



BRIGHTON URBAN RENEWAL AUTHORITY

City Hall 500 South 4th Avenue
Brighton, CO 80601
BURA Regular Meeting
September 15th, 2021 | 4:30 p.m.

A G E N D A

1. **CALL TO ORDER:**
2. **PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **APPROVAL OF THE URA REGULAR MEETING AGENDA:**
Recommended motion "...to approve the September 15th, 2021 Regular Meeting Agenda."
5. **APPROVAL OF THE August 18th, 2021 BURA MEETING MINUTES:**
Recommended motion "...to approve the August 18th, 2021 BURA Regular Meeting Minutes."
6. **PUBLIC COMMENT: Public Comment is reserved for comments on any issues or items pertaining to BURA business except those for which a formal public hearing is scheduled.**
7. **ACTION ITEMS:**
 - A.) Resolution No. 0915-21A Approving an Agreement for Services for landscaping at the Brighton Depot property with Bloom Floralscapes in the amount of \$28,893.86 and authorizing the Executive Director to execute any necessary documents required to implement the Agreement
 - B.) Resolution No.0915-21B Approving an Agreement for Services for concrete work at the Brighton Depot property with Lucero Concrete in the amount of \$31,128.00 and authorizing the Executive Director to execute any necessary documents required to implement the Agreement
8. **DISCUSSION ITEMS:**
 - A.) Downtown Update- Gary Montoya
 - B.) South Main Update- Aaron Herrera
 - C.) Precision Building Systems- Michael Martinez and Aaron Herrera
9. **EXECUTIVE SESSION:**
 - A.)Under C.R.S. Section 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators regarding a reimbursement agreement with Vestas Blades America, Inc. and Vestas Nacelles America, Inc., in the North Brighton employment area.
10. **EXECUTIVE DIRECTOR REPORT:** Michael Martinez
11. **COMMUNICATIONS FROM THE CHAIR AND/OR COMMISSIONERS:**
12. **NEXT BURA MEETINGS:**

October 20th, 2021 BURA REGULAR MEETING
500 South 4th Avenue
Brighton, CO 80601| 4:30 PM

Authority Members

Chair

Candace Werth

Vice-Chair

Jac Cuney

Treasurer

Janet Hepp-Struck

Commissioners

Gary Wardle
Wayne Scott
Mark Rawlings
Paul Greaves
Adrienne Roman

City Council

Tim Watts

Executive Director

Michael Martinez

**September 28th, 2021 BURA & CITY COUNCIL
JOINT MEETING
500 South 4th Avenue
Brighton, CO 80601 | 6:00 PM**

13. ADJOURNMENT:



BRIGHTON URBAN RENEWAL AUTHORITY
500 South 4th Avenue Brighton CO 80601

Meeting Minutes from August 18th, 2021

1. CALL TO ORDER:

Chairwoman Werth called the meeting to order at 4:32 p.m.

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL:

Commissioners Present: Tim Watts, Wayne Scott, Adrienne Roman, Candace Werth, Wayne Scott, Mark Rawlings, Paul Greaves and Janet Hepp- Struck
Commissioners Absent: Jac Cuney

Staff Present: Michael Martinez, Aaron Herrera, Gary Montoya and BURA Legal Counsel Hilary Graham

Media Present: None

4. APPROVAL OF THE URA MEETING AGENDA:

Commissioner Hepp-Struck moved to approve the August 18th, 2021 regular meeting agenda, the motion was seconded by Commissioner Watts.

Voice vote: Motion carried unanimously

5. APPROVAL OF THE June 16th, 2021 BURA REGULAR MEETING MINUTES:

Commissioner Roman moved to approve the June 16th, 2021 BURA Meeting Minutes. The motion was seconded by Commissioner Watts.

Voice vote: Motion carried unanimously

6. PUBLIC COMMENT:

None

7. ACTION ITEMS:

A.) Commissioner Hepp-Struck moved to approve resolution 0818-21. The motion was seconded by Commissioner Rawlings.

Voice vote: Motion carried unanimously

8. DISCUSSION ITEMS:

A.)Kayla Barber-Perotta from finance was available for questions regarding BURA's second quarter financials.

B.) Gary Montoya provided a brief downtown update.

C.)Aaron Herrera discussed the DOLA Main Street: Open for Business grant opportunity and mentioned that if awarded, then BURA may need to pledge 20 percent match for the program.

9. EXECUTIVE SESSION:

An executive session was held under C.R.S. Section 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators regarding a reimbursement agreement with Vestas Blades America, Inc. and Vestas Nacelles, America, Inc., in the North Brighton employment area.

Commissioner Watts moved to enter executive session at 5:13 p.m. The motion was seconded by Commissioner Hepp-Struck.

Roll-call vote: Motion carried unanimously.

The executive session concluded at 5:55 p.m.The regular meeting resumed at 5:55 p.m.

10. EXECUTIVE DIRECTOR REPORT

Michael Martinez briefly discussed the potential sports complex project.

11. COMMUNICATIONS FROM THE CHAIR AND/OR COMMISSIONERS

Commissioner Werth discussed her interview with City Council to be reappointed to the BURA Board. Commissioner Watts discussed the Wall that Heals event coming to Brighton from September 2nd-5th.

12.) NEXT BURA MEETING:

**September 15th, 2021 4:30 pm
500 S 4th Avenue
Brighton, CO 80601**

13. ADJOURNMENT

Chairwoman Werth adjourned the meeting at 6:18 p.m.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2021 (the "Effective Date"), by and between the Brighton Urban Renewal Authority, a Colorado urban renewal authority with an address of 500 South 4th Avenue, Brighton, Colorado 80601 ("BURA"), and Bloom Floralscapes, LLC, an independent contractor with a principal place of business at 1300 W. Quincy Ave., Englewood, CO ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, BURA requires services; and

WHEREAS, Contractor has held itself out to BURA as having the requisite expertise and experience to perform the required services.

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of BURA is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of BURA, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. BURA shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, BURA shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, BURA shall pay Contractor \$28,893.86. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by BURA for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of BURA.

IV. RESPONSIBILITY

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

B. BURA's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because BURA has hired Contractor for its expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by BURA. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to BURA all of its right, title, and interest in such work. BURA may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to BURA.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include BURA and BURA's officers,

employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

C. Contractor shall provide to BURA a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless BURA and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless BURA may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Contractor shall: notify the subcontractor and BURA within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

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

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

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

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

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

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

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

I. Governmental Immunity. BURA and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to BURA and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of BURA under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit BURA's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

**BRIGHTON URBAN RENEWAL
AUTHORITY**

Candace Werth, Chair

ATTEST:

Michael Martinex, Executive Director

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with Brighton Urban Renewal Authority "BURA," I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with BURA, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

BURA must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in BURA's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to BURA.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Brighton Urban Renewal Authority ("BURA"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with BURA within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

Exhibit A



Customer:

Property:

Historic Depot
 Proposal: 2843
 Date:
 8/13/2021

PROJECT SUMMARY

Project Description: Per design from Cynthia. I did add in a few extra plants. I included mulch for the area west of the sidewalk to the canal to the front of the depot. Also included mulching the new planting areas. I did put in some extra topsoil and squeegee to build a mound.

PROJECT TOTAL	\$28,893.86	Plus Tax (tax will be added to invoice)
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IRRIGATION RENO

Materials	Quantity	Unit
RE Drip Irrigation Pipe	800.00	lf
RE Drip Emitters	125.00	ea
RE Drip Valve	1.00	ea
Labor - Irrigation	8.00	Hr

IRRIGATION RENO \$3,201.13

PLANT INSTALLATION

Materials	Quantity	Unit
1# Moonshine Yarrow	3.00	ea
1# Baptisia australis	3.00	ea
1# Red Valerian	25.00	ea
1# Hesperaloe	3.00	ea
1# Red Hot Poker	3.00	ea
1# Marrubium rotundifolium	3.00	ea
1# Penstemon	8.00	ea
1# Artemisia	5.00	ea
1# Chocolate Daisy	5.00	ea
1# Geranium	5.00	ea
1# Little Trudy Catmint	5.00	ea
1# Winecups	7.00	ea
1# Ice Plant	3.00	ea
1# Blonde Ambition	7.00	ea
1# May Knight Salvia	5.00	ea
1# Sedum Autumn Joy	3.00	ea
5# Fernbush	3.00	ea
2" Thornless Cockspur Hawthorn	1.00	ea

PLANT INSTALLATION \$4,374.46

RENO HARDSCAPE

Materials	Quantity	Unit
RE Wood Mulch Install 2-3" Depth	1,500.00	sqft
RE 1.5" River Rock Installation	720.00	sqft
RE Landscape Fabric	720.00	sqft
Boulders- Grey Granite Approx. 30" x 30"	10.00	ea
Squeegee	1,000.00	sqft
Topsoil	12.00	cuyd
Labor - Renovation	24.00	Hr
RE Steel Edger	30.00	lf

RENO HARDSCAPE \$12,583.72

RENOVATION- DEMO

Materials	Quantity	Unit
RE Demo	1,000.00	sqft
Disposal Kit	1,000.00	sqft
Skid Steer	2.00	Day
Skid Steer - Misc. Attachment	2.00	Day

RENOVATION- DEMO \$3,478.24

SITE CONDITIONS

Materials	Quantity	Unit
Site Conditions	4.00	Day
Delivery Misc	3.00	ea

SITE CONDITIONS \$2,618.98

RENO- PREP AND GRADING

Materials	Quantity	Unit
RE Soil Prep & Fine Grade	1,720.00	sqft

RENO- PREP AND GRADING \$2,637.33

PAYMENT SCHEDULE

Schedule	Price	Sales Tax	Total Price
Historic Depot	\$28,893.86	\$0.00	\$28,893.86
	\$28,893.86	\$0.00	\$28,893.86

BRIGHTON URBAN RENEWAL AUTHORITY

A RESOLUTION APPROVING A SERVICE AGREEMENT WITH BLOOM FLORALSCAPES FOR LANDSCAPING SERVICES

RESOLUTION NO. 0915-21A

WHEREAS, the Brighton Urban Renewal Authority ("BURA") wishes to approve a Service Agreement with Bloom Floralscapes for landscaping services at the Brighton Depot, 269 E. Bridge St.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Brighton Urban Renewal Authority as follows:

Section 1. The Service Agreement between BURA and Bloom Floralscapes, LLC is hereby approved in substantially the form attached hereto, subject to final approval by BURA's counsel.

Section 2. Upon such final approval by BURA's counsel, the Executive Director is hereby authorized to execute the Professional Services Agreement on behalf of BURA.

ADOPTED this 15th day of September, 2021.

**BRIGHTON URBAN RENEWAL
AUTHORITY**

Candace Werth, Chair

ATTEST:

Michael Martinez, Executive Director

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2021 (the "Effective Date"), by and between the Brighton Urban Renewal Authority, a Colorado urban renewal authority with an address of 500 South 4th Avenue, Brighton, Colorado 80601 ("BURA"), and Lucero Concrete Contractors, LLC, an independent contractor with a principal place of business at 1511 Appleton Court, Brighton, CO 80601 ("Contractor") (each individually a "Party" and collectively the "Parties").

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WHEREAS, Contractor has held itself out to BURA as having the requisite expertise and experience to perform the required services.

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III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, BURA shall pay Contractor \$31,128. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by BURA for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of BURA.

IV. RESPONSIBILITY

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

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VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to BURA.

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2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include BURA and BURA's officers,

employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

C. Contractor shall provide to BURA a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless BURA and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless BURA may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Contractor shall: notify the subcontractor and BURA within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

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

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

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

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

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

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

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

I. Governmental Immunity. BURA and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to BURA and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of BURA under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit BURA's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with Brighton Urban Renewal Authority "BURA," I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with BURA, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

BURA must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in BURA's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to BURA.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Brighton Urban Renewal Authority ("BURA"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with BURA within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

Lucero Concrete Contractors

1511 Appleton Ct
BRIGHTON, CO 80601 US
+1 3038751532
luceroconcretecontractors@gmail.com

Exhibit A

Estimate

ADDRESS
City of Brighton

ESTIMATE 1048
DATE 08/27/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Remove & Replace	Removal concrete @ Depot Building (Back Concrete pad and sidewalk)	1,206	3.00	3,618.00
	Install	Install concrete @ Depot Building (Back Concrete pad and sidewalk)	1,206	15.00	18,090.00
	Remove & Replace	Remove concrete @ Depot Building (front sidewalk & pad)	460	3.00	1,380.00
	Install	Install Concrete @ Depot Building (front sidewalk & pad)	536	15.00	8,040.00
If completed Separately a mobilization fee will be charged of \$1500 each mobilization					

TOTAL

\$31,128.00

Accepted By

Accepted Date

BRIGHTON URBAN RENEWAL AUTHORITY

**A RESOLUTION APPROVING A SERVICE AGREEMENT WITH
LUCERO CONCRETE FOR CONCRETE SERVICES**

RESOLUTION NO. 0915-21B

WHEREAS, the Brighton Urban Renewal Authority ("BURA") wishes to approve a Service Agreement with Lucero Concrete for concrete services at the Brighton Depot, 269 E. Bridge St.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Brighton Urban Renewal Authority as follows:

Section 1. The Service Agreement between BURA and Lucero Concrete is hereby approved in substantially the form attached hereto, subject to final approval by BURA's counsel.

Section 2. Upon such final approval by BURA's counsel, the Executive Director is hereby authorized to execute the Professional Services Agreement on behalf of BURA.

ADOPTED this 15th day of September, 2021.

**BRIGHTON URBAN RENEWAL
AUTHORITY**

Candace Werth, Chair

ATTEST:

Michael Martinez, Executive Director