



**TOWN OF WIGGINS**

**BOARD of TRUSTEES  
SPECIAL MEETING**

**April 5, 2023 7:00 P.M.**

**304 CENTRAL AVENUE  
WIGGINS, CO 80654**

**NOTE: THE PUBLIC IS INVITED & ENCOURAGED TO ATTEND THE MEETING VIA ZOOM  
OR WATCH ON YOUTUBE IF THEY ARE UNABLE TO ATTEND MEETING IN PERSON**

**GO TO THE FOLLOWING SITE: <https://us06web.zoom.us/j/85823745596> FOR THE MEETING LINK**

**SPECIAL MEETING AGENDA**

**I. INTRODUCTIONS**

- 1. Call the Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of Agenda**

**II. PUBLIC HEARING (*Public input will be taken during the public hearing*).**

1. Amendments to the 2023 Budget
2. Consideration of Resolution No. 16-2023 – A Resolution Amending the 2023 Budget by Increasing the Appropriations in the General Fund, 1% Sales Tax Capital Improvement Projects Fund and the 2022 Dedicated Streets CIP Sales Tax Fund

**III. CONSIDERATION of RESOLUTION 17-2023**

1. Resolution No. 17-2023
2. A Resolution Authorizing the Town Manager to Enter into a Contract with GLH Construction for the Main Street Improvement Project

**IV. CONSIDERATION of RESOLUTION 18-2023**

1. Resolution No. 18-2023
2. A Resolution Authorizing the Town Manager to Enter into a Contract to Purchase Replacement Telephone System for Town Hall

Posted on April 3, 2023 at: \_\_\_\_\_

**V. CONSIDERATION of RESOLUTION 19-2023**

1. Resolution No. 19-2023
2. A Resolution Authorizing the Mayor to Sign the Development Agreement with JTS Investments, Inc. for the Family Dollar/Dollar Tree Store at 700 Central Ave

**VI. ADJOURNMENT**

1. Closing Remarks by Mayor and Trustees - Adjourn Meeting



**STAFF SUMMARY**  
**Board of Trustees Special Meeting**

**April 5, 2023**

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**DATE:** April 3, 2023

**AGENDA ITEM NUMBER:** 2

**TOPIC:** Consideration of Resolution No. 16-2023 – A Resolution Amending the 2023 Budget by Increasing the Appropriations in the General Fund, 1% Sales Tax Capital Improvement Projects Fund and the 2022 Dedicated Streets CIP Sales Tax Fund

**STAFF MEMBER RESPONSIBLE:** Tom Acre, Town Manager

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**BACKGROUND**

As previously communicated to the Board of Trustees, bids were solicited from contractors for the Main Street Improvements Project south of the BNSF Railroad tracks between 3<sup>rd</sup> and 5<sup>th</sup> Avenues. At the March 22, 2023 Board of Trustees Meeting the results of bidding was discussed and a contractor for the project was selected. The lowest qualified bid for this work was from GLH Construction, Inc.

Following discussions with contractor regarding modifying the project by removing the non-potable water line from the project. The Notice of Award was discussed and provided to GLH Construction for a total of \$781,214.15 at the March 22, 2023 Board of Trustees Meeting.

A budget amendment is also being requested to facilitate the purchase of a new phone system for Town Hall.

**SUMMARY**

The 2023 adopted budget projected a portion of the project's based on the initial thoughts of what the project would include. As the project design proceeded, the project scope increased resulting in increased costs. The Town has the funds available for the complete project in the 1% Sales Tax Capital Improvement Projects Fund and the 2022 Dedicated Streets CIP Sales Tax Fund. Staff is proposing using funds from the two funds identified above and as outlined in Resolution 16-2023.

Resolution No. 17-2023 (Agenda Item Number 3.) allows the Town Manager to sign the Construction Contract for the Main Street Improvements Project with GLH Construction.

Also included in this item for the Board's consideration is an amendment to the General Fund allocating funds to purchase a new phone system for Town Hall. The current phone system was purchased as a used phone system approximately 7-years ago and recently has been becoming increasingly inoperable, routinely dropping calls without warning. The cost for a new phone system was not included in the adopted 2023 budget. The cost for the system staff is proposing is approximately \$4,900. Agenda Item Number 4. includes Resolution 18-2023 allowing the Town Manager to enter into a contract to purchase a new phone system.

#### **FISCAL IMPACT**

Approval of these Resolutions Amends the Adopted 2023 Budget to allocate funds necessary for the Main Street Improvement Project, to purchase a phone system and authorizes the Town Manager to sign the required documents.

#### **APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES**

Making street improvements in Town is one of the goals of the Town Board of Trustees and Staff. Improving this section of Main Street is a priority of the Board and a desire of the citizens. Purchasing a new phone system is necessary for the operation of Town Hall.

#### **OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES**

The Board of Trustees could adopt the Resolutions as presented by staff, modify the Resolutions or not adopt the Resolutions.

#### **MOTION FOR APPROVAL**

I make a motion to adopt Resolution No. 16-2023 – A Resolution Amending the 2023 Budget by Increasing the Appropriations in the General Fund, 1% Sales Tax Capital Improvement Projects Fund and the 2022 Dedicated Streets CIP Sales Tax Fund.

I make a motion to adopt Resolution No. 17-2023 – A Resolution Authorizing the Town Manager to Enter into a Contract with GLH Construction for the Main Street Improvement Project.

I make a motion to adopt Resolution No. 18-2023 – A Resolution Authorizing the Town Manager to Enter into a Contract to Purchase Replacement Telephone System for Town Hall.

#### **ACTION REQUESTED**

MOTION, SECOND, ROLL-CALL VOTE

*(Resolutions require affirmative votes from the majority of Trustees present)*

**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 16-2023**

**A RESOLUTION AMENDING THE 2023 BUDGET BY INCREASING THE  
APPROPRIATIONS IN THE GENERAL FUND, 1% SALES TAX CAPITAL  
IMPROVEMENT PROJECTS FUND AND THE 2022 DEDICATED STREETS CIP  
SALES TAX FUND**

**WHEREAS**, the Board of Trustees of the Town of Wiggins on December 14, 2022 adopted a budget for the 2023 calendar year per Resolution 44-2022, pursuant to and in accordance with the Local Government Budget Law; and

**WHEREAS**, the Board of Trustees approved expenses that were anticipated during the 2023 calendar year.

**WHEREAS**, based on the foregoing, a need exists to appropriate additional sums of money in the CTF and Water Funds; and

**WHEREAS**, the Board of Trustees has published notice of and held a hearing upon the supplemental appropriations and amendments to the 2023 budget authorized by this Resolution; and

**WHEREAS**, the amended 2023 budget, as revised by this Resolution, does not result in a deficit as required by law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WIGGINS, COLORADO:**

**Section 1.** That the 2023 General Fund Budget is amended to reflect an additional appropriation of \$5,000.

**Section 2.** That the 1% Sales Tax Capital Improvement Projects Fund Budget is amended to reflect an additional appropriation of \$685,000.

**Section 3.** That the 2022 Dedicated Streets CIP Sales Tax Fund Budget is amended to reflect an additional appropriation of \$100,000.

**Section 4.** The foregoing appropriations are effective as of the date of this Resolution.

**INTRODUCED, READ AND ADOPTED THIS 5<sup>TH</sup> DAY OF APRIL, 2023.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Christopher Franzen, Mayor

Attest:

\_\_\_\_\_  
Tom Acre, Interim Town Clerk

**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 17-2023**

**A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO A  
CONTRACT WITH GLH CONSTRUCTION FOR THE MAIN STREET  
IMPROVEMENT PROJECT**

**WHEREAS**, the Town of Wiggins Board of Trustees desires to have a section of the Town's Main Street to be improved with curb, gutter and sidewalk; drainage improvements and paving; and

**WHEREAS**, the Town of Wiggins through staff and the project engineer solicited sealed bids from several contractors for performing this work; and

**WHEREAS**, the Town of Wiggins received acceptable bids from three well qualified contractors who routinely perform this type of work satisfactorily; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF WIGGINS, COLORADO:**

**Section 1.** The Board of Trustees hereby authorizes the Town Manager to contract with GLH Construction, Inc. for the Main Street Improvements Project.

**Section 2.** The Town Manager and Town Clerk are hereby authorized to execute and deliver all documents and monies in accordance with this Resolution.

**INTRODUCED, ADOPTED AND RESOLVED THIS 5<sup>TH</sup> DAY OF APRIL, 2023.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Christopher Franzen, Mayor

ATTEST:

\_\_\_\_\_  
Tom Acre, Interim Town Clerk

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between Town of Wiggins ("Owner") and GLH Construction, Inc. ("Contractor")  
Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Demolition of asphalt and concrete, placement of asphalt and concrete, storm sewer improvements, curb and gutter, traffic control, stripping and signage, topsoil and finished grading, and traffic calming.

## THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: This project, entitled Main Street Improvement, will develop the area on Main Street from 3rd Avenue to 5th Avenue for improved drainage. The improvements will include curb and gutter, asphalt and concrete paving, sidewalk, curb ramps, and 15" storm sewer piping and the accompanying inlet structures. The storm sewer and inlets will connect to the existing drainage system. A right turn lane will be added to the west side intersection of Main Street and Tiger Way.

## ENGINEER

- 3.01 The Owner has retained Miller & Associates Consulting Engineers, P.C. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

## CONTRACT TIMES

- 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 *Contract Times: Dates*
- A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **120 calendar days after the Notice to Proceed has been issued.**
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and



Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$1000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000.00 for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.0 *Special Damages*

- A. 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.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### **CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid attached hereto as an exhibit.



## PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. 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.

- a. 95 percent of the value of the Work completed (with the balance being retainage).

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

### 6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

## CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:

- 1. This Agreement.

- 2. Bonds:

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EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).

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Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

- a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. Proof of Insurance
4. General Conditions
5. Supplementary Conditions.
6. Specifications as listed in the table of contents of the project manual (copy of list attached).
7. Drawings (not attached but incorporated by reference) consisting of 21 sheets with each sheet bearing the following general title: Town of Wiggins, CO Main Street Improvements
8. Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 5, inclusive).
10. Exhibits to this Agreement (enumerated as follows)
  - a. Bid from Contractor received on 3/6/2023.
  - b. Bid from Contractor received on 3/23/2023 reflecting the elimination of Bid Items 19, 20, and 21 from the project.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on March 24, 2023 (which is the Effective Date of the Contract).

Owner:

Town of Wiggins, CO

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

\_\_\_\_\_

Contractor:

GLH Construction, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

780 E. Garden Drive  
Windsor, CO 80550

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

License No.:

(where applicable)

State:

\_\_\_\_\_

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C-410	Bid Form for Construction Contract
C-430	Bid Bond
C-510	Notice of Award
C-520	Agreement Between Owner and Contractor for Construction Contract
C-550	Notice to Proceed
C-610	Performance Bond
C-615	Payment Bond
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C-625	Certificate of Substantial Completion
C-626	Notice of Acceptability of Work
C-700	Standard General Conditions of the Construction Contract
C-800	Supplementary Conditions of the Construction Contract

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## DIVISION 15 – MECHANICAL

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15110	Pipe Specialties
15200	Valves General Statements
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## APPENDIX A – TRANSMITTAL FORM

## APPENDIX B – DRAWING SET

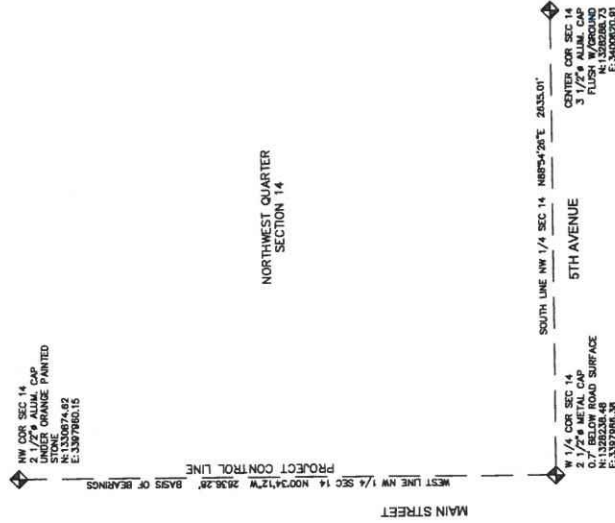


# MAIN STREET IMPROVEMENTS 5TH AVENUE TO 3RD AVENUE TOWN OF WIGGINS, COLORADO ISSUED FOR BID



PROJECT LOCATION  
NO SCALE

HORIZONTAL CONTROL DIAGRAM  
NO SCALE



Sheet Number	Sheet Title
G1	COVER SHEET
G2	GENERAL NOTES & TYPICAL ROADWAY SECTION
G3	PLAN AND PROFILE 1 OF 3
G4	PLAN AND PROFILE 2 OF 3
G5	PLAN AND PROFILE 3 OF 3
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G17	STRIPING AND PARKING DETAILS
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G19	SNGL TB INLET
G20	GOOT DETAILS
G21	RRFB DETAIL

DRAWING INDEX

REVISIONS	date	by	description of revision
1	1/27/23		ISSUED FOR BID

checked by	drawn by	design by	job number	date
				1/27/23



### ARTICLE 3—BASIS OF BID—UNIT PRICE

#### 3.01 Unit Price Bids

- A. Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1	21,566.72	\$ 21,566.72
2	Removal of Asphalt	SY	7110	7.73	\$ 54,960.30
3	Sawing Concrete	LF	5	2.83	\$ 14.15
4	Sawing Asphalt Mat (6 Inch)	LF	302	4.98	\$ 1,503.96
5	Concrete Washout Structure	EA	1	609.80	\$ 609.80
6	Vehicle Tracking Pad	EA	2	2,789.57	\$ 5,579.14
7	Aggregate Base Course	TON	1250	39.32	\$ 114,028.00
8	Hot Mix Asphalt	TON	2323	121.32	\$ 281,826.36
9	Concrete Pavements (6-Inch Cross pans)	SY	46	118.51	\$ 5,451.46
10	Inlet Type 16 (5ft)	EA	2	7,018.00	\$ 14,036.00
11	Concrete Sidewalk	SY	822	54.03	\$ 44,412.66
12	Concrete Curb Ramp	SY	32	147.10	\$ 4,707.20
13	Detectable Warning (Truncated Domes)	SY	10	268.82	\$ 2,688.20
14	Curb and Gutter Type 2	LF	1456	25.04	\$ 36,458.24
15	Rectangular Rapid Flashing Beacon	EA	2	9,040.00	\$ 18,080.00
16	15" Polypropylene Storm Pipe	LF	633	88.35	\$ 55,925.55
17	48" Cylindrical Manhole	EA	2	5,003.84	\$ 10,007.68
18	60" Cylindrical Manhole	EA	1	5,488.94	\$ 5,488.94
19	8" C900 PVC Non-Potable Pipe	LF	1292	72.41	\$ 93,553.72
20	8" Gate Valve	EA	1	3,274.09	\$ 3,274.09
21	8" Cap	EA	1	485.36	\$ 485.36
22	Construction Surveying	LS	1	18,755.74	\$ 18,755.74
23	Traffic Control	LS	1	38,510.30	\$ 38,510.30
24	Striping and Signage	LS	1	18,864.22	\$ 18,864.22
25	Topsoil and Finished Grading	LS	1	28,239.64	\$ 28,239.64
Total of All Unit Price Bid Items					\$ 879,512.79
26	Stabilization	SY	-	13.98	-

### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

EIGHT HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED TWELVE AND SEVENTY NINE CENTS

EJCDC® C-410, Bid Form for Construction Contract.

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Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD,  
INSTRUCTIONS, AND RECEIPT OF ADDENDA**

**5.01 *Bid Acceptance Period***

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**5.02 *Instructions to Bidders***

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

**5.03 *Receipt of Addenda***

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
#1	02/17/2023
#2	02/21/2023
#3	02/28/2023

#4 - 03/01/2023

#5 - 03/03/2023

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

**6.01 *Bidder's Representations***

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

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procedures of construction to be employed by Bidder, if selected as Contractor; and  
(c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no 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.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

GLH Construction LLC

(typed or printed name of organization)

By:

Gary D. Smith

(individual's signature)

Name: Gary D. Smith

(typed or printed)

Title: President

(typed or printed)

Date:

03/04/2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Michelle R. Tenney

(individual's signature)

Name: Michelle R. Tenney

(typed or printed)

Title: Vice President of Operations

(typed or printed)

Date:

03/04/2023

(typed or printed)

Address for giving notices:

780 E. Garden Drive, Windsor, CO 80550

Bidder's Contact:

Name: Issah Smith

(typed or printed)

Title: Estimator

(typed or printed)

Phone: 970-674-0440

Email: issah@glhconstruction.com

Address:

780 E. Garden Drive, Windsor, CO 80550

Bidder's Contractor License No.: (if applicable) N/A

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# GLH CONSTRUCTION, LLC

780 East Garden Drive, Windsor, CO 80550  
Phone: (970) 674-0440 Fax: (970) 674-0443

## ESTIMATE

To: Town of Wiggins  
Attn: Tom Acre  
From: Gary Smith: GLH Construction, LLC  
Issah Smith: GLH Construction, LLC

Thursday, March 23, 2023

### Wiggins Main Street Improvements

Wiggins Main Street Improvements				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Mobilization	LUMP SUM	1.00	\$21,566.72	\$21,566.72
Removal of Asphalt	SY	7110.00	\$7.73	\$54,960.30
Sawing Concrete	LF	5.00	\$2.83	\$14.15
Sawing Asphalt Material (6" Depth)	LF	302.00	\$4.98	\$1,503.96
Concrete Washout Structure	EACH	1.00	\$609.80	\$609.80
Vehicle Tracking Pad	EACH	2.00	\$2,789.57	\$5,579.14
Aggregate Base Course - 7" Thick	TON	2900.00	\$39.32	\$114,028.00
Hot Mix Asphalt - 5" Thick	TON	2323.00	\$121.32	\$281,826.36
Concrete Pavements (6" Crosspans)	SY	46.00	\$118.51	\$5,451.46
5' Type 16 Inlets	EACH	2.00	\$7,018.00	\$14,036.00
Concrete Sidewalk	SY	822.00	\$54.03	\$44,412.66
Concrete Curb Ramp	SY	32.00	\$147.10	\$4,707.20
Detectable Warning (Truncated Domes)	SY	10.00	\$268.82	\$2,688.20
30" Curb and Gutter	LF	1456.00	\$25.04	\$36,458.24
Rectangular Flashing Beacon	EACH	2.00	\$9,040.00	\$18,080.00
15" HDPE	LF	633.00	\$88.35	\$55,925.55
48" ID Manhole	EACH	2.00	\$5,003.84	\$10,007.68
60" ID Manhole	EACH	1.00	\$5,488.94	\$5,488.94
Construction Surveying	LUMP SUM	1.00	\$18,255.63	\$18,255.63
Traffic Control	LUMP SUM	1.00	\$38,510.30	\$38,510.30
Striping and Signage	LUMP SUM	1.00	\$18,864.22	\$18,864.22
Topsoil and Finished Grading	LUMP SUM	1.00	\$28,239.64	\$28,239.64
Cement Stabilization @ 3% to a depth of 12" (Not included in Price)	SY	0.00	\$13.98	\$0.00
Base Construction Total:				\$781,214.15

Construction Total: \$781,214.15

Estimated Quantities Field Measured To Verify For Payment.

#### Inclusions:

- \*Labor
- \*Equipment
- \*Material
- \*Concrete
- \*Asphalt
- \*Erosion Control
- \*Signs/Striping
- \*Construction Survey
- \*Materials Testing
- \*Construction Water Supplied From A Onsite Fire Hydrant
- \*Erosion Control Inspections
- \*2 Year Warranty
- \*Cement Stabilization - Not Included in Price

#### Exclusions:

- \*Relocation of Existing Utilities (Shown/Not Shown)
- \*Unsuitable Street Subgrade
- \*Rock Excavation
- \*Foreign or Hazardous Materials
- \*Unusable Trench Material
- \*Development Fees
- \*Landscape And Irrigation Removal and Replacement
- \*Town, Sanitation And Water District Permits
- \*CDOT Permits
- \*County Permits
- \*Imported Fill Material
- \*Earthwork/Utility Permits
- \*Winter Protection
- \*Offsite Construction Water
- \*Bonds or Taxes
- \*Overex Streets
- \*Landscaping
- \*Dry Utility Coordination
- \*Procurement/Management of Storm water Discharge Permit & SWMP

GLH CONSTRUCTION, LLC

BY: Issah Smith

TITLE: Estimator

ATTEST:

BY:

ACCEPTED

BY:

TITLE:

ATTEST:

BY:



## NOTICE OF AWARD

Date of Issuance: 3/27/2023

Owner: Town of Wiggins

Engineer: Miller & Associates Consulting Engineers, P.C.

Project: Main Street Improvements

Bidder: GLH construction, Inc.

Bidder's Address: 780 E. Garden Drive, Windsor CO 80550

You are notified that Owner has accepted your Bid dated 3/06/2023, and revised 3/23/2023, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Main Street Improvements. Bid Items 19, 20, and 21 have been eliminated from the project.

The Contract Price of the awarded Contract is \$781,214.15. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Two unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompany this Notice of Award or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner two counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Wiggins

By (signature):



Name (printed): Tom Acre

Title: Town Manager

Copy: Engineer



**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 18-2023**

**A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT TO PURCHASE REPLACEMENT TELEPHONE SYSTEM FOR TOWN HALL**

**WHEREAS**, the Town of Wiggins Board of Trustees desires to have a functional telephone system at Town Hall for staff to conduct Town business; and

**WHEREAS**, the Town of Wiggins staff has researched replacement phone systems; and

**WHEREAS**, the Town of Wiggins staff is recommending the phone system from a provider that will provide the best long-term solution for the Town.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WIGGINS, COLORADO:**

**Section 1.** The Board of Trustees hereby authorizes the Town Manager to contract with Gertge Technology to purchase a replacement phone system; and

**Section 2.** The Town Manager and Town Clerk are hereby authorized to execute and deliver all documents and monies in accordance with this Resolution.

**INTRODUCED, ADOPTED AND RESOLVED THIS 5<sup>TH</sup> DAY OF APRIL, 2023.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Chris Franzen, Mayor

ATTEST:

\_\_\_\_\_  
Tom Acre, Interim Town Clerk



**Gertge Technology, LLC**  
109 Clayton Street  
Brush, CO 80723 US  
(970) 842-6500  
toby@gertgetech.com  
www.gertgetech.com

**ADDRESS**

Town of Wiggins  
304 E Central Avenue  
Wiggins, CO 80654

**SHIP TO**

Town of Wiggins  
304 E Central Avenue  
Wiggins, CO 80654

**Estimate 1297****DATE 03/22/2023**

PRODUCT/SERVICE	QTY	RATE	AMOUNT
SIP-T54W YEALINK GIG SIP PHONE COLOR DISPLAY BUILT IN BT & WIFI	12	225.00	2,700.00T
YEALINK T5 SERIES EXPANSION MODULE	3	150.00	450.00T
Fax Enable Device	1	150.00	150.00T
Ubiquiti UniFi Switch USW-PRO-48-POE Switch - managed - 48 x 10/100/1000 (40 PoE+, 8 PoE++) + 4 x 10Gb Ethernet SFP+ - rack-mountable - PoE++ (600 W) - AC 120/230 V / DC 11.5/52 V	1	1,100.00	1,100.00T
Labor Charge	1	500.00	500.00

SUBTOTAL 4,900.00

TAX 0.00

**TOTAL \$4,900.00**

Accepted By

Accepted Date

## Yealink T5 Business Phone Series

### Redefining Next-Gen Personal Collaboration Experience

Being responsive to changes and demands in the marketplace, Yealink has designed and developed its new T5 Business Phone Series, the most advanced IP desktop phone portfolio in the industry. Leading the way in new personalized collaboration, the Yealink T5 Business Phone Series provides the best possible personalized collaboration experience for businesses of all sizes.

With the Yealink T5 Business Phones, you can help your business benefit from the advanced telephony features, next-generation communication experience and great flexibility, and eventually unleash the power of remote collaboration and maximize the ROI.



## New Personal Collaboration Landscapes

The Yealink T5 Business Phone Series introduces seven phone models for productive desktop communication and collaboration demands. The Yealink Prime Business Phones T53, T53W, T54W and T57W are ideal for highly active voice communication users.

The Yealink Smart Business Phones T58A and T58A with Camera, and the Flagship Smart Video Phone VP59 are professional desktop collaboration tools well suited for executive offices and huddle rooms, delivering cutting-edge capabilities and affordable access to professional HD video.



## Ergonomic Design with Adjustable Displays

The Yealink T5 Business Phone Series has an upgraded elegant and sleek design with large, backlit and high resolution displays and LED indicators to provide optimized viewing and navigation experience. The displays of the T5 Series are fully adjustable to fulfill the viewing needs at a variety of angles and under a variety of lighting conditions.



## Distraction-Free HD Communications

The Yealink T5 Business Phone Series is designed with Yealink Acoustic Shield technology to deliver distraction-free voice clarity for remote participants. Yealink Acoustic Shield technology uses multiple microphones to create a virtual "shield" between the speaker and the outside sound source. Once enabled, it intelligently blocks or mutes sounds from outside the "shield" so that the person on the other end hears you only and follows you clearly. In busy and noisy workspace such as call centers and office area, Yealink Acoustic Shield technology dramatically reduces frustration and improves productivity.

For small group session using Yealink VP59 or Yealink T58A, Yealink Noise Proof technology is available to eliminate non-human voices so as to guarantee the productivity of the group discussion.



## Easy Collaboration at Your Fingertips

Yealink T58A with Camera and Yealink VP59 are the most advanced smart desktop collaboration phones, providing C-levels and busy professionals with easy operation, all-inclusive features and affordable access to HD video collaboration. With a large color touchscreen and intuitive hard keys layout, the operation of the phone is made as simple as possible.

Yealink T58A supports 720p HD business video with an optional Yealink USB camera CAM50. And Yealink VP59 is built on a 1080p full HD video capability.





## Explore Many More Possibilities

The value of a desktop phone is redefined. The Yealink T5 Business Phone Series brings versatility for business customers to explore and maximize the value for every penny they spend.

- The Yealink T5 Business Phone Series supports instant content sharing to the people on the other end of the call. With a simple operation, the speaker can quickly transmit the content over the phone while on the call. It enables quick discussion and speeds up decision making.
- Yealink T58A and Yealink VP59 allow intercom system integration for reception desk applications. It features one-touch door opening, visitor viewing and monitoring to simplify daily reception work.



## Industry-Leading Connectivity

The Yealink T5 Business Phones have enriched advanced connectivity features for unparalleled flexibility and scalability.

- Support seamless switching of calls between the desktop phone and the cordless DECT handset via DD10K DECT dongle integration
- Built-in Bluetooth 4.2 for wireless headset and mobile phone connection to enhance the mobility
- Built-in Wi-Fi 2.4G/5G to help businesses maximize the use of wireless network
- Compatible with Expansion Module EXP50 for more line keys (except VP59)



Call Switchover  
(Desktop Phone and  
DECT Handset)



Bluetooth



Wi-Fi

## All-in-One Solutions for Every Collaborative Environment



### Prime Business Phone T53/T53W

- Entry-level phone, well suited for common workspace
- 3.7" 360x160-pixel graphical display, fully adjustable
- 8 line keys, 12 SIP accounts, 21 memory keys
- USB port integrated for call recording and wireless USB headset



### Prime Business Phone T54W

- Mid-level phone, ideal for professionals and managers with moderate call load
- 4.3" 480x272-pixel color display, fully adjustable
- 10 line keys, 16 SIP accounts, 27 memory keys
- USB port integrated for call recording and wireless headset



### Prime Business Phone T57W

- Premium-level phone for executives and busy managers with heavy call load
- 7" 800x480-pixel color touch display, fully adjustable
- 29 touch keys, 16 SIP accounts
- USB port integrated for call recording and wireless headset



### Smart Business Phone T58A with Camera

- Android based smart phone, well suited for executives and busy managers with collaboration demands
- 7" 1024x600-pixel color touch display, fully adjustable
- Plug and play 720p HD video camera
- 27 touch memory keys, 16 SIP accounts
- Call recording and wireless headset support

Note: T58A can be purchased without camera\*



### Flagship Smart Video Phone VP59


- Flagship smart video phone for C-levels and workgroups with video collaboration demands
- 8" 1280x800-pixel color touch display, fully adjustable
- 1080p HD business video
- 27 touch memory keys, 16 SIP accounts
- HDMI output
- Call recording and wireless USB headset support



## Yealink Smart Video Phone VP59 & Smart Business Phone T58A Specification

Overview	Module	VP59	T58A with Camera
			
Operating System		Android 7.1	Android 5.1
Interface			
LCD Display		8" 1280 x 800 pixels capacitive touch screen	7" 1024X600 pixels capacitive touch screen
LCD Type		Adjustable	Adjustable
LED Indicators		✓	✓
Memory Keys		27 touch keys	27 touch keys
USB Port (2.0 Compliant)		2	2
Ethernet Port		Dual-port Gigabit Ethernet	Dual-port Gigabit Ethernet
Handset Port (RJ-9)		✓	✓
Headset Port (RJ-9)		✓	✓
Expansion Module		x	Yealink EXP50
External Yealink AC Adapter (Optional)		AC 100~240V input and DC 12V/1A output	AC 100~240V input and DC 5V/2A output
Audio Features			
HD Voice		HD handset, HD speaker	HD handset, HD speaker
Speakerphone		Full duplex	Full duplex
Wideband Codec		G.722, Opus	G.722, Opus
Narrowband Codec		G.711(A/μ), G.729A/B, G.726, G.723.1, iLBC	G.711(A/μ), G.729A/B, G.726, G.723.1, iLBC
HAC Handset		✓	✓
Yealink Noise Proof		✓	✓
Yealink Acoustic Shield		✓	✓
Connectivity			
PoE		✓	✓
Bluetooth		Built-in	Built-in
Wi-Fi		Built-in	Built-in
HDMI		✓	x
Foot Stand		1 adjustable angle	1 adjustable angle
Wall Mountable		✓	✓
Corded-Cordless Phone (Via DD10K)		✓	✓
Headset		USB/Bluetooth/RJ9	USB/Bluetooth/RJ9
Camera		2 mega-pixel (adjustable, plug and play)	2 mega-pixel (adjustable, plug and play)
Video Resolution		1080p@30fps Full-HD	720p@30fps HD
Video Codec		H.263, H.264, H.264HP, VP8	H.264, H.264HP, VP8
Door Phone Integration		✓	✓
Content Sharing		✓	✓
Telephony Features			
SIP Account		16	16
3-Way Video Conferencing		✓	✓
5-Way Video/Audio Mixed Conferencing		✓	✓

## Yealink T5 Prime Business Phone Specification

Module	SIP-T53/SIP-T53W	SIP-T54W	SIP-T57W
Overview			
Operating System	Linux Based	Linux Based	Linux Based
Interface			
LCD Display	3.7" 360x160 pixels graphical display	4.3" 480x272 pixels color display	7" 800x480 pixels color display
LCD Type	Adjustable	Adjustable	Adjustable
LED Indicator	✓	✓	✓
Line Key	8	10	0
Memory Key	21 (3 pages, 7 keys per page)	27 (3 pages, 9 keys per page)	29 touch keys
USB Port (2.0 Compliant)	1	1	1
Ethernet Port	Dual-port Gigabit Ethernet	Dual-port Gigabit Ethernet	Dual-port Gigabit Ethernet
Handset Port (RJ-9)	✓	✓	✓
Headset Port (RJ-9)	✓	✓	✓
Expansion Module	Yealink EXP50	Yealink EXP50	Yealink EXP50
External Yealink AC Adapter (Optional)	AC 100~240V input and DC 5V/1.2A output	AC 100~240V input and DC 5V/2A output	AC 100~240V input and DC 5V/2A output
Audio Features			
HD Voice	HD handset, HD speaker	HD handset, HD speaker	HD handset, HD speaker
Speakerphone	Full duplex	Full duplex	Full duplex
Wideband Codec	G.722, Opus	G.722, Opus	G.722, Opus
Narrowband Codec	G.711(A/μ), G.729A/B, G.726, G.723.1, iLBC	G.711(A/μ), G.729A/B, G.726, G.723.1, iLBC	G.711(A/μ), G.729A/B, G.726, G.723.1, iLBC
HAC Handset	✓	✓	✓
Yealink Acoustic Shield	✓	✓	✓
Connectivity			
PoE	✓	✓	✓
Bluetooth	Built-in Bluetooth 4.2/T53 via BT40	Built-in Bluetooth 4.2	Built-in Bluetooth 4.2
Wi-Fi	Built-in (2.4G and 5G)/T53 via WF40/WF50	Built-in (2.4G and 5G)	Built-in (2.4G and 5G)
Foot Stand	1 adjustable angle	1 adjustable angle	1 adjustable angle
Wall Mountable	✓	✓	✓
Corded-Cordless Phone (Via DD10K)	✓	✓	✓
Headset	USB/Bluetooth/RJ9	USB/Bluetooth/RJ9	USB/Bluetooth/RJ9
Content Sharing	✓	✓	✓
Telephony Features			
SIP Account	12	16	16
3-Way Audio Conferencing	✓	✓	✓

# Yealink



YEALINK NETWORK TECHNOLOGY CO., LTD  
E-Mail: [sales@yealink.com](mailto:sales@yealink.com) | Website: [www.yealink.com](http://www.yealink.com)

2019-01-T55-English-V1.0

## A High-performance Color-screen Expansion Module

The Yealink EXP50 Color-screen Expansion Module for Yealink T53/T53W/T54W/T57W/T58A/T58W IP phones, is designed to expand the functional capability of your SIP phone to a whole new level. It features a large 4.3-inch color-screen LCD, giving you a vivid visual experience. In addition, it provides you with a simple user interface and advanced call handling capabilities. For example, three pages of 20 flexible button shown on the display can be programmed up to 60 various features. The functionality of Yealink T53/T53W/T54W/T57W/T58A/T58W IP phones will also be extended by the EXP50, you can set the provided multifunctional line keys as BLF, speed dial, call forward, transfer, call park, call pickup, etc. The Yealink EXP50 Color-screen Expansion Module is an ideal solution for receptionists, administrative assistants and contact center workers and give you the ability to monitor contacts and manage a large volume of calls with ease.

### Key Features and Benefits

#### User-friendly Structure Design

With a 4.3-inch color screen, the Yealink EXP50 expansion module is intended to bring a fresh visual experience and an easy operating experience to you. Its new design for the Stand enables you to adjust between two lying angles easily even without disassembling it. To ensure a higher reliability of data transmission and a higher speed of data refresh, a USB cable is chosen to connect EXP50 expansion module to Yealink T53/T53W/T54W/T57W/ T58A/T58W IP phones. Moreover, after connecting to the IP phones successfully, the remaining USB port in the back of EXP50 can also be used to realize the phone's extended functions, for example, call recording via USB flash drive, etc.

#### Intuitive Visualization

A 4.3-inch 272x480-pixel color screen greatly enriches your visual experience. The color icons for DSS keys, the feature of Wallpaper and Screensaver, all of these offer you a new operating experience as well as allow you to custom the EXP50 in your own style. More than that, its 3 independent control keys with illuminated LED on the bottom are used for fast switching to the corresponding page.

#### High Expandability

The Yealink T53/T53W/T54W/T57W/T58A/T58W IP phones can be fully equipped with up to three EXP50 Color-screen Expansion Modules, while adding 180 additional buttons at most. Three pages of 20 flexible button with dual-color LED shown on the display can be programmed up to 60 various features that can be used for speed dialing, BLF/BLA, call forward, transfer, etc. Thus, it will help you effectively manage high volume of concurrent calls, effortlessly monitor calls and extremely boost personal productivity.



- 4.3" 272 x 480-pixel color screen
- Color icons for rich visual experience
- 20 physical keys on each page with dual-color LEDs
- Three independent control keys with illuminated LED for fast switching pages
- Supports up to 3 modules daisy-chain
- Stand with 2 adjustable angles

### Display

- 4.3" 272x480-pixel color display with backlight
- 16 bit depth color
- Three page views are possible
- Different color icons for each function shown on the LCD

### Features Keys and Indicator

- 20 physical keys each with a dual-color LED
- 40 additional keys through page switch
- 3 independent control keys with illuminated LED are used for fast switching pages
- Programmable for shared line, BLF List, call park, conference, forward, group pickup, group listening, LDAP, XML Browser...

### Features

- Wallpaper, screensaver, power saving
- Stand with 2 adjustable angles
- For support of two or three Expansion Modules, an external Yealink power adapter (5V/2A) is required.
- Up to three EXP50 can be attached on Yealink T53/T53W/T54W/T57W/T58A/T58W IP phones
- USB port (2.0 compliant) for data in and out
- USB port (2.0 compliant) for:
  - wired/wireless USB headset
  - Wi-Fi through WF40/WF50 for T53
  - USB call recording through USB flash drive
- Max power consumption (PSU): 1.5W
- Dimension (W\*D\*H\*T):
  - 196.5mm\*124.0mm\*137.5mm\*42.6mm
- Applies to Yealink
  - T53/T53W/T54W/T57W/T58A/T58W
- Operating temperature: -10 to +45°C (+14 to 113°F)
- Storage temperature: -30 to +70°C (-22 to +158°F)
- Operating humidity: 10-95%

### Package Features

- Package content:
  - Yealink EXP50 Color-screen Expansion Module
  - Stand
  - Connecting Sheet
  - USB Cable
  - Screwdriver
  - Screws
  - Quick Start Guide
- Qty/CTN: 10 PCS
- N.W/CTN: 6.0 kg
- G.W/CTN: 6.598 kg
- Giftbox size: 212mm\*148mm\*90mm
- Carton Meas: 480mm\*310mm\*228mm



## About Yealink

Yealink (Stock Code: 300628) is a global-leading provider of Unified Communication & Collaboration Solutions specialized in video conferencing, voice communications, and collaboration, dedicated to helping every person and organization embrace the power of "Easy Collaboration, High Productivity".

With best-in-class quality, innovative technology, and user-friendly experiences, Yealink is one of the best providers in more than 140 countries and regions, ranks No.1 in the global market share of IP Phone, and is the Top 5 leader in the video conferencing market (Frost & Sullivan, 2021).

For more information about Yealink, [click here](#).

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## Technical Support

Visit Yealink WIKI (<http://support.yealink.com/>) for firmware downloads, product documents, FAQ, and more. For better service, we sincerely recommend you to use Yealink Ticketing system (<https://ticket.yealink.com>) to submit all your technical issues.



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**STAFF SUMMARY**  
**Board of Trustees Special Meeting**

**April 5, 2023**

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**DATE:** April 3, 2023

**AGENDA ITEM NUMBER:** 5

**TOPIC:** Consideration of Resolution No. 19-2023 - A Resolution Authorizing the Mayor to Sign the Development Agreement with JTS Investments, LLC for the Family Dollar/Dollar Tree Store at 700 Central Ave

**STAFF MEMBER RESPONSIBLE:** Tom Acre, Town Manager

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**BACKGROUND**

As previously discussed with the Board of Trustees, staff has been working with JTS Investments, LLC (JTS) the developer for the Family Dollar/Dollar Tree Store at 700 Central Ave. As part of the project, JTS is required to make improvements to the site and to Granite Street. With the passage of a 1% sales tax to fund dedicated to streets, discussions were held regarding JTS providing the funds to the Town that they had allocated for paving for a future larger street project.

**SUMMARY**

The attached Development Agreement outlines the improvements to be made by JTS to the Family Dollar/Dollar Tree Store site and provides funds for their portion of paving Granite Street sign the Development agreement.

**FISCAL IMPACT**

Approval of this Resolution does not negatively impact the Adopted 2023 Budget.

**APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES**

Making street improvements in Town is one of the goals of the Town Board of Trustees and Staff. Having the Family Dollar /Dollar Tree Store being a part of Town supports the goal of attracting businesses, increasing sales tax revenue and providing retail shopping opportunities for its citizens.



**OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES**

The Board of Trustees could adopt the Resolution as presented by staff, modify the Resolution or not adopt the Resolution.

**MOTION FOR APPROVAL**

I make a motion to adopt Resolution No. 19-2023 – A Resolution Authorizing the Mayor to Sign the Development Agreement with JTS Investments, LLC for the Family Dollar/Dollar Tree Store at 700 Central Ave.

**ACTION REQUESTED**

MOTION, SECOND, ROLL-CALL VOTE

*(Resolutions require affirmative votes from the majority of Trustees present)*

**TOWN OF WIGGINS, COLORADO  
RESOLUTION NO. 19-2023**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT  
AGREEMENT WITH JTS INVESTMENTS, LLC FOR THE FAMILY  
DOLLAR/DOLLAR TREE STORE AT 700 CENTRAL AVE**

WHEREAS, a Development Agreement has been proposed between the Town and JTS Investments, LLC related to the completion of public improvements for the Family Dollar Store.

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WIGGINS, COLORADO:**

**Section 1.** The proposed Development Agreement between the Town and JTS Investments, LLC is hereby approved in essentially the same form as accompany this resolution

**Section 2.** The Mayor or Town Administrator are authorized to execute the Agreement, and are further authorized to negotiate and approve on behalf of the Town such revisions to the Agreement as the Mayor and Town Administrator determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

**INTRODUCED, READ, AND ADOPTED THIS 5<sup>TH</sup> DAY OF APRIL 2023.**

TOWN OF WIGGINS, COLORADO

\_\_\_\_\_  
Christopher Franzen, Mayor

ATTEST:

\_\_\_\_\_  
Tom Acre, Interim Town Clerk

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** ("**Agreement**") is made and entered into to be effective as of 30 March, 2023 ("**Effective Date**"), by and between **JTS INVESTMENTS, LLC**, a Kansas limited liability company ("**JTS**"), and the **TOWN OF WIGGINS, COLORADO**, a Colorado municipal corporation ("**Wiggins**"). As used in this Agreement JTS and Wiggins are individually referred to as a "**Party**" and collectively as the "**Parties**"

### **RECITALS**

**WHEREAS**, JTS acquired approximately one and 8/10 (1.8) acres more or less of real property located at the southwest corner of Granite Street ("**Granite Street**") and Central Avenue ("**Central Avenue**") in Wiggins, Colorado which property is more particularly described on Exhibit A, attached hereto (the "**JTS Parcel**");

**WHEREAS**, JTS is developing the JTS Parcel with a retail store (the "**Retail Store**") in accordance with, and as graphically depicted on, Exhibit B attached hereto;

**WHEREAS**, Granite Street is a public road and serves as access to other properties in the area and to the public at large;

**WHEREAS**, Wiggins maintains that JTS is required by the Wiggins Land Development Code to make certain improvements to serve the JTS Parcel in accordance with the Wiggins Land Development Code, JTS is required to make certain improvements to serve the JTS Parcel, including paving Granite Street from JTS's drive onto Granite Street to Central Avenue; installing sidewalk, curb and gutter; and replacing a cross-road pipe as graphically reflected on Exhibit C attached hereto (the "**Granite Street Improvements**");

**WHEREAS**, JTS's interpretation of the Wiggins Land Development Code differs from that of Wiggins;

**WHEREAS**, Wiggins has a town wide sales tax and a designated fund for street improvements ("**Sales Tax**"), which Wiggins anticipates using to undertake various street projects in the Town, including improvements to Granite Street;

**WHEREAS**, Wiggins will collect Sales Tax from the retail sales that are expected to be generated from the JTS Parcel;

**WHEREAS**, Wiggins and JTS desire to enter this Agreement providing for the development of the JTS Parcel and the Granite Street Improvements, all on the terms and conditions set forth herein;

**WHEREAS**, JTS agrees to make a financial contribution to Wiggins in an aggregate amount of Thirty-three Thousand Dollars (\$33,000) (the "**Contribution**") in exchange for the Town's agreement to complete the Granite Street Improvements as provided herein.

**NOW THEREFORE**, in consideration of the foregoing representations, the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. **Recitals Incorporated.** The above recitals are hereby incorporated into this Agreement in full and form an integral part hereof.

2. **Certificate of Occupancy.** The Parties acknowledge and agree that JTS received a Temporary Certificate of Occupancy for the Retail Store on March 23, 2023. The Temporary Certificate of Occupancy includes a number of conditions required to receive a Final Certificate of Occupancy. Upon JTS's satisfactory completion of the conditions and any final inspections required under the applicable building codes, the Town will issue a Final Certificate of Occupancy in a reasonably expeditious manner (the "Final Certificate").

3. **Granite Street Improvements.** In consideration of the Contribution, Wiggins will use commercially reasonable efforts to identify funds to install and construct, and install and construct, the Granite Street Improvements, which funds may include the utilization of the Contribution and Sales Tax. Wiggins will install and construct the Granite Street Improvements in accordance with Exhibit C. Wiggins will install and construct the Granite Improvements when Wiggins determines in its reasonable opinion such improvements are necessitated. Wiggins acknowledges and agrees that the JTS will have no obligation to construct the Granite Street Improvements.

4. **Granite Street Improvements Release.** In consideration of the Contribution, Wiggins hereby forever waives, releases, holds harmless, and discharges JTS, JTS's respective successors and assigns, and their respective contractors (the "Released Parties"), from any and all obligations, responsibilities, and/or action with respect to the installation and construction of the Granite Street Improvements by the Released Parties.

5. **Contribution.** To satisfy its obligations relating to the Granite Street Improvements, JTS shall pay the Contribution to Wiggins in the sum of Thirty-three Thousand Dollars (\$33,000) at the time of the Town's issuance of the Final Certificate.

6. **Non-Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement, or condition. One or more waivers of any covenant or condition of this Agreement by any Party shall not be construed as a waiver of a further breach of the same covenant or condition.

7. **Entire Agreement.** This Agreement (including any exhibits hereto) embodies the entire agreement between the Parties concerning the subject matter hereof and replaces and supersedes any prior and contemporaneous negotiations, agreements or understandings among the Parties hereto.

8. **Remedies.** In the event of any violation or threatened violation of any provision of this Agreement by any Party, any Party shall have the right, in addition to any other remedies which may be available, at law or in equity, to enjoin such violation or threatened violation.

9. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado, without regard to its principles of conflict of laws. Any legal action brought to enforce or construe this Agreement shall be brought in the courts located in Morgan County, Colorado, and the Parties hereby agree to the jurisdiction of such courts and agree that they will not invoke the doctrine of *forum non conveniens* or other similar defenses.

10. **Invalidity of Provisions.** If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, and if the rights and obligations of the Parties to this Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this

Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provisions as is possible.

11. **Effect on Third Parties.** The rights, privileges, or immunities conferred hereunder are for the benefit of the Parties and not for that of any third party.

12. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion or any parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and forth purposes herein expressed.

13. **No Joint Venture or Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize any Party hereto to act as an agent of the other Party hereto for any purpose whatsoever.


*Signatures follow on the next page.*

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date

TOWN OF WIGGINS, COLORADO

JTS INVESTMENTS, LLC

By: \_\_\_\_\_  
Chris Franzen, Mayor

By:  \_\_\_\_\_  
Thomas A. Schneidler, Managing Member

ATTEST:

\_\_\_\_\_  
Tom Acre , Interim Town Clerk

**Exhibit A**

**JTS PARCEL**

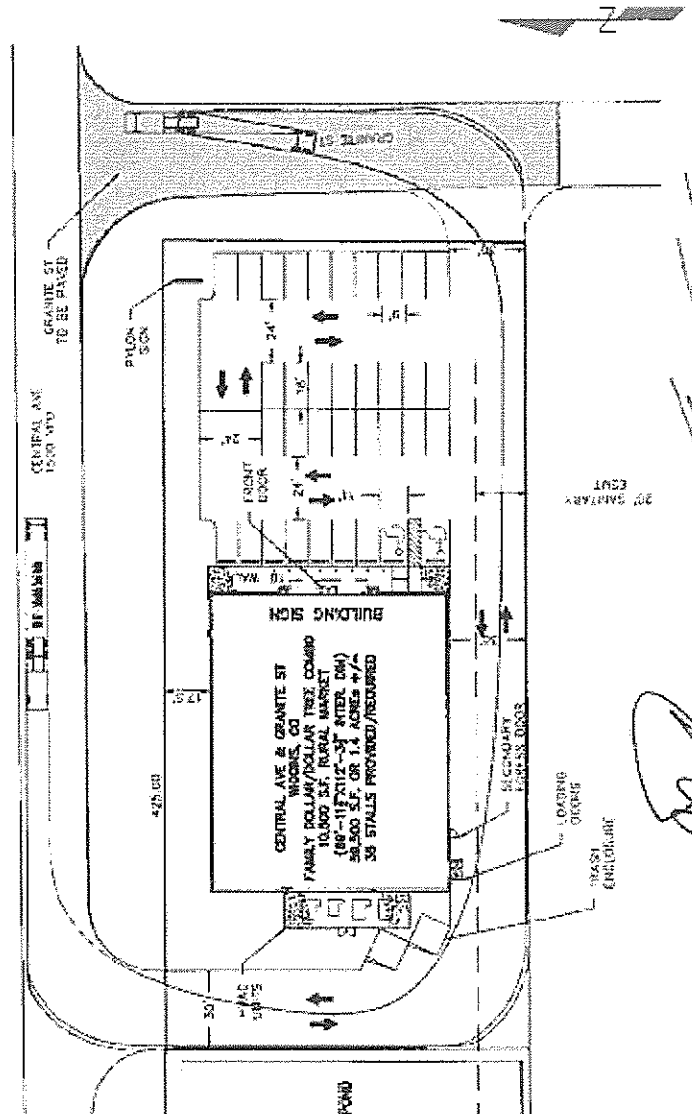
**Lot 1, BUSCH MINOR SUBDIVISION, according to the recorded plat thereof, Morgan County, Colorado, being a part of the NE 1/4 of Section 15, Township 3 North, Range 60 West of the 6th P.M., Morgan County, Colorado.**



# WIGGINS, CO SITE CONCEPT

## EXHIBIT B

## SITE PLAN



# EXHIBIT C

## GRANITE STREET IMPROVEMENTS

