and Schedule
March 12, 2024

PROJECT NAME: Town of Palisade & CDOT Elberta Multi-Modal Improvement Project

CLIENT Town of Palisade, CO

J-U-B PROJECT NUMBER: TBD

CLIENT PROJECT NUMBER: Town of Palisade & CDOT Elberta Multi-Modal Improvement Project

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The following scope is for the preparation of design, bid phase, and construction management services for the Town of Palisade & CDOT Elberta Multi-Modal Improvement Project. The goal of the project is to provide a safe corridor for pedestrians within the Town of Palisade (the Town). This will be accomplished by the addition of multi-use path on the west side of Elberta Avenue from Wine Valley Road to Frist Street, two (2) pedestrian bridges over the Grand Valley Water Uses High Line Canal, and a crossing of the Palisade Irrigation District's Price Ditch facility.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

Scope Task	Scope of Services	Deliverables
1	Project Startup and Management. Periodic meetings/ conference calls will be attended by the J-U-B project manager as needed. (Assumes up to two (2) zoom meetings in addition to the in person milestone meetings) J-U-B will prepare an agenda and meeting minutes. Coordination with sub-consultants. Includes miscellaneous expenses.	Agenda and Meeting Minutes
2	Kick off meeting with the Town and CDOT. The pre-design meeting will be attended by the J-U-B project manager. The meeting will be held remotely, with up to three J-U-B staff joining in. J-U-B will prepare an agenda and meeting minutes. Conceptual design will be reviewed at this meeting.	Agenda, Conceptual Design, and Meeting Minutes

3	<p>Progress reports/Coordination. The project manager will prepare monthly progress reports that will be submitted with the invoice. Includes miscellaneous expenses. Assumes up to twelve (12) monthly invoices.</p>	Project progress Reports
4	<p>Data Gathering and Site Visit. This item will include one site visit conducted during topo survey of the project with up to two (2) engineers attending.</p>	Field notes
5	<p>Utility Investigations. J-U-B will work with Ayres to coordinate and request as-built data from various utility owners, including those for Price Ditch and Government Highline Canal. J-U-B will investigate proximity of existing utilities with the project alignment and evaluate as-built data provided by the various utility owners.</p>	Information to be provided on appropriate plan sheets.
6	<p>Conceptual Plan Design J-U-B will develop a conceptual design for the project prior to beginning detailed design for review by the Town.</p>	Conceptual plans
7	<p>Topographic survey, processing and management J-U-B will coordinate with survey sub-consultant and utility providers. This scope includes preparation of Right of Way map from existing deeds and Right of Way monumentation. Survey will be completed for the length of the project, between the east and west proposed project limits. One (1) pre-survey conference, as required by CDOT, will be attended by J-U-B and survey sub-consultant.</p>	Project base map and control
8	<p>Geotechnical Investigation, Testing, and Reporting J-U-B will coordinate with the geotechnical sub to obtain soil information required for the design of the two pedestrian bridges and sidewalk retaining wall</p>	Geotechnical report
9-16	<p>Develop 30% plans Tasks 9 through 16 involve the development of the FIR plan sheets, that will include; general, geometrics, removal, plan and profile, grading and drainage, SWMP, landscape, details, cross sections, accompanied by a preliminary drainage design and associated memorandum.</p>	Plan sheets and Memorandum
17	<p>Preliminary Drainage Design with Drainage Memo A memo will be prepared to compare the existing and proposed drainage conditions.</p>	Draft Memorandum
18	<p>Conceptual & Preliminary Bridge Design Two pedestrian bridges will be installed across the Government Highline Canal adjacent to the vehicle bridge. J-U-B Engineers will provide the following services during the design phase of the project:</p> <ul style="list-style-type: none"> • Identify the appropriate structure type for the two pedestrian bridges for the project • Develop the structure design criteria • Develop situation and layout drawings for the bridges 	Structural Designs

	<ul style="list-style-type: none"> Coordinate with premanufactured bridge companies to develop bridge reactions that can be used in foundation designs Develop structural calculations for the abutment, wingwall, and foundation elements of the bridges Provide structural drawings for the substructure elements of the bridges Coordinate design with other disciplines to provide an appropriate design for the project Submit drawings for client review. 	
19	<p>Coordination with Mesa County for G 7/10 Road Intersection</p> <p>J-U-B coordinate with Mesa County on how to integrate the west pedestrian bridge approach and proposed sidewalk with the access to G 7/10 Road from Elberta Ave.</p>	Inclusion into design
20	<p>Quantities & Opinion of Probable Construction Cost (OPCC)</p> <p>J-U-B will develop a 30% OPCC for the project</p>	30% OPCC
21	<p>QA/QC & 30% Submittal</p> <p>Prior to each submittal J-U-B will perform a QA/QC process which includes sending drawings to other J-U-B staff members for review and comment. Dan and Todd will be reviewing the drawings and OPCC.</p>	Submittal to Town of Palisade and CDOT. J-U-B will have QA/QC redlines on record
22-23	<p>Begin ROW Acquisition</p> <p>Up to seven properties will require easement/ROW acquisition.</p>	ROW Acquisition
24	<p>Attend Preliminary Design Meeting (FIR)</p> <p>J-U-B Project Manager and Project Engineer will meet with Town and CDOT staff for the review and comment on the 30% plans.</p>	Agenda and meeting minutes
25	<p>Open House Event</p> <p>Public open on-site house meeting (1) for the general public to present the project, and answer questions/solicit comment. Assumes up to four (4) J-U-B staff in attendance.</p>	Meeting materials including a scroll plot of the project, comment sheets, summation of visitor input.
26-34	<p>Develop 95% plans</p> <p>Tasks 26 through 34 involve the development of the FOR plan sheets, that will include; addressing FIR review comments, general, geometrics, removal, plan and profile, grading and drainage, SWMP, landscape, details, cross sections, accompanied by a final structural design,</p>	Plan Sheets and Details
35	<p>Final Drainage Design with Drainage Memo</p> <p>A memo will be prepared to compare the existing and proposed drainage conditions.</p>	Final Memorandum
36	<p>Bridge Design</p> <p>J-U-B will address FIR bridge design comments in preparation for FOR submittal.</p>	Structural Designs
37	<p>Revise Quantities & 95% OPCC</p>	95% OPCC
38	<p>Technical Specifications</p> <p>J-U-B will develop technical specifications relative to the project.</p>	Up to eight (8) technical specifications

39	QA/QC & 95% Submittal Prior to each submittal J-U-B will perform a QA/QC process which includes sending drawings to other J-U-B staff members for review and comment. Dan and Todd will be reviewing the drawings and OPCC.	Submittal to Town and CDOT. J-U-B will have QA/QC redlines on record
40	Attend Final Design Meeting J-U-B Project Manager and Project Engineer will meet with Town and CDOT staff for the review and comment on the 95% plans.	Agenda and meeting minutes
41-42	Address 95% review comments J-U-B will make plan and specification revisions based on FOR comments and develop final plans and design calculation.	Comment Resolution Review Form, Plan Sheets
43	Final Quantities & Opinion of Probable Construction Cost J-U-B will prepare final quantity tabulation sheets and develop final OPCC	Plan Sheets & OPCC
44	Final Technical Specifications and Bid Form J-U-B will develop final technical specifications for the project.	Technical Specifications
45	Final Bridge Design J-U-B will address FOR bridge design comments in preparation for Final submittal.	Structural Designs
46	QA/QC Final Submittal Bid Set Prior to each submittal J-U-B will perform a QA/QC process which includes sending drawings to other J-U-B staff members for review and comment. Dan and Todd will be reviewing the drawings and OPCC, and project special provisions of the technical specifications.	Submittal of Final Bid set to the Town and CDOT. J-U-B will have 95% QA/QC redlines on record.
47	Bid Assistance J-U-B will provide bid assistance related to technical inquiries and development of addenda during bid advertisement. Assumes up to two (2) addendums.	Bid support documents
48	Attend Pre-Bid Conference J-U-B Project Engineer will attend the pre-bid conference and provide written response to technical questions. We assume the conference will be held remotely.	Response to technical questions.

Assumptions:

- CLIENT will be available during the site reconnaissance for discussion and information sharing.
- Electronic CAD files will be supplied to the CLIENT in AutoCAD Civil 3D format.
- Traffic analysis or studies will not be required by CDOT for this project.
- Adequate storm sewer infrastructure exists that will support the proposed improvements. No new piping will be designed. Existing inlets may be modified. Grading and drainage plan sheets will show drainage patterns information.
- The existing drainage pattern will be maintained. The drainage memo will reflect this.
- Up to seven (7) properties will require easement/ROW acquisition.
- All environmental permitting, including but not limited to Cat Ex Form 128b, will be completed by CDOT
- CDOT to provide all environmental mitigation measures resulting from the above items to J-U-B for inclusion in the project plans and specification.
- Public involvement (PI) including one on one open house will be coordinated to allow one trip for the PI person.
- A design will not be performed for the roadway design, and standard roadway cross sections for Grand Junction will be utilized. This is consistent with previously completed CDOT projects of similar nature.
- Town has the option to hold the public open house at FIR plan stage or FOR plan stage.
- No more than 15 QLA test holes will be required to complete the design.
- Overlay design will not be necessary.
- Prefabricated steel truss bridges (superstructure) will be designed by bridge manufacturer
- Independent structural calculations will not be required by CDOT
- Both bridges will be the same length and will use the same structural design for the foundations
- Design submittals will be limited to those outlined in the scope above

CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Participation in public open house meeting.
 2. Provision of location for public open house meeting.
 3. Prompt review of FIR, FOR, and Final project documents.
 4. Prompt response to requests for information regarding Town owned and maintained facilities.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Provision of Landscape Architecture for this project.

PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Material fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.

2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Service: If the period of service for the task identified above is extended beyond six months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
 - C. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
 - D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.



J-U-B ENGINEERS, INC.

J-U-B Engineers, Inc.
SERVICES REQUEST

FOR

Town of Palisade & CDOT Elberta Multi-Modal Improvement Project
CDOT Project Number MO21-006
CDOT Project Code 25363
Palisade, Colorado

Scope of Services and Basis of Fee
March 8, 2024

PROJECT UNDERSTANDING

The Service Request items are detailed in Part 1 to perform the Construction Management and Inspection services the Town of Palisade & CDOT Elberta Multi-Modal Improvement Project. The goal of the project is to provide a safe corridor for pedestrians within the Town of Palisade (the Town). This will be accomplished by the addition of multi-use path on the west side of Elberta Avenue from Wine Valley Road to Frist Street, two (2) pedestrian bridges over the Grand Valley Water Uses High Line Canal, and a crossing of the Palisade Irrigation District’s Price Ditch facility. Construction duration is assumed to be 90 working days. Specific scope items are covered below.

PART 1 – SERVICE REQUEST

- A. **Basic Services** – J-U-B’s Basic Services under this Request are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. The following abbreviations are used in this scope:

- J-U-B – J-U-B Engineers, Inc.
- YEH – YEH and Associates, Inc.
- CMI – Construction Management and Inspection

We will have the following subconsultants working on this project:

- YEH – will perform the required material testing and reporting per CDOT’s minimum construction material testing requirements.

Specific scope items are covered below.

1. Plans and specification review/setup project files
 - a. Scope of Services:
 - i. CMI team members will review plans and specifications, right of way contracts, and environmental commitments. The team members will compare the plans to CDOT’s Form 250 & Field Material Testing Requirements and develop a documentation needs list based upon the project pay items and documentation requirements.
 - b. Deliverables:
 - i. Documentation needs list
2. Pre-Construction Meeting & Coordination
 - a. Scope of Services:
 - i. CMI team members will begin coordinating with Town Staff on establishing roles, responsibilities, and expectations.

- ii. J-U-B will initiate a meeting with the awarded contractor prior to the Pre-Construction Meeting. This is the first step towards a collaborative project. The purpose is to informally meet the team members and discuss expectations, project risks and jointly establish project goals.
 - iii. J-U-B will coordinate and notify by email all interested parties regarding attendance to a pre-construction conference. This will occur prior to contractor mobilization on the project. The interested parties will include Town staff, the Contractor, Subcontractors, CDOT and affected agencies. J-U-B will conduct the Pre-Construction Meeting and prepare and distribute meeting minutes to all attendees.
 - b. Deliverables:
 - i. Pre-Construction Meeting Agenda & Minutes
- 3. Coordination/Weekly Meetings
 - a. Scope of Services:
 - i. J-U-B will schedule and conduct a weekly project coordination meeting with Town staff, the Contractor and CDOT to discuss the project schedule and resolve project related issues. 18 meetings are anticipated for this project. J-U-B will address concerns that arise from the Contractor, stakeholders and affected agencies during construction.
 - ii. J-U-B will coordinate with all stakeholders, CDOT, affected agencies and third party utilities.
 - b. Deliverables:
 - i. Meeting Agenda & Minutes (18 meetings)
- 4. Negotiate, Prepare and Process Change Orders
 - a. Scope of Services:
 - i. J-U-B will prepare and justify change orders, provide negotiation meetings for change orders and keep complete and accurate documentation using CDOT change order forms. J-U-B will obtain Town and CDOT approval prior to processing all change orders. Our hours are based on two change orders being required.
 - b. Deliverables:
 - i. Change Orders (2 each)
- 5. Review and Approve Contractor Submittals
 - a. Scope of Services:
 - i. J-U-B will review any submittals and shop drawings from the Contractor and verify compliance with specifications. J-U-B will review the Contractor's Critical Path Method (CPM) baseline and monthly updated schedules. This work plan is based upon a 90 working day construction timeline. Therefore, it is anticipated three schedules will be reviewed. J-U-B will review, respond and track requests for information (RFI's) submitted by the contractor.
 - b. Deliverables:
 - i. Review of submittals & RFI's
- 6. Material Documentation
 - a. Scope of Services:
 - i. J-U-B will provide current electronic and hard copy documentation in a format that is agreeable to Town & CDOT and will be submitted at the end of the project. J-U-B will review materials documentation before processing the monthly partial pay estimates to verify that CDOT Local Agency Documentation requirements are being fulfilled. J-U-B will prepare the project material files for closeout, prepare forms 250 and 379 with the required backup documentation, coordinate and respond to CDOT review comments as necessary for final acceptance.
 - b. Deliverables:

- i. CDOT Project Documentation
- 7. Project Accounting
 - a. Scope of Services:
 - i. J-U-B will document pay quantities and perform a quality check of the entries and verify the calculations. J-U-B will prepare monthly partial estimates in a format acceptable to Town. J-U-B will provide estimates to the Contractor for review and approval. J-U-B will then submit the estimates to Town for processing (once per month). Four partial estimates are anticipated for this project. Payment will be made in accordance with the contract documents and specifications. J-U-B will prepare the final estimate at the end of project for release of retention in a format acceptable by Town. J-U-B will provide the estimate to the Contractor for review and approval. Following Contractor approval, J-U-B will submit the estimate to the Town for processing and to begin the Notice of Final Settlement process.
 - b. Deliverables:
 - i. Partial Pay Estimates (4 each)
 - ii. Final Pay Estimate
- 8. CDOT Administrative Documentation
 - a. Scope of Services:
 - ii. J-U-B will provide current electronic and hard copy documentation in a format that is agreeable to Town and will be submitted at the end of the project. J-U-B will review certified payrolls using the LCP tracker, work with contractor on correcting deficiencies and project filing. We will verify that CDOT Local Agency Documentation requirements are being fulfilled to meet DBE, subcontractor and prompt payment requirements using B2G. Our Inspector will conduct employee interviews as required and review the project Bulletin Board for adherence to CDOT's requirements. J-U-B will prepare the required final forms for closeout per the Local Agency Checklist, coordinate with CDOT'S Local Agency representative and respond to their review comments as necessary for final acceptance.
 - b. Deliverables:
 - ii. Project Documentation
- 9. Field Inspection (90 Working Days)
 - i. Scope of Services:
 - i. J-U-B will actively inspect the Contractor's work with regard to the plans and specifications. J-U-B will provide sufficient inspection to confirm that the Contractor is constructing the project per the contract documents and meet CDOT's documentation requirements. J-U-B anticipates the Contractor will be working eight-hour days, five days a week for 18 weeks. The total amount of inspection hours is an estimated amount of 20 hours/wk on average based upon this assumption of the Contractor's schedule. The construction inspector will make periodic checks of plan lines and grades. They will measure quantities and review with the Contractor. J-U-B will monitor the Contractor's traffic control and safety effort. The inspector will review the Contractor's compliance to the project SWMP and notify them of any non-compliant issues.
 - ii. Deliverables: None
- 10. Field Documentation
 - a. Scope of Services:
 - i. The construction inspector will complete a daily report to document construction activities and field issues. J-U-B will prepare weekly time count reports and provide a copy to the Contractor for signature. J-U-B will collect and assemble weigh tickets and concrete tickets. All reporting of material

inspection and testing will be completed as outlined in the CDOT's Field Materials Manual and the project's form 250 and 379.

- b. Deliverables:
 - i. Construction Inspection Daily Reports (90 each)
 - ii. Form 266 for all bid items completed for each partial pay estimate (4 each)
 - iii. Weekly Time County Reports (18 each)
11. Final Inspection and Follow-up
- a. Scope of Services:
 - i. J-U-B will coordinate and conduct a final inspection with Town Staff, the Contractor, CDOT and affected agencies. J-U-B will prepare minutes and a punch list and distribute to attendees. J-U-B will periodically observe the Contractor's effort to complete the punch list items to verify their completion. A 40-hour inspection effort is estimated for this part of the task.
 - b. Deliverables:
 - i. Meeting Minutes
 - ii. Punch List
12. Material Testing (YEH)
- a. Scope of Services
 - i. YEH will perform the quality acceptance testing on materials and reporting for the project. Testing will be accordance with CDOT's Field Materials Manual and the project's form 250 and 379. With no plans and material quantities developed at this juncture, the cost is an estimated amount.
 - b. Deliverables:
 - i. Material Testing Reports
13. Travel/Lodging (CM 10 trips)
- a. Scope of Services:
 - i. Per CDOT's requirement to have the CM that is directing and signing off on the work to perform site visits and a need to be as efficient as possible, J-U-B's CM require travel and lodging. The following are assumptions made to propose cost estimates:
 - i. Construction Manager (Fort Collins to Project site) 570 miles roundtrip 10 trips - 8 hrs/roundtrip
 - a. Lodging
 - ii. Construction Manager 10 nights - \$200/night

Task	Task Name	Fee Type	Amount	Anticipated Schedule
001	Project Setup	Time and Materials (Estimated Amount Shown)	\$115,075	Concurrent with work progress
002	Preliminary (FIR) Design (30%)	Time and Materials (Estimated Amount Shown)	\$224,757	March 2024 - July 2024
003	Final (FOR) Design Plans (95%)	Time and Materials (Estimated Amount Shown)	\$83,680	August 2024 – January 2025
004	Bid Phase (100%)	Time and Materials (Estimated Amount Shown)	\$31,733	January 2025 – February 2025
005	Construction Management & Inspection	Time and Materials (Estimated Amount Shown)	\$154,016	March 2025 – December 2025
Total:			\$609,261	

NOTE on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.