City of Woodland Park
City Council

March 19, 2026 at 6:00 PM

AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
   - **A.** Palmer Land Trust Presentation (A) (Presenter: Palmer Land Trust)
   - **B.** Woodland Park School District Update (A) (Presenter: President Keegan Barkley)
   - **C.** Appointment to Keep Woodland Park Beautiful (A) (Presenter: City Clerk Mendoza)
   - **D.** Presentation of Awards of Appreciation to Boy Scouts Brody Lambert and Colt Bodine (A) (Presenter: Chief of Police Diesler)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
   - **A.** Approval of the March 5, 2026 City Council Meeting Minutes (A) (Presenter: City Clerk Mendoza)
   - **B.** Approval of a contract between the City of Woodland Park and Pyramid Construction for the street and sidewalk improvements for S. Fairview St./Woodland Ave in the amount of $345,675.60 (A) (Presenter: Utilities Director Wiley)
   - **C.** Approval of a contract between the City of Woodland Park and Pyramid Construction for the street improvements for Thunder Ridge, Regal Way and Spacious Skies Drive in the amount of $735,399.25 (A) (Presenter: Utilities Director Wiley)
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**
   (Public Comment may be heard)
8. **ORDINANCES ON INITIAL POSTING**
   (Public comment may be heard)
9. **PUBLIC HEARINGS**
   (Public comment may be heard)
10. **NEW BUSINESS**
    (Public comment may be heard)

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

B. Council Reports

C. City Attorney's Report

D. City Manager's Report

12. ADJOURNMENT

Key to agenda abbreviations:

(**A) Administrative-** matters involving day-to-day decisions such as approving contracts, hiring staff and the procurement of goods and services. Administrative actions generally do not require formal actions by the elected body.

(L)Legislative- typically in the policy arena; legislative matters affect large areas and large groups of people, such as enacting dog regulations or amending the City code. Legislative action generally involves motions, resolutions and ordinances.

(QJ)Quasi-Judicial- apply general rules to a specific interest, such as zoning change affecting a single piece of property, or a special use permit. Quasi-Judicial actions generally involve adjudication, sometimes in writing, but not a resolution or ordinance. Decision for Quasi-Judicial proceedings are made exclusively based upon the testimony presented on the record. Ex-parte communication (communication outside the official hearing) between elected officials and citizens is not permitted on Quasi-Judicial

STAFF REPORT

TO: Mayor Case and City Council

FROM:

DATE: March 19, 2026

SUBJECT: Appointment to Keep Woodland Park Beautiful (A) (Presenter: City Clerk Mendoza)

BACKGROUND: The City Clerk's Office has received an application for the Keep Woodland Park Beautiful Committee (KWPB). This evening City Council will consider appointment of Kelli Bryant to KWPB Committee.

RECOMMENDATION: Appointment of Kelli Bryant to KWPB Committee.

ATTACHMENTS: Application

Monica Mendoza

From: noreply@civicplus.com
Sent: Thursday, February 19, 2026 11:50 AM
To: Nichole Sauer; Monica Mendoza
Subject: Online Form Submittal: Application for Boards, Committees, Commissions

EXTERNAL: This message has originated from outside the City of Woodland Park. Do not 'sign-in' to any links or attachments.

Application for Boards, Committees, Commissions

If you have questions, need more information, or prefer a printed copy of this application, please contact Suzanne Leclercq, City Clerk at 687-9246 or sleclercq@cityofwp.net.

Board/Committee/Commission Applying For	Keep Woodland Park Beautiful Committee
First Name	Kelli
Last Name	Bryant
Phone Number	4023191091
Secondary Phone Number	*Field not completed.*
Email Address	kellilbryant@gmail.com
Mailing Address	1960 Valley View Drive
City	Woodland Park
State	Colorado
Zip Code	80863
Current Occupation/Employer	Volunteer and Nonprofit board member
Previous Work Experience	Retail Management, Visual Merchandiser
Applicable Community Activities/Volunteer Work	Keep Woodland Park Beautiful cleanup volunteer, KWPB park flower planting volunteer, Octoberfest Above the Clouds Foundation board member, Woodland Park Parks & Rec Soccer and Basketball coach, Junior Achievement classroom volunteer, Woodland Park Middle School parent volunteer

Special Qualifications (Applicable to the Board/Commission)	Planning, current board member experience, experience with cleanup event participation
Why do you want to apply to this board, committee or commission?	I want to serve the community and believe I can help with the organization and planning of events.
What, in your opinion, are the three most pressing issues facing the City of Woodland Park relative to the board/committee/commission you are applying for?	Lack of volunteer committee members, keeping the trajectory of growing event participation, partnership with other community organizations
List any other community or civil boards or commissions that you currently serve on.	Oktoberfest Above the Clouds Foundation
Other Comments	I am excited to join and work with this committee.
Digital Signature	Kelli Bryant
Date	2/19/2026

Email not displaying correctly? View it in your browser.

City of Woodland Park

March 5, 2026 at 6:00 PM

MINUTES

1. CALL TO ORDER AND ROLL CALL

Following a City Council Executive Session, Mayor Case called the regularly scheduled meeting to order. Councilmembers in attendance: Mayor Case, Mayor Pro Tem Nakai, Councilmember Bryant, Councilmember Geer, Councilmember Jones and Councilmember Smith.

The following staff members were in attendance: City Manager Vassalotti, City Clerk Mendoza, Planning Director Schminke, City Attorney Williams, Deputy City Clerk Sauer and Anita Riggle.

2. PLEDGE OF ALLEGIANCE

3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

A. Citizen Academy Graduation

Communications Manager Higginbotham spoke to Council about the Citizen's Academy and presented the individuals who graduated out of the Citizen's Academy. The recognized graduates were: John Boyajian, Kelly Tullos, Seth Bryant, Kelly Bryant, Holly Smith, Michael Walker, Jared Hutchison, Robyn Shaw, Sarah Salazer, Patti Arns, and Pat Miller. Graduates who could not attend the meeting were: Denise Masti, Lisa Chiffolo and Mark Kocurek.

The Mayor and City Council thanked all of the graduates for their civic engagement and congratulated them.

B. DDA Microgrant Update (A) (Presenter: Anita Riggle)

Sales Tax Accountant Anita Riggle gave Council an update on the DDA Microgrant program. She noted all applications would be submitted online this year and the deadline to apply is May 1, 2026. She also advised that the maximum grant amount is $5,000 per resident.

C. Sales Tax Update December 2025 (A) (Presenter: City Manager Vassalotti)

City Manager Vassalotti gave Council an update on the December 2025 Sales Tax numbers.

4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

5. CONSENT CALENDAR

A. Approval of the February 19, 2026 City Council Minutes (A) (Presenter: City Clerk Mendoza)

B. Approval of the January 2026 Statement of Expenditures (A) (Presenter: City Manager Vassalotti)

Motion: To approve the Consent Calendar including the February 19, 2026 Minutes and the January 2026 Statement of Expenditures. Geer/Nakai. Motion carried 6-0.

6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)

7. UNFINISHED BUSINESS

(Public Comment may be heard)

8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard)

9. PUBLIC HEARINGS

(Public comment may be heard)

A. Approval of a new Hotel & Restaurant Liquor License for Vista Lounge located at 19251 E. US Highway 24, Suite A, Woodland Park, Colorado (QJ) (Presenter: City Clerk Mendoza)

City Clerk Mendoza presented the new application for a Hotel and Restaurant liquor license for Vista Lounge located at 19251 E. US HIghway 24, Suite A, Woodland Park, Colorado.

The applicant Jayden Lopez addressed Council and gave them information on the new business.

Mayor Case opened the public comment portion of the public hearing. There being no one to give public comment, she closed the public comment portion of the public hearing.

Motion: To approve the Hotel and Restaurant liquor license for Vista Lounge located at 19251 E. US HIghway 24, Suite A, Woodland Park, Colorado. Bryant/Smith. Motion carried 6-0.

B. Approval of Ordinance No. 1521, Series 2026, An Ordinance of the City of Woodland Park Repealing and Replacing Title 16, Title 17, and Title 18 of the Woodland Park Municipal Code, Repealing Section 5.24, and Adopting a New Unified Development Code. (L) (Presenter: Planning Director Karen Schminke, AICP)

Planning Director Schimke and Jennifer Gardner with Logan Simpson presented the ordinance to Council, noting this has been a long and involved process spanning over three years with over twenty work sessions. They gave the timeline of the project and noted there was legal review and public input.

Mayor Case and Mayor Pro Tem Nakai thanked them for all of their hard work on the Unified Development Code.

Mayor Case opened the public comment portion of the public hearing. There being no one present to speak, she closed the public comment portion of the public hearing.

Motion: To approve Ordinance No. 1521, Series 2026, An Ordinance of the City of Woodland Park Repealing and Replacing Title 16, Title 17 and Title 18 of the Woodland Park Municipal Code, Repealing Section 5.24, and Adopting a New Unified Development Code. Nakai/Jones. Motion carried 6-0.

10. NEW BUSINESS

(Public comment may be heard)

11. REPORTS

(Public comment not necessary)

A. Mayor's Report

Mayor Case shared the upcoming events for the next two weeks.

B. Council Reports

Mayor Pro Tem Nakai noted the first meeting of the year for the UAC is going to be Tuesday, March 11, 2026 at 4:30pm.

Councilmember Bryant commented that the next KPWB Committee meeting will be on Thursday at 5pm. He encouraged any citizens wanting to get involved to apply to join the committee. He thanked outgoing Judge McClintock for her service to the City and congratulated her on her recent appoint to Teller County Court. He thanked Communication Manager Kristen Higginbotham for all of her hard work on the Citizens Academy and thanked all who participated.

Councilmember Geer shared his attendance at the recent HPC meeting on Tuesday where they discussed the Robert House and Ross Building.

Councilmember Jones noted the Golf Course Open House at Ute Pass Cultural Center and he thanked Anita for the great report she presented.

Councilmember Smith commented on the AP High School class for Miss Stone and their Ice Cream business plan noting he really enjoyed it.

C. City Attorney's Report

City Attorney Williams congratulated Planning Director Schminke and all who worked on the Unified Development Code, she noted the adoption of the UDC is a great accomplishment. She also congratulated all of the graduates of the Citizens Academy.

D. City Manager's Report

City Manager Vassalotti echoed City Attorney Williams and noted what a quality product the UDC is. He also congratulated the graduates of the Citizens Academy. He commented on the Golf Course Open House coming up. He noted the City is looking for vision and feedback from the public.

City Clerk Mendoza gave an update on the election and noted ballots will be mailed out the week of March 16, 2026.

12. ADJOURNMENT

Mayor Case adjourned the meeting at 6:57pm.

Respectfully submitted:

Monica Mendoza CMC, City Clerk

APPROVED THIS ____ DAY OF _____, 2026

Kellie Case, Mayor

STAFF REPORT

TO: Mayor Case and City Council

FROM: Kip Wiley

DATE: March 19, 2026

SUBJECT: Agreement between Pyramid Construction and the City for Woodland Park in the amount of $345,675.60 for street improvements on S. Fairview St/Woodland Ave (Presenter Kip Wiley, Director of Utilities and Public Works)

BACKGROUND: The S. Fairview St. project is a road project between Hwy 24 south to the City limit boundary. It is approximately 0.55 miles or 2,927 feet in length and is approximately 70,248 square feet. The project consists of a 2" mill and 2" overlay, removal and replacement of various curb and gutter and removal and replacement of sidewalk to meet ADA- compliance. The parking lot at Cavalier park will also be resurfaced. The contract completion date is August 7, 2026.

Staff solicited competitive bids through the City's Online procurement portal (Bidnet) for this project. Staff received five competitive bids back, and the low bidder was Pyramid Construction amount of $345,675.60. Staff is asking for the approval of $380,243.16 which includes a 10% contingency to be managed by Staff if additional scope is discovered/required during construction.

The S. Fairview St. project was budgeted in the 2026 budget. The road and associated improvements were under design in 2025 with Baseline Engineering. The road was in need of resurfacing and the sidewalks needed to be corrected to meet ADA requirements. We also looked at road alignment options, sidewalk connectivity and drainage issues as well. The 410 Fund has a health fund balance and will pay cash for the project. Financing will not be needed for this project.

RECOMMENDATION: Approve the Agreement between Pyramid Construction and the City for Woodland Park in the amount of $345,675.60 for street improvements on S. Farview St./Woodland Ave.

ATTACHMENTS: 1. Pyramid Construction Semi-Executed Contract

CONSTRUCTION CONTRACT

This **CONSTRUCTION CONTRACT** ("Contract" or "Agreement") is entered into this _6th_____ day of ___March_____, 2026 by and between the City of Woodland Park, Colorado ("Owner") and Pyramid Construction Inc name ("Contractor"). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.01 Contractor shall complete all work as specified or indicated in the Contract Documents (defined below). The work is generally described as follows:

Fairview Street Improvements Project consists of roadway and pedestrian infrastructure improvements along Fairview Street between US 24 and county line boundary with Teller County

ARTICLE 2. THE PROJECT

2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

Fairview Street Improvements.

ARTICLE 3. OWNER'S REPRESENTATIVE

3.01 **Kip Wiley Public Works Director** shall serve as the Owner's representative ("Representative") and shall assume all duties and responsibilities and have the rights and authority assigned to Representative and Owner in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIME

4.01 Time is of the Essence

A. All time limits for milestones, if any, substantial completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. Contractor shall achieve Substantial Completion by August 7th, 2026 calendar days of the issuance by the Owner of a Notice to Proceed and shall finally complete the Work so that it is ready for final payment within August 30th,2026 calendar days of the issuance by the Owner of a Notice to Proceed.

4.03 Liquidated Damages

A. Should the Contractor fail to complete the work, or any part thereof, in the time stipulated in the Agreement or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract Documents, the Contractor

shall reimburse the Owner for the additional expenses and damages for each calendar day (Sundays and holidays excluded) that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expenses and damages, incurred by reason of failure to complete the work, shall be $1,500.00 per day and shall be doubled to $3,000.00 per day after 30 days. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would, in such event, sustain.

B. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor and the Owner is authorized to deduct the amount of such damages from any monies due to the Contractor for Work performed or material furnished under this Agreement and the Contractor and his Sureties shall be liable for any excess. Owner shall have the right to sue for, and recover, compensation for damages for nonperformance of this Contract.

C. In the event no funds are due to the Contractor at a time when Contractor becomes liable to Owner for liquidated damages, Contractor agrees to pay all accrued liquidated damages to Owner on the first (1st) day and on the fifteenth (15th) day of each month when Contractor is liable to Owner for liquidated damages. Permitting Contractor to continue and finish the Work or any part thereof after the deadline for completion of the Work shall not act as a waiver of these liquidated damages provisions.

D. In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.

4.04 Special Damages

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner: (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times; and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5. CONTRACT PRICE

5.01 Owner shall pay Contractor three hundred and forty five thousand, six hundred seventy five dollars , and sixty cents ($245,675.60) for completion of the Work in accordance with the Contract Documents, subject to mutually agreed upon written and executed adjustments under the terms of the Contract, at the prices stated in the Contractor's Bid attached hereto as **Exhibit A**.

ARTICLE 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment to the Owner on a monthly basis, which shall be processed by the Representative.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments towards the Contract Price, less five (5%) percent for retainage, on the basis of Contractor's Applications for Payment, as verified and recommended by Representative, and provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract, on or about the twenty-fifth (25th) day of each month during performance of the Work. In the Representative's discretion, the Owner may withhold some or all of a progress payment where the Contractor's Application for Payment does not reflect the actual amount of the Work completed.

B. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including, but not limited to liquidated damages, in accordance with the Contract.

1. Ninety-five percent (95%) of Work completed (with the balance being retainage).

6.03 Final Payment

A. Upon final completion and acceptance of the Work as recommended by the Representative, Owner shall pay the remainder of the Contract Price, including any retainage previously withheld.

ARTICLE 7. PROJECT WARRANTIES

7.01 Contractor's warranties in respect of the Work (the "Project Warranties") are as follows: Contractor warrants to Owner that the Work shall be fit for its intended purposes, that materials and equipment furnished under this Agreement shall be of good quality and new, that all Work shall be free from defects and that all Work shall meet all of the requirements of this Agreement. Contractor shall furnish satisfactory evidence that it has met the Project Warranties. The Project Warranties shall commence on the date Contractor achieves final completion of the Work to the Owner's satisfaction. If at any time within two (2) years after the date on which the Project Warranties commenced, any portion of the Work is found

to be not in accordance with the Project Warranties, Contractor shall correct it promptly after receipt of notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition.

ARTICLE 8. INSURANCE

8.01 Insurance Requirements: Contractor shall not commence work under this Agreement until Contractor has obtained, at its own expense, all insurance required under this Article and the insurance has been approved by the City Manager or their designee. The City of Woodland Park, its elected officials, Officials, employees, and agents shall be named as an additional insureds on each policy of insurance and each policy shall contain a severability of interests provision. Certificates of insurance shall be issued prior to execution of the Notice to Proceed and shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days' prior written notice has been given to Owner. Additionally, Contractor shall not allow any approved subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. For the duration of this Agreement, Contractor must continuously maintain the insurance coverage required herein with at least the minimum insurance coverage listed below:

A. **Commercial General Liability Insurance:** At a minimum, combined single limits of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, completed operations, explosion, collapse, and underground hazards.

B. **Workers' Compensation and Employer's Liability:** Workers' compensation insurance to cover all obligations imposed by applicable law for all of Contractor's employees engaged in the performance of work under this agreement, including occupational disease coverage, in accordance with scope and limits as required by the State of Colorado.

C. **Comprehensive Automobile Liability Insurance:** 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) for each occurrence with respect to each of the Contractor's owned, hired, and non-owned vehicles assigned 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 Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage.

D. **Builder's Risk Insurance:** Builder's Risk Insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion

less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect Contractor and Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds Ten Thousand Dollars ($10,000). The policy shall provide for losses to be payable to Contractor and the Owner as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against Contractor or the Owner.

E. **Professional Liability/Errors and Omissions Insurance:** If professional services (such as architecture, engineering, design, etc.) are provided, Professional Liability Insurance with limits of One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000.00) aggregate. This policy shall remain in force for the period of design and construction and shall include a discovery period of three years to commence upon substantial completion of the Project.

ARTICLE 9. CONTRACTOR'S REPRESENTATIONS

9.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined, carefully studied, and familiarized himself with the nature and extent of the Contract Documents and the other related data identified in the Bidding Documents as well as work, locality, and all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the works.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the work in addition to carefully studying all reports of investigations and tests of subsurface and latent physical conditions at the site, or otherwise, affecting the cost, progress, or performance of the Work which were relied upon by the Representative in the preparation of the Contract Documents and which have been identified in the Special Conditions.

C. Contractor has obtained and carefully studied (or assumes responsibility for having done so) any examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to

be employed by Contractor, and safety precautions and programs incident thereto.

D. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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

G. Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the work.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Representative is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Contractor warrants and guarantees to Owner and Representative that all Work will be in accordance with the Contract Documents and will not be defective within two (2) years of Substantial Completion.

L. Contractor is organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

ARTICLE 10. CONTRACT DOCUMENTS

10.01 Contents

A. Is this project federally funded?

☐ Yes

☒ No

If so, this project is federally funded by: N/A

Contractor is required to complete the attached documents required as part of federal funding and ensure compliance with the same throughout the term of this Agreement:

List the name of all document(s) with additional obligations and terms required to receive federal funding here Davis Bacon Regulations, CBDG, ADA or EPA requirements that must be met by the Contractor and its subs, etc.

B. Is this project state funded?

☐ Yes

☒ No

If so, this project is state funded by: N/A

Contractor is required to complete the attached documents required as part of state funding and ensure compliance with the same throughout the term of this Agreement: List the name of all document(s) with additional obligations and terms required to receive state funding such that the contractor needs to fill out and comply with

C. In addition to any documents identified in Sections 10.01.A and 10.01.B, this Agreement and the following Contract Documents comprise the entire agreement between Owner and Contractor, are attached to this Agreement and incorporated by reference as if fully set forth herein, and consist of the following:

☒ Bidding Documents;

☒ General Conditions

☒ Supplementary Conditions

☒ Technical Specifications;

☒ Measurement and Payment Provisions;

☒ Construction Plans;

☒ Labor & Materials Payment Bond;

☒ Performance Bond;

☒ Bid Form;

☒ Change Orders;

☐ _____

D. There are no Contract Documents other than those listed above in this Article.

E. The Contract Documents may only be amended, modified, or supplemented by written agreement signed by both parties.

ARTICLE 11. PERFORMANCE, WARRANTY, AND PAYMENT BONDS

11.01 Consistent with C.R.S. § 38-26-105, Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Owner, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the warranty period. These bonds shall remain in effect until at least one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as: (i) are licensed to conduct business in the State of Colorado; and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Owner.

ARTICLE 12. NO LIEN RIGHTS

12.01 Contractor understands that if this is a contract for the design, construction, repair, or remodel of a public building or public work in an amount exceeding $50,000.00, it is governed by C.R.S. §§ 38-26-105 through 107 as may be amended. Contractor further understands that these statutory provisions are in lieu of any lien rights. Contractor also understands that failure on the part of Contractor, any Subcontractor(s), or any other entity furnishing labor or supplies to the Project to follow the said statutory provisions in filing any claim for payment, and that failure on the part of any such claimant to comply with said statutory requirements shall relieve Owner from any liability for making payment to such claimant. Contractors agrees to include this provision in any and all Subcontracts.

ARTICLE 13. FINAL SETTLEMENT

13.01 This Article only applies to contracts for the design, construction, repair, or remodel of a public building or public work in an amount exceeding $150,000.00.

13.02 If, on the basis of Owner's observation of the Project during construction and final inspection, and Owner's review of the final invoice and accompanying documentation as required by this Agreement, Owner is satisfied that the Project has been completed and Contractor's other obligations under this Agreement have been fulfilled, Owner will, within ten days after receipt of the final invoice, schedule a date for final settlement, which date shall be within sixty (60) days after the Work is completed satisfactorily and finally accepted by the City. The date of final settlement shall be duly advertised at least ten (10) days prior thereto by publication of notice thereof at least twice in a public newspaper of general circulation published in Teller County. Alternatively, Owner will return the invoice to Contractor, indicating in writing the reasons for refusing to schedule final settlement, in

which case Contractor shall make the necessary corrections and resubmit the invoice.

13.03 If Owner receives, at any time up to and including the date of final settlement, a notarized statement by any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor(s) in or about the performance of the Project, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Project, whose claim therefor has not been paid by Contractor or any Subcontractor(s), Owner shall withhold from all payments to Contractor sufficient funds to insure the payment of said claims until the same have been paid or such claims as filed have been withdrawn, such payment or withdrawal to be evidenced by filing with Owner a receipt in full or an order for withdrawal in writing and signed by the person filing such claim or his duly authorized agent or assign. Such funds shall not be withheld longer than ninety (90) days following the date of final settlement as published unless an action is commenced within that time to enforce such unpaid claim and a notice of such pending action is filed with Owner.

13.04 At the expiration of such ninety (90) day period, Owner shall pay to Contractor such monies and funds as are not the subject of suit and pending action notices and shall retain thereafter, subject to the final outcome thereof, only sufficient funds to ensure the payment of judgments that may result from such suit. At any time within ninety (90) days following the date of final settlement as published, any claimant whose claims have not been paid by Contractor or any Subcontractor(s) may commence an action to recover the same, individually or collectively, against the surety on the bonds provided herein.

13.05 Whenever a notarized statement of a claim has been filed in accordance with this Section, Contractor may substitute a bond, pursuant to C.R.S. § 38-26-108, as may be amended at which time Owner shall release the funds being withheld pursuant to the notarized statement of claim on the same terms and conditions as if the notarized statement of claim had been released by the claimant.

ARTICLE 14. MISCELLANEOUS

14.01 Indemnification

A. The Contractor agrees to indemnify, save, and hold harmless the Owner, 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 arising from or out of any negligent act, error, omission or other tortious conduct of the Contractor, its officers, subcontractors, employees, or agents in the performance or non-performance of its obligations under this Agreement.

14.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent

that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

14.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

14.04 TABOR Provisions

A. The Parties understand and acknowledge that the City 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. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City 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 the City and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

B. Pursuant to C.R.S. § 24-91-103.6, the Owner has appropriated an amount equal to or in excess of the Contract amount. Owner shall not issue a Change Order, or other form of Order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract unless Contractor is given written assurance by the public entity that lawful appropriations to cover the costs of the additional work have been made.

14.05 Records and Ownership of Documents

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City 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 City. For purposes of CORA, the City Clerk is the custodian of all records produced or

created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. **City's Right of Inspection.** The City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.

C. **Ownership.** Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Woodland Park upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or City contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

D. **Return of Records to City.** At the City's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

14.06 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable by any court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.07 Independent Contractor

A. **The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee relationship with the Owner other than as a contracting party and independent contractor/ The Owner shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the**

Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions.

14.08 Third Party Beneficiaries

A. 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.

14.09 No Waiver of Governmental Immunity

A. Nothing herein is intended as, nor shall it be construed as, a waiver of the protections and immunities afforded the Owner pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, or any other applicable laws.

14.10 Force Majeure

A. Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, pandemic, epidemic, civil disturbance, act of God, act or omission of carriers or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

14.11 Governing Law, Venue, and Enforcement

A. This Agreement shall be governed by and interpreted according to the law of the state of Colorado. Venue for any action arising under this Agreement shall be in the appropriate Court in Teller County, Colorado. The Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement in order to reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement. The parties agree that the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

14.12 Termination of Contract

A. Owner may, at any time, terminate this Contract for the Owner's convenience and without cause, upon 30 days written notice.

14.13 Notice and Communications

A. Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise

designated in writing. Only mailing by United States Mail or hand deliver shall be utilized for notice required to be given under this Agreement. E-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the parties via e-mail.

WOODLAND PARK:	**CONTRACTOR:**
City of Woodland Park, Colorado Attn: City Manager Aaron Vassalotti 220 W South Avenue P.O. Box 9007 Woodland Park, Colorado 80866 Telephone: 719-687-2138 E-mail: avassalotti@woodlandpark.gov	Pyramid Construction Inc 3075 Janitell Road Suite 200 Colorado Spring,80906 Attn: Mike Direks Telephone:719.374.9361 E-mail: mdierks@pyramidconstructioninc.com

14.14 Survival of Terms and Conditions

A. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

14.15 No Waiver of Rights

A. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

IN WITNESS WHEREOF, Owner and Contractor, or the Representative on its behalf, have signed and executed this Agreement in duplicate on the date first written above. One counterpart each has been delivered to Owner, Contractor, and Representative. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

THIS AGREEMENT is executed and made effective as provided above.

OWNER:

☐ City Council Approval Required

By: _____
Kellie Case, Mayor

_____
Date Executed by the Owner

☐ City Manager Approval

By: _____
Aaron Vassalotti, City Manager

_____
Date Executed by Owner

ATTEST:

By: _____
Monica Mendoza, City Clerk

CONTRACTOR:

By: _____ Amin Sipilovic – President
Printed Name and Title

STATE OF) colorado
COUNTY OF) El Paso ss.
The foregoing Construction Agreement was acknowledged before me this 6th day of March, 20 26,
by Amin Sipilovic as president of
Pyramid construction, Inc, a corporation.
Witness my hand and official seal.
My commission expires: March 21, 2029

_____
Notary Public
(Required pursuant to C.R.S. § 8-40-202(2)(b)(IV))

AMY FAY VIRGINIA BURCH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254011065
MY COMMISSION EXPIRES MARCH 21, 2029

STAFF REPORT

TO: Mayor Case and City Council

FROM: Kip Wiley

DATE: March 19, 2026

SUBJECT: Agreement between Pyramid Construction and the City for Woodland Park in the amount of $735,399.25 for street improvements on Thunder Ridge (Presenter Kip Wiley, Director of Utilities and Public Works)

BACKGROUND: Thunder Ridge project is a road project between Skyline and Regal Way, Regal Way and Spacious Skies Dr. There is also a small section on Majestic Pkwy. It is approximately 0.78 miles or 4,114 feet in length and is approximately 98,736 square feet. The project consists of removal of existing brick pavers, removal and replacement of various curb and gutter and concrete cross pans and 4" of asphalt. The contract completion date is August 7, 2026.

Staff solicited competitive bids through the City's Online procurement portal (Bidnet) for this project. Staff received six competitive bids back, and the lowest bidder was Pyramid Construction in the amount of $735,399.25. Staff is asking for the approval of $808,939.18 which includes a 10% contingency to be managed by Staff if additional scope is discovered/required during construction.

The Thunder Ridge project was budgeted in the 2026 budget. This road is in need of resurfacing. The brick pavers have failed and the cost to replace the brick pavers is much greater than replacing them with asphalt. The City will also replace concrete sections that have failed during the removal of the brick pavers. The 410 Fund has a health fund balance and will pay cash for the project. Financing will not be needed for this project.

RECOMMENDATION: Approve the Agreement between Pyramid Construction and the City for Woodland Park in the amount of $735,399.25 for street improvements on Thunder Ridge Dr.

ATTACHMENTS: 1. Pyramid Construction Semi-Executed Contract

CONSTRUCTION CONTRACT

This **CONSTRUCTION CONTRACT** ("Contract" or "Agreement") is entered into this 6th day of March, 2026 by and between the City of Woodland Park, Colorado ("Owner") and Pyramid Construction INC ("Contractor"). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.01 Contractor shall complete all work as specified or indicated in the Contract Documents (defined below). The work is generally described as follows:

Removal of existing brick pavers and replace them with asphalt pavement, along with associated concrete and curb and gutter work.

ARTICLE 2. THE PROJECT

2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

Thunder Ridge Pavement Reconstruction.

ARTICLE 3. OWNER'S REPRESENTATIVE

3.01 **Kip Wiley Public Works Director** shall serve as the Owner's representative ("Representative") and shall assume all duties and responsibilities and have the rights and authority assigned to Representative and Owner in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIME

4.01 Time is of the Essence

A. All time limits for milestones, if any, substantial completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. Contractor shall achieve Substantial Completion within _August 7th 2026____ calendar day of the issuance by the Owner of a Notice to Proceed and shall finally complete the Work so that it is ready for final payment within August 30th 2026_____ calendar days of the issuance by the Owner of a Notice to Proceed.

4.03 Liquidated Damages

A. Should the Contractor fail to complete the work, or any part thereof, in the time stipulated in the Agreement or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract Documents, the Contractor

shall reimburse the Owner for the additional expenses and damages for each calendar day (Sundays and holidays excluded) that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expenses and damages, incurred by reason of failure to complete the work, shall be $1,500.00 per day and shall be doubled to $3,000.00 per day after 30 days. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would, in such event, sustain.

B. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor and the Owner is authorized to deduct the amount of such damages from any monies due to the Contractor for Work performed or material furnished under this Agreement and the Contractor and his Sureties shall be liable for any excess. Owner shall have the right to sue for, and recover, compensation for damages for nonperformance of this Contract.

C. In the event no funds are due to the Contractor at a time when Contractor becomes liable to Owner for liquidated damages, Contractor agrees to pay all accrued liquidated damages to Owner on the first (1st) day and on the fifteenth (15th) day of each month when Contractor is liable to Owner for liquidated damages. Permitting Contractor to continue and finish the Work or any part thereof after the deadline for completion of the Work shall not act as a waiver of these liquidated damages provisions.

D. In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.

4.04 Special Damages

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner: (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times; and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5. CONTRACT PRICE

5.01 Owner shall pay Contractor seven hundred thirty five thousand, three hundred and ninety nine dollars, and twenty five cents ($735,399.25) for completion of the Work in accordance with the Contract Documents, subject to mutually agreed upon written and executed adjustments under the terms of the Contract, at the prices stated in the Contractor's Bid attached hereto as **Exhibit insert A**.

ARTICLE 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment to the Owner on a monthly basis, which shall be processed by the Representative.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments towards the Contract Price, less five (5%) percent for retainage, on the basis of Contractor's Applications for Payment, as verified and recommended by Representative, and provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract, on or about the twenty-fifth (25th) day of each month during performance of the Work. In the Representative's discretion, the Owner may withhold some or all of a progress payment where the Contractor's Application for Payment does not reflect the actual amount of the Work completed.

B. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including, but not limited to liquidated damages, in accordance with the Contract.

1. Ninety-five percent (95%) of Work completed (with the balance being retainage).

6.03 Final Payment

A. Upon final completion and acceptance of the Work as recommended by the Representative, Owner shall pay the remainder of the Contract Price, including any retainage previously withheld.

ARTICLE 7. PROJECT WARRANTIES

7.01 Contractor's warranties in respect of the Work (the "Project Warranties") are as follows: Contractor warrants to Owner that the Work shall be fit for its intended purposes, that materials and equipment furnished under this Agreement shall be of good quality and new, that all Work shall be free from defects and that all Work shall meet all of the requirements of this Agreement. Contractor shall furnish satisfactory evidence that it has met the Project Warranties. The Project Warranties shall commence on the date Contractor achieves final completion of the Work to the Owner's satisfaction. If at any time within two (2) years after the date on which the Project Warranties commenced, any portion of the Work is found

to be not in accordance with the Project Warranties, Contractor shall correct it promptly after receipt of notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition.

ARTICLE 8. INSURANCE

8.01 Insurance Requirements: Contractor shall not commence work under this Agreement until Contractor has obtained, at its own expense, all insurance required under this Article and the insurance has been approved by the City Manager or their designee. The City of Woodland Park, its elected officials, Officials, employees, and agents shall be named as an additional insureds on each policy of insurance and each policy shall contain a severability of interests provision. Certificates of insurance shall be issued prior to execution of the Notice to Proceed and shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days' prior written notice has been given to Owner. Additionally, Contractor shall not allow any approved subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. For the duration of this Agreement, Contractor must continuously maintain the insurance coverage required herein with at least the minimum insurance coverage listed below:

A. **Commercial General Liability Insurance:** At a minimum, combined single limits of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, completed operations, explosion, collapse, and underground hazards.

B. **Workers' Compensation and Employer's Liability:** Workers' compensation insurance to cover all obligations imposed by applicable law for all of Contractor's employees engaged in the performance of work under this agreement, including occupational disease coverage, in accordance with scope and limits as required by the State of Colorado.

C. **Comprehensive Automobile Liability Insurance:** 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) for each occurrence with respect to each of the Contractor's owned, hired, and non-owned vehicles assigned 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 Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage.

D. **Builder's Risk Insurance:** Builder's Risk Insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion

less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect Contractor and Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds Ten Thousand Dollars ($10,000). The policy shall provide for losses to be payable to Contractor and the Owner as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against Contractor or the Owner.

E. **Professional Liability/Errors and Omissions Insurance:** If professional services (such as architecture, engineering, design, etc.) are provided, Professional Liability Insurance with limits of One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000.00) aggregate. This policy shall remain in force for the period of design and construction and shall include a discovery period of three years to commence upon substantial completion of the Project.

ARTICLE 9. CONTRACTOR'S REPRESENTATIONS

9.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined, carefully studied, and familiarized himself with the nature and extent of the Contract Documents and the other related data identified in the Bidding Documents as well as work, locality, and all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the works.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the work in addition to carefully studying all reports of investigations and tests of subsurface and latent physical conditions at the site, or otherwise, affecting the cost, progress, or performance of the Work which were relied upon by the Representative in the preparation of the Contract Documents and which have been identified in the Special Conditions.

C. Contractor has obtained and carefully studied (or assumes responsibility for having done so) any examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to

be employed by Contractor, and safety precautions and programs incident thereto.

D. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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

G. Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the work.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Representative is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Contractor warrants and guarantees to Owner and Representative that all Work will be in accordance with the Contract Documents and will not be defective within two (2) years of Substantial Completion.

L. Contractor is organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

ARTICLE 10. CONTRACT DOCUMENTS

10.01 Contents

A. Is this project federally funded?

☐ Yes

☒ No

If so, this project is federally funded by: Insert name of funding source/program name/grant name funding the project N/A

Contractor is required to complete the attached documents required as part of federal funding and ensure compliance with the same throughout the term of this Agreement:

List the name of all document(s) with additional obligations and terms required to receive federal funding here Davis Bacon Regulations, CBDG, ADA or EPA requirements that must be met by the Contractor and its subs, etc.

B. Is this project state funded?

☐ Yes

☒ No

If so, this project is state funded by: Insert name of funding source/program name/grant name funding the project? N/A

Contractor is required to complete the attached documents required as part of state funding and ensure compliance with the same throughout the term of this Agreement: List the name of all document(s) with additional obligations and terms required to receive state funding such that the contractor needs to fill out and comply with

C. In addition to any documents identified in Sections 10.01.A and 10.01.B, this Agreement and the following Contract Documents comprise the entire agreement between Owner and Contractor, are attached to this Agreement and incorporated by reference as if fully set forth herein, and consist of the following:

☒ Bidding Documents;

☒ General Conditions

☒ Supplementary Conditions

☒ Technical Specifications;

☒ Measurement and Payment Provisions;

☒ Construction Plans;

☒ Labor & Materials Payment Bond;

☒ Performance Bond;

☒ Bid Form;

☒ Change Orders;

☐ _____

D. There are no Contract Documents other than those listed above in this Article.

E. The Contract Documents may only be amended, modified, or supplemented by written agreement signed by both parties.

ARTICLE 11. PERFORMANCE, WARRANTY, AND PAYMENT BONDS

11.01 Consistent with C.R.S. § 38-26-105, Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Owner, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the warranty period. These bonds shall remain in effect until at least one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as: (i) are licensed to conduct business in the State of Colorado; and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Owner.

ARTICLE 12. NO LIEN RIGHTS

12.01 Contractor understands that if this is a contract for the design, construction, repair, or remodel of a public building or public work in an amount exceeding $50,000.00, it is governed by C.R.S. §§ 38-26-105 through 107 as may be amended. Contractor further understands that these statutory provisions are in lieu of any lien rights. Contractor also understands that failure on the part of Contractor, any Subcontractor(s), or any other entity furnishing labor or supplies to the Project to follow the said statutory provisions in filing any claim for payment, and that failure on the part of any such claimant to comply with said statutory requirements shall relieve Owner from any liability for making payment to such claimant. Contractors agrees to include this provision in any and all Subcontracts.

ARTICLE 13. FINAL SETTLEMENT

13.01 This Article only applies to contracts for the design, construction, repair, or remodel of a public building or public work in an amount exceeding $150,000.00.

13.02 If, on the basis of Owner's observation of the Project during construction and final inspection, and Owner's review of the final invoice and accompanying documentation as required by this Agreement, Owner is satisfied that the Project has been completed and Contractor's other obligations under this Agreement have been fulfilled, Owner will, within ten days after receipt of the final invoice, schedule a date for final settlement, which date shall be within sixty (60) days after the Work is completed satisfactorily and finally accepted by the City. The date of final settlement shall be duly advertised at least ten (10) days prior thereto by publication of notice thereof at least twice in a public newspaper of

general circulation published in Teller County. Alternatively, Owner will return the invoice to Contractor, indicating in writing the reasons for refusing to schedule final settlement, in which case Contractor shall make the necessary corrections and resubmit the invoice.

13.03 If Owner receives, at any time up to and including the date of final settlement, a notarized statement by any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor(s) in or about the performance of the Project, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Project, whose claim therefor has not been paid by Contractor or any Subcontractor(s), Owner shall withhold from all payments to Contractor sufficient funds to insure the payment of said claims until the same have been paid or such claims as filed have been withdrawn, such payment or withdrawal to be evidenced by filing with Owner a receipt in full or an order for withdrawal in writing and signed by the person filing such claim or his duly authorized agent or assign. Such funds shall not be withheld longer than ninety (90) days following the date of final settlement as published unless an action is commenced within that time to enforce such unpaid claim and a notice of such pending action is filed with Owner.

13.04 At the expiration of such ninety (90) day period, Owner shall pay to Contractor such monies and funds as are not the subject of suit and pending action notices and shall retain thereafter, subject to the final outcome thereof, only sufficient funds to ensure the payment of judgments that may result from such suit. At any time within ninety (90) days following the date of final settlement as published, any claimant whose claims have not been paid by Contractor or any Subcontractor(s) may commence an action to recover the same, individually or collectively, against the surety on the bonds provided herein.

13.05 Whenever a notarized statement of a claim has been filed in accordance with this Section, Contractor may substitute a bond, pursuant to C.R.S. § 38-26-108, as may be amended at which time Owner shall release the funds being withheld pursuant to the notarized statement of claim on the same terms and conditions as if the notarized statement of claim had been released by the claimant.

ARTICLE 14. MISCELLANEOUS

14.01 Indemnification

A. The Contractor agrees to indemnify, save, and hold harmless the Owner, 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 arising from or out of any negligent act, error, omission or other tortious conduct of the Contractor, its officers, subcontractors, employees, or agents in the performance or non-performance of its obligations under this Agreement.

14.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to

be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

14.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

14.04 TABOR Provisions

A. The Parties understand and acknowledge that the City 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. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City 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 the City and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

B. Pursuant to C.R.S. § 24-91-103.6, the Owner has appropriated an amount equal to or in excess of the Contract amount. Owner shall not issue a Change Order, or other form of Order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract unless Contractor is given written assurance by the public entity that lawful appropriations to cover the costs of the additional work have been made.

14.05 Records and Ownership of Documents

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City 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 City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. **City's Right of Inspection.** The City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.

C. **Ownership.** Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Woodland Park upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or City contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

D. **Return of Records to City.** At the City's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

14.06 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable by any court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.07 Independent Contractor

A. **The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee relationship with the Owner other than as a contracting party and independent contractor/ The Owner shall**

not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions.

14.08 Third Party Beneficiaries

A. 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.

14.09 No Waiver of Governmental Immunity

A. Nothing herein is intended as, nor shall it be construed as, a waiver of the protections and immunities afforded the Owner pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, or any other applicable laws.

14.10 Force Majeure

A. Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, pandemic, epidemic, civil disturbance, act of God, act or omission of carriers or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

14.11 Governing Law, Venue, and Enforcement

A. This Agreement shall be governed by and interpreted according to the law of the state of Colorado. Venue for any action arising under this Agreement shall be in the appropriate Court in Teller County, Colorado. The Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement in order to reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement. The parties agree that the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

14.12 Termination of Contract

A. Owner may, at any time, terminate this Contract for the Owner's convenience and without cause, upon 30 days written notice.

14.13 Notice and Communications

A. Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States Mail or hand deliver shall be utilized for notice required to be given under this Agreement. E-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the parties via e-mail.

WOODLAND PARK:

City of Woodland Park, Colorado
Attn: City Manager Aaron Vassalotti
220 W South Avenue
P.O. Box 9007
Woodland Park, Colorado 80866
Telephone: 719-687-2138
E-mail: avassalotti@woodlandpark.gov

CONTRACTOR:

_Pyramid Construction INC__
3075 Janitell Road Suite 200 Colorado Springs, 80906
Attn: _Mike Dierks
Telephone:719-374-9361
E-mail: mdierks@pyramid Constructioninc.com

14.14 Survival of Terms and Conditions

A. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

14.15 No Waiver of Rights

A. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

IN WITNESS WHEREOF, Owner and Contractor, or the Representative on its behalf, have signed and executed this Agreement in duplicate on the date first written above. One counterpart each has been delivered to Owner, Contractor, and Representative. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

THIS AGREEMENT is executed and made effective as provided above.

OWNER:

☐ City Council Approval Required

By: _____
Kellie Case, Mayor

_____
Date Executed by the Owner

☐ City Manager Approval

By: _____
Aaron Vassalotti, City Manager

_____
Date Executed by Owner

ATTEST:

By: _____
Monica Mendoza, City Clerk

CONTRACTOR:

By: _____ Amin Sipilovic - President
Printed Name and Title

STATE OF)colorado
COUNTY OF)El Paso ss.
The foregoing Construction Agreement was acknowledged before me this 6th day of March, 20 26,
by Amin Sipilovic as President of
Pyramid constructions, Inc, a corporation.
Witness my hand and official seal.
My commission expires: March 21st, 2029

_____
Notary Public
(Required pursuant to C.R.S. § 8-40-202(2)(b)(IV))

AMY FAY VIRGINIA BURCH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254011065
MY COMMISSION EXPIRES MARCH 21, 2029