

TOWN OF SUPERIOR  
RESOLUTION NO. R-14  
SERIES 2022

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN AMENDMENT TO THE AGREEMENT WITH SAFEUILT COLORADO, LLC FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Amendment to the Agreement for Building Plan Review and Inspection Services between the Town and SAFEuilt Colorado, LLC is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 14<sup>th</sup> day of February, 2022.



*Clint Folsom*  
Clint Folsom, Mayor

ATTEST:

*Patricia Leyva*  
Patricia Leyva, Town Clerk

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (the "Amendment") is made and entered into this 14<sup>th</sup> day of February, 2022 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "Town"), SAFEbuilt Colorado, LLC, an independent contractor with a principal place of business at 3755 Precision Drive, Loveland, CO 80538 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, on December 13, 2021, the Parties entered an Agreement for Professional Services (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement.

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

1. Exhibit A to the Agreement is amended to include As-Requested Planning Consultation Services as identified in **Exhibit A-1**, attached hereto and incorporated herein by this reference.
2. Section III of the Agreement is hereby amended to read as follows:

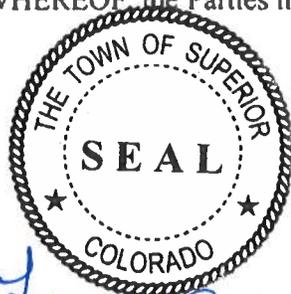
**III. COMPENSATION.**

In consideration for the work performed by Contractor under the Scope of Services, the Town shall pay Contractor 53% of all fees actually collected by the Town for building permits and plan checks. In addition, the Town shall pay Contractor for the following services at the following hourly rates:

- Inspection for which a fee is not collected: \$75 per hour with a one-hour minimum.
- Planning manager services: \$156 per hour with a one-hour minimum.
- Planning services: \$74 per hour with a one-hour minimum.

3. All other provisions of the Agreement shall remain in full force and effect, without modification.

IN WITNESS WHEREOF the Parties have executed this Amendment as of the Effective Date.



TOWN OF SUPERIOR, COLORADO

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Clint Folsom, Mayor

ATTEST:



Patricia Leyva, Town Clerk

**CONTRACTOR**

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Larimer )

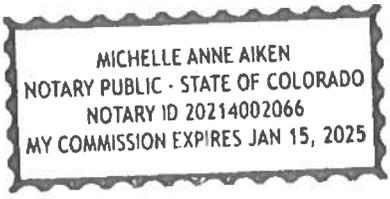
  
SAFEbuilt Colorado, LLC  
Avner Alkhas, CFO

The foregoing instrument was subscribed, sworn to and acknowledged before me this 16 day of February 2022, by Avner Alkhas as Chief Financial Officer of SAFEbuilt Colorado, LLC.

My commission expires:

(SEAL)

  
Notary Public



**EXHIBIT A-1  
ADDITIONS TO SCOPE OF SERVICES**

Additional Contractor's Duties

Contractor shall provide land use consulting services on an as-needed basis, as directed by the Town. These services may include:

- Review of building permit applications for compliance with the Superior Municipal Code;
- Review of land use applications;
- Preparation of staff reports and recommendations to the Planning Commission and Board of Trustees;
- Preparation of land use code amendments;
- Preparation of a new comprehensive plan; and
- Preparation of special studies, including without limitation subarea plans and corridor studies.