

SUPERIOR METROPOLITAN DISTRICT NO. 1  
RESOLUTION NO. SMD#1-4  
SERIES 2023

A RESOLUTION OF THE SUPERIOR METROPOLITAN DISTRICT NO. 1 BOARD OF DIRECTORS APPROVING AN AGREEMENT WITH TANK CONNECTION FOR THE INSTALLATION OF CLARIFLOCCULATOR COVER(S) FOR THE SUPERIOR ROCK CREEK WATER TREATMENT FACILITY

WHEREAS, the Town's water treatment facilities require clariflocculator cover(s) located at the Rock Creek Water Treatment Facility ("WTF"); and

WHEREAS, the Board of Directors finds it in the best interest of the public health, safety and welfare to install clariflocculator cover(s) at the WTF.

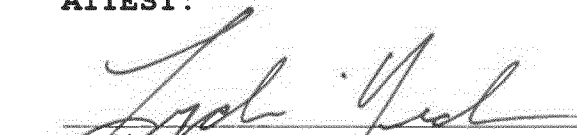
NOW, THEREFORE, BE IT RESOLVED BY THE METROPOLITAN DISTRICT NO. 1 BOARD OF DIRECTORS, AS FOLLOWS:

Section 1. The Board of Directors hereby approves an Agreement between the Superior Metropolitan District No. 1 and Tank Connection for the installation of a clariflocculator cover(s) in substantially the same form as attached hereto, subject to final approval by the District's General Counsel.

ADOPTED this 13th day of March, 2023.

  
\_\_\_\_\_  
Mark Lacis, President

ATTEST:

  
\_\_\_\_\_  
Lydia Yecke, Secretary



## CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this 2 day of June, 2023 (the "Effective Date"), by and between the Superior Metropolitan District No. 1, 124 East Coal Creek Drive, Superior, CO 80027, a Colorado special district (the "District"), and Tank Connection, an independent contractor with a principal place of business at 3609 North 16<sup>th</sup> Street, Parsons, KS 67357 ("Contractor") (each a "Party" and collectively the "Parties").

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

1. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with this Contract and the Contract Documents, attached hereto and incorporated herein by this reference:

Contractor shall provide and install clariflocculator cover(s) at the Superior Water Treatment Plant (WTP)

2. Bonds. Within 10 days of the date of this Contract, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents.

3. Commencement and Completion of Work. Contractor shall commence the Work within 10 days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished by 182 days after the Notice to Proceed, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 30 days of the date of Substantial Completion.

4. Compensation/Contract Price. The District agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed \$159,125. The District shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

5. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

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

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

8. Integration. This Contract and any attached exhibits constitute the entire Contract between Contractor and the District, superseding all prior oral or written communications.

9. Third Parties. There are no intended third-party beneficiaries to this Contract.

10. Notice. Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The District: Project Manager  
Superior Metropolitan District No. 1  
124 East Coal Creek Drive  
Superior, CO 80027

Contractor: Tank Connection  
3609 N 16<sup>th</sup> Street  
Parsons, KS 67357

11. Severability. If any provision of this Contract 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.

12. Modification. This Contract may only be modified upon written agreement of the Parties.

13. Assignment. Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either party without the written consent of the other.

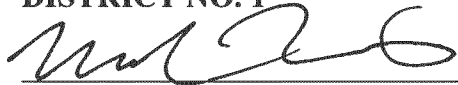
14. Governmental Immunity. The District and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S.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

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

16. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the District not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

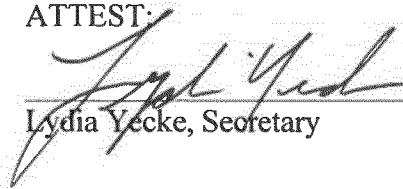
IN WITNESS WHEREOF, this Construction Contract has been executed by the Parties as of the Effective Date.

**SUPERIOR METROPOLITAN DISTRICT NO. 1**



Mark Lacis, President

ATTEST:

  
Lydia Yecke, Secretary

**CONTRACTOR**

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public





**CERTIFICATE OF INSURANCE**

STATE OF Colorado )  
 ) ss.  
COUNTY OF Boulder )

I, Lance Smith, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, Tank Connection, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that Superior Metropolitan District No. 1 shall rely on the information provided.

This information is provided for Superior Metropolitan District No. 1, Work No. Water Treatment Plant Clariflocculator Covers 2023

By: Lance Smith

Title: Regional Sales Manager

Agency: Tank Connection

STATE OF <sup>Kansas</sup> ~~COLORADO~~ )  
 ) ss.  
COUNTY OF Labette )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 20 day of June, 2023 by Lance Smith, as RSM of Tank Connection.

My commission expires: 6-03-26

(SEAL)

Connie S. Adams  
Notary Public

