

## ROAM METROPOLITAN DISTRICT NOS. 1, 2 & 3

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 · 800-741-3254  
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### **NOTICE OF A SPECIAL MEETING AND AGENDA**

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Chip Besse	President	2022/May 2022
Jolene Larson	Treasurer	2022/May 2022
Robert Cyman	Secretary	2022/May 2022
<b>VACANT</b>		2023/May 2023
<b>VACANT</b>		2023/May 2023

DATE: October 8, 2021

TIME: 11:00 a.m.

**PLACE:** CONFERENCE BRIDGE **1-877-250-4161**; PASSCODE **8144161**.

#### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Approve Agenda; confirm location of the meeting and posting of meeting notices.

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#### II. PUBLIC COMMENT

A. Members of the public may express their views to the Board on matters that affect the Districts. Comments will be limited to three (3) minutes per person.

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#### III. FINANCIAL MATTERS

A. \_\_\_\_\_

#### IV. LEGAL MATTERS

A. \_\_\_\_\_

#### V. CAPITAL PROJECTS/OPERATIONS AND MAINTENANCE MATTERS

A. Discussion of Phase 1 cabin construction:

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1. Review and consider approval of agreement for the construction of the infrastructure for the Cabins, Phase I (enclosure).
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2. Discuss plans from Grand County W&S #1.
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VI. OTHER MATTERS

A. \_\_\_\_\_

- VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 1, 2021.**

**AGREEMENT BETWEEN ROAM METROPOLITAN DISTRICT NO. 1 and  
MOUNTIAN STATES SNOWCATS; UNIT PRICE**

**DISTRICT:** **ROAM METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado, having a business address of 1500 Wynkoop Street, Suite 200 Denver, CO 80202.

**CONTRACTOR:** **MOUNTIAN STATES SNOWCATS, INC.**, an S-Corporation registered in the state of Wyoming, having a business address of 1933 Main Street, Suite 4-2, Torrington, WY 82240

**PROJECT:** **ROAM CABINS – PHASE I**

In consideration of the mutual covenants contained herein, District and Contractor, (District or Contractor may be referred to herein as a “Party” and collectively as the “Parties”) agree as follows:

**Article 1**  
**Scope of Work**

**1.1** Contractor shall provide construction services and traffic control in connection with the ROAM CABINS – PHASE I and shall provide all material, equipment, tools and labor, necessary to complete the work described in and reasonably inferable from the Contract Documents (the “Work”).

**1.2** The Engineer, as defined by the General Conditions, shall be Bill Hayne, P.E. of LTD Engineering & Consulting, who can be reached at [wwhayne4@gmail.com](mailto:wwhayne4@gmail.com).

**Article 2**  
**Contract Documents**

**2.1** The Contract Documents, which include this Agreement, all exhibits and written amendments hereto, and Contractor’s completed bid form, bonds and certificate of insurance, the drawings and specifications, and all notices required or permitted to be furnished under the Contract Documents, and all addenda, change orders, directives and modifications issued thereunder, constitute the entire agreement between the District and the Contractor regarding performance of the Work. The Contract Documents also include the following, which are expressly incorporated herein:

- a. Invitation to Bid
- b. Instructions to Bidders
- c. Bid Form
- d. Bid Schedule

- e. Bid Bond
- f. Payment, Performance & Warranty Bond
- g. Notice of Award
- h. Notice to Proceed
- i. Change Orders
- j. Certificate of Substantial Completion
- k. Certificate of Final Completion
- l. Lien Waiver and Release
- m. General Conditions (including the Supplementary and Special Conditions)

### **Article 3** **Interpretation and Intent**

**3.1** The Contract Documents are intended to permit the Parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

**3.2** Terms, words and phrases used in the Contract Documents, including this Agreement, are defined in the General Conditions.

**3.3** The Contract Documents form the entire agreement between District and Contractor. No oral representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

### **Article 4** **Contract Time**

**4.1 Date of Commencement:** Contractor shall commence the Work by the deadline set forth in the notice to proceed, unless the Parties mutually agree otherwise in writing.

**4.2 Substantial Completion Date:** July 1st , 2022.

**4.3 Final Completion Date** – July 29<sup>th</sup>, 2022

**4.3.1** All of the dates set forth in this Article 4 (“Contract Time(s)”) shall be subject to adjustment in accordance with Article 7 of the General Conditions.

**4.4 Time is of Essence.** Time is of the essence with respect to the dates and times set forth in the Contract Documents.

**4.5 Liquidated Damages.** The Parties agree that District will suffer damages which are difficult to determine and accurately specify if the Substantial Completion is not attained by the

Substantial Completion Date. Therefore, subject to the General Conditions, Contractor agrees that if Substantial Completion is not attained by the Substantial Completion Date, Contractor shall pay District Two Thousand Dollars (\$2,000.00) as liquidated damages for each day that Substantial Completion is delayed beyond the Substantial Completion Date.

## Article 5 Contract Price

**5.1 Contract Price.** District shall pay Contractor in accordance with Article 15 of the General Conditions the sum of **Two Hundred Sixty-Eight Thousand Six Hundred and 75/100 (\$268,600.75)** subject to adjustments made in accordance with the General Conditions. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by the Legal Requirements. Estimated quantities contained in the Bid Schedule are not guaranteed and determinations of actual quantities shall be made by the Owner's Representative as set forth in the General Conditions.

## Article 6 Duties of Contractor

**6.1 Professional Standards.** Contractor will perform the Work in accordance with the generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar construction services in the Grand County, Colorado area at the time that the Work is performed.

**6.2 Compliance with the Law.** Contractor will, at its own expense, throughout the term of this Agreement, comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulation, requirements, guidelines, court rulings, and orders of all governmental authorities applicable to the Work.

**6.3 Mechanics' and Materialmen's Liens.** Contractor will (i) make timely payments to Contractor's employees, Subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against District and/or the Work resulting from Contractor's performance of the Work. If any lien is filed claiming by, through or under Contractor or the Work, Contractor will cause such lien to be discharged or bonded over within ten (10) days after its filing. If Contractor fails to cause such lien to be discharged or bonded over within such ten (10) day period, District, in addition to any other available remedy, may bond over or discharge the lien. In such case, District shall be entitled to recover from Contractor the amount it has expended to discharge the lien, including costs and attorneys' fees. District shall deliver an invoice to Contractor for such amounts, which invoices shall be due and payable no later than ten (10) days after delivery to Contractor. If not paid on or before the due date, the unpaid amount owed to District shall bear interest from the due date until paid at a rate of 12% per annum. At District's discretion, District may deduct from any payments due to Contractor any amounts, all costs and attorneys' fees District has expended to discharge such lien.

**Article 7**  
**Procedure for Payment**

**7.1 Progress Payments** Contractor shall submit Applications for Payment to Owner's Representative, and District shall make payments to Contractor, in accordance with Article 15 of the General Conditions.

**7.2 Retainage on Progress Payments** District will retain five percent (5%) of each Application for Payment.

**7.3 Final Payment.** Contractor shall submit its application for Final Payment to District in accordance with the General Conditions. District shall make Final Payment to Contractor in accordance with the General Conditions.

**7.4 Interest.** Payments due and unpaid by District to Contractor, excluding any payments in dispute, shall bear interest commencing ten (10) days after payment is due at the rate of twelve percent (12%) per annum.

**7.5 Record Keeping and Finance Controls.** With respect to changes in the Work performed by Contractor pursuant to the Contract Documents, Contractor shall keep full and detailed accounts and exercise such control as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, District and District's accountants shall be afforded access from time to time, upon reasonable notice, to Contractor's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to changes in the Work performed, all of which Contractor shall preserve for a period of three (3) years after Final Payment.

**Article 8**  
**Representatives of the Parties**

**8.1 District's Representative**

**8.1.1** District has designated Bill Hayne with LTD Engineering & Consulting (970) 575-1025, [wwhayne4@gmail.com](mailto:wwhayne4@gmail.com), as its representative ("Owner's Representative"), who shall be District's single point of contact during the term of the Agreement and who shall be reasonably available to Contractor. District's Representative shall communicate regularly with Contractor. District's Representative shall also have the authority and responsibility for avoiding and resolving disputes under the General Conditions. District's Representative shall also be responsible for obtaining information and approvals required to be furnished by District by the Contract Documents in a timely manner to permit Contractor to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Contractor with prompt notice if he observes any failure on the part of Contractor to fulfill its contractual obligations, including any errors, omissions, or defects in the performance of the Work.

## **8.2 Contractor's Representative**

**8.2.1** Contractor has designated Jeremy Straley as its representative ("Contractor's Representative"), who shall be Contractor's single point of contact during the term of this Agreement, who shall be reasonably available to District and who shall have the necessary expertise and experience required to supervise the Work. Contractor's Representative shall communicate regularly with District and shall be vested with the authority to act on behalf of Contractor. Contractor's Representative shall also have the authority and responsibility for avoiding and resolving disputes under the terms of General Conditions, and such other authority and responsibility as set forth in the Contract Documents.

## **Article 9** **Insurance and Bonds**

**9.1 Insurance.** Contractor shall procure insurance coverage and provide District with evidence of such coverage as more particularly set forth in Section 6.03 of the General Conditions. Contractor shall provide insurance coverage at the following policy limits:

- Workers' Compensation insurance at statutory limits.
- Employer's liability insurance with policy limits not less than \$2 million for each accident, \$2 million for each employee, and \$2 million for policy limit.
- Commercial General Liability – Claims Covered with policy limits of not less than \$2 million each occurrence and \$2 million general aggregate. Such insurance shall cover Contractor's Indemnification responsibilities in Section 7.18 of the General Conditions and all other indemnifications provided by Contractor in the General Conditions. Automobile liability with policy limits of \$2 million per accident.
- Pollution liability insurance with policy limits of not less than \$1 million per claim and \$1 million in the aggregate.

**9.2 Bonds.** Contractor shall furnish a Performance Bond and a Labor and Material Bond as more particularly set forth in Section 6.01 of the General Conditions.

## **Article 10** **Illegal Aliens**

**10.1 Illegal Aliens.** Contractor certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101, et seq., or as it may be amended from time to time during the term of this Agreement.

**10.2 Employment or Contracting With Illegal Aliens.** Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform the Work under this Agreement, or will enter into a contract with a Subcontractor that fails to certify to Contractor that such Subcontractor does not knowingly employ or contract with an illegal alien to perform the Work.



**10.3 Verification Regarding Illegal Aliens.** Contractor represents, warrants, and agrees that Contractor has verified the employment eligibility of all employees, who are employed to perform the Work through participation in either the Electronic Employment Verification Program, or Employment Verification Program established pursuant to C.R.S. § 8-17.5-102 (5)(c) (collectively referred to as “Employment Verification Programs”).

**10.4 Limitation Regarding Programs.** Contractor agrees that all screening of job applicants is to be completed through the Employment Verification Programs prior to the commencement of the Work under this Agreement.

**10.5 Duty to Terminate a Subcontract.** If Contractor obtains actual knowledge that a Subcontractor performing the Work knowingly employs or contracts with an illegal alien, Contractor shall:

i) notify Subcontractor and District within three (3) days that Contractor has actual knowledge that Subcontractor is employing or contracting with an illegal alien; and

ii) terminate the subcontract with Subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. § 8-17.5-102(2)(b)(III)(A) that Contractor has actual knowledge that Subcontractor is employing or contracting with an illegal alien, Subcontractor does not stop employing or contracting with the illegal alien.

Contractor shall not terminate the contract with Subcontractor if during such three (3) Days Subcontractor provides information to establish that Subcontractor has not knowingly employed or contracted with an illegal alien.

**10.6 Duty to Comply with Investigation.** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. § 8-17.5-102(5).

**10.7 Damages for Breach of Agreement.** Notwithstanding any provision of the Contract Documents to the contrary and in addition to any other legal or equitable remedy to which District may be entitled for a breach of this Agreement, if District terminates this Agreement, in whole or in part, due to Contractor’s breach of any requirements of C.R.S § 8-17.5-101, et seq., Contractor shall be liable for actual and consequential damages to District.

**10.8 Notification.** District shall notify the office of the Colorado Secretary of State if Contractor violates a provision of C.R.S. § 8-17.5-102(2), and District terminates this Agreement for such breach. District will notify the Colorado Secretary of State if a court made such a determination.

**10.9 Participation in Employment Verification Program.** Contractor shall notify District of its participation in the Employment Verification Program and shall comply with the requirements of C.R.S § 8-17.5-102(5)(c).



**10.10 Audits.** Contractor hereby consents to audits conducted by the Colorado Department of Labor and Employment to review documents required pursuant to C.R.S § 8-17.5-102(5).

## Article 11 Additional Provisions

**11.1 Independent Contractor Relationship.** The relationship of Contractor to District under the Contract Documents is that of an independent contractor. No agent, employee, or servant of Contractor shall be or shall be deemed to be an employee, agent, or servant of District. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and Subcontractors during the performance of this Agreement.

**11.2 No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or give to, any person other than the Parties, any right, remedy or claim under or by reason of this Agreement or any covenants, terms, conditions and provisions hereof, and all the covenants, terms, conditions and provisions hereof shall be for the sole and exclusive benefit of the Parties hereto which shall inure to and be binding upon the successors and assigns of the Parties.

**11.3 Captions, Headings, or Titles.** All captions, headings, or titles in the provisions of this Agreement are inserted for convenience of reference only and shall not in any way affect the construction, meaning, or interpretation of any provision of this Agreement.

**11.4 Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to performance of the Work, and no prior negotiations, representations, contracts, understandings, or agreements not specifically incorporated herein shall be of any force or effect. District will not be bound by any purported modification or amendment of this Agreement and will not be deemed to have waived any provision of the Agreement, unless such modification, amendment, or waiver is set forth in writing and signed by District in accordance with the terms of this Agreement. No waiver by District of Contractor's compliance with provisions or conditions of the Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions of conditions at the same or any prior or subsequent time with respect to this Agreement. The provisions of this Agreement shall control in the event of any conflicts with the provisions of any other Contract Documents.

**11.5 Construction.** The Parties acknowledge that each Party has reviewed this Agreement and had an opportunity to have legal counsel review this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**11.6 Authority.** Each of the Parties represents to the other that such Party has full power and authority to execute, deliver, and perform this Agreement; that the individuals executing this Agreement on behalf of said Party are fully empowered and authorized by all requisite action to do so; that this Agreement constitutes a valid and legally binding obligation of such Party

enforceable against such Party in accordance with its terms; that such execution, delivery, and performance will not contravene any legal or contractual restriction binding upon such Party; and that there is no legal action, proceeding, or investigation of any kind now pending or to the knowledge of such Parties threatened against or affecting such Party or the execution, delivery, or performance of this Agreement.

**11.7 Warranty.** Contractor shall provide a two-year warranty on all workmanship and materials and on the Contractor's General Warranty and Guarantee in the General Conditions, including but not limited to Section 7.17 of the General Conditions (collectively, "Warranties") beginning on the date of Final Completion.

**11.8 Indemnification.** Contractor shall indemnify, defend and hold harmless the District and each of its employees, agents, representatives, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgements, losses, damages, injuries, penalties, costs and expenses (including reasonable attorney's fees), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors or material suppliers, agents or employees, in connection with this contract and/or the Contractor's Work hereunder.

**11.9 Notices.** All written notices, demands or other instruments or communications provided for under this Agreement must be in writing and be signed by the Party giving the same, and shall be deemed effective (a) when received, if delivered personally, (b) the next business day after deposit for delivery with a nationally recognized overnight carrier for next day delivery; or (c) four (4) business days after deposit in the United States mail, by certified mail with return receipt requested. All such notices or other instruments shall be transmitted with delivery or postage charges prepaid, addressed to the Contractor's Representative and the Owner's Representative as well as copies to the parties identified below:

Contractor's Representative:

Mountain States Snowcats  
Attn: Mindy Straley  
PO BOX 1134  
Torrington, WY 82240  
admin@mountainstatesnowcats.com

Owner's Representative:

LTD Engineering and Consulting  
Attn: Bill Hayne, P. E.  
5394 S. Prescott St.  
Littleton, CO 80120  
(970) 575-1025  
wwhayne4@gmail.com

**11.10 Prevailing Party.** In the event of a default or breach under this Agreement and any action to remedy same, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and expenses incurred, in addition to any other relief to which they may be entitled from the opposing party.

**11.11 Assignment of Agreement.** District may, without consent of the Contractor, assign the Agreement, all Contract Documents, and the Warranties. Contractor shall not assign the Agreement or any Contract Documents without written consent of the District, which may be withheld in District's sole discretion.

IN WITNESS WHEREOF, the undersigned have executed the Agreement to be effective as of \_\_\_\_\_, 2021 ("Effective Date")

**DISTRICT:**

ROAM METROPOLITAN DISTRICT NO. 1

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_

**CONTRACTOR:**

MOUNTAIN STATES SNOWCATS, INC.

Date: 9-22-21

By: M. Straley

Name: Mindy Straley

Title: Vice President

ATTEST:

  
\_\_\_\_\_

**BID SCHEUDLE**  
**ROAM CABINS - PHASE I**  
**DATE:08.22.21; REV 9.3.21**

Description		Quantity	Unit	Unit Cost	Total
1)	Mobilization & Permitting	1	LS	\$28,500.00	28,500.00
2)	Silt Fence	415	LF	\$2.50	1,037.50
3)	Vehicle Traffic Control Pad	1	EA	\$2,500.00	2,500.00
4)	Sediment Cotrol Log	405	LF	\$3.00	1,215.00
5)	Seed and Mulch	0.51	AC	\$9,500.00	4,845.00
6)	Saw cut existing aspault and concrete	103	LF	\$6.00	618.00
7)	Demo and dispose of existing concrete SW(4" thick) and C&G	175	SY	\$32.00	5,600.00
8)	Demo and dispose of existing asphalt (approx 5" thick)	308	SY	\$12.00	3,696.00
9)	Remove ex. water stub w/ saw cut and replace aspalt & conc.	1	LS	\$8,500.00	8,500.00
10)	Core Drill and boot, connect to existing manhole	1	EA	\$5,500.00	5,500.00
11)	8" PVC Sanitary Sewer	145	LF	\$85.00	12,325.00
12)	4' I.D. Manhole	2	EA	\$8,500.00	17,000.00
13)	4" PVC sewer service w/ Wye, cleanout and marker post	4	EA	\$1,750.00	7,000.00
14)	Connect to existing water stub out	1	EA	\$1,500.00	1,500.00
15)	Connect to existign Main using tee	1	EA	\$4,500.00	4,500.00
16)	8" gate Valve	1	EA	\$2,500.00	2,500.00
17)	8" DIP water main	170	LF	\$98.00	16,660.00
18)	8" DIP bends	3	EA	\$975.00	2,925.00
19)	3/4" Domestic water service with curb stop	4	EA	\$1,350.00	5,400.00
20)	Clear and Grub Limits of Disturbance	1	LS	\$1,500.00	1,500.00
21)	Cut to Fill on site (screened to 6" minus & place)	200	CY	\$12.50	2,500.00
22)	Import from Stockpile (Compacted in place)	1100	CY	\$14.50	15,950.00
23)	Import Structural fill from pit (Compacted in place)	200	CY	\$15.00	3,000.00
24)	Place 6" topsoil from stockpile (compacted in place	410	CY	\$14.00	5,740.00
25)	Grade in WQ pond w/ outlet pipe, 3/4"rock	1	LS	\$2,500.00	2,500.00
26)	WQ pond ammended soil and plantings	36	SY	\$180.00	6,480.00
27)	Type M Rip Rap (d50=12"), burried; 18" Thick	10.4	CY	\$250.00	2,600.00
28)	Type VL Rip Rap (d50=6"); 12" Thick	6	CY	\$350.00	2,100.00
29)	Temp road for winter: Aggregate Base Corse (Class 6) 3" depth	147	SY	\$9.00	1,323.00
30)	Aggregate Base Corse (Class 6) 9" depth	481	SY	\$15.75	7,575.75
31)	Aggregate Base Corse (Class 6) 6" depth	343	SY	\$12.50	4,287.50
32)	Hot Mix Asphalt PG 64-22 (2 lifts with grading S/SX) 4" Thick total	481	SY	\$78.00	37,518.00
33)	Adjust Gate Valve Box to final paving grade	1	EA	\$250.00	250.00
34)	Adjust Sanitary Sewer manholes to final asphalt grade	2	EA	\$250.00	500.00
35)	4" concrete Curb & Guttter per detial	286	LF	\$44.00	12,584.00
36)	4" concrete Curb & Guttter match existing	64	LF	\$44.00	2,816.00
37)	Concrete Cross Pans and apron; 8" Thick	120	SY	\$89.00	10,680.00
38)	Concrete sidewalk Chase per detial	6	LF	\$155.00	930.00
39)	Concrete Sidewalk 4" Thick (Per Town of Winter Park Specs)	80	SY	\$72.00	5,760.00
40)	Concrete Curb Ramps	45	SY	\$195.00	8,775.00
41)	Street Signs (No parking) with post	4	EA	\$235.00	940.00
42)	Street Signs (Stop) with post	2	EA	\$235.00	470.00
43)	Striping - on site paint per TOWP standards	96	SF	\$3.75	360.00
<b>TOTAL</b>					<b>268,600.75</b>