



Town of Blue River

Memorandum

TO: Mayor Decicco & Members of the Board of Trustees

FROM: Town Manager Michelle Eddy

DATE: October 8, 2024

SUBJECT: **Building Department**

Mayor & Trustees

Background

- It has been requested to have a discussion on the building department, construction rules and regulations and the Building Official Contract. Below is a breakdown of flow of information and project approvals. This information also includes duties of the Building Official (Charles Abbott, LLC) and Planning & Zoning Commission.

Building Department Workflow

- Once permits are issued, Charles Abbott (Building Official Contractor company) handles all inspections and building code compliance and issuance of a certificate of occupancy. Charles Abbot employs certified professionals that follow our adopted building code and review all stamped reviewed plans which must be onsite. All building inspections are booked online through the Town portal and inspection reports are filed in Citizen Serve.

Code Violations

Whether it is a general code violation or a construction violation all code violations are handled as follows.

- Residents may submit a complaint through the website or the online portal: [Code Complaints | Town of Blue River \(colorado.gov\)](#)
- They may call the non-emergency dispatch line: 970-688-8600
- An officer will respond to all calls. If there is a code violation, a violation is generated into Citizen Serve and emailed or mailed to the property owner along with photos. If it is a repeat offender, a ticket is issued.
- Once a Code Ambassador is hired, it will be their responsibility to periodically travel through the community to ensure construction sites are following all construction rules and regulations. It will be their responsibility to address any issues and where necessary, contact the Police Department or the Building Official for compliance issues.

**Blue River
Building Application Flow Chart**

Contractor/Resident Fills out the application

Type A Permits
New Construction; Additions; Garages; Variance; Plat Amendments; Subdivisions

Type B Permits
Shed/Small Structures; Excavation (Septic, Sewer, Utility, General); Landscaping (Involving features, retaining walls, fire pits); Berms Solar; Fences; Chicken Enclosures; Decks

Type C Permits
Staining/Siding; Roofs; Windows; Interior Remodel; Forest Management (Tree Cutting); Hot Tubs; Plumbing, Electrical, Mechanical Permits

Type A Permits require approval from the Planning & Zoning Commission.

Type B Permits do not require Planning & Zoning Commission Approval and may be approved by Town Staff. A site plan is required.

Type C Permits may be approved by Town Staff.

Fees collected and permit Issued by Town Staff

Planning & Zoning Review

- ⇒ Current property survey or I.L.C showing the footprint of the structure.
- ⇒ Topographic survey, wetlands delineation
- ⇒ Drawings must show setbacks & easements with distances from eave drip line to setbacks/easements shown (25' front & rear; 15' sides).
Plans need to be to scale; Snow storage; Driveways; Landscaping, any trees to be removed, as well as new vegetation and retaining walls; Wetland delineation (if applicable). If there are wetlands on a property, this is a requirement. Proposed Garage or future garage (if applicable drawings shall include construction plans with elevations and exterior finishes.; Indicate drainage for project, driveway and junction of driveway with Town road. Culverts and surface water must be addressed. Ditch(s) and culvert (s) must be defined and a minimum of one (1) load (10-12 tons) of road base, adjacent to the property may be required.
- ⇒ Materials Board or Sheet displaying materials to be used. In cases of additions, if matching existing, photos of current home.

After Planning & Zoning Approval-Reviewed and Approved by Charles Abbott LLC.

Contractor remits Plan Review fee and electronic copies of stamped plans including all of Planning & Zoning information; as well as: Construction Management Plan. Stamped structural plans; Current Summit County Septic System Permit (including system plot plan), or evidence of full payment of tap fees to Upper Blue Sanitary District. Current Colorado Well Permit or evidence of full payment of tap fees to Timber Creek Water District. Current Colorado Department of Transportation Highway Access Permit, if access to Highway 9 is required. Designation of General Contractor, except for bona fide homeowner contractor. For Manufactured Homes the following additional information is required: State of Colorado Division of Housing Approved Plans. State of Colorado Division of Housing Registered Installer Certificate.

After Approval from Charles Abbott LLC
Contractor pays permit fee and permit is issued by Town Staff.

Duties

Planning & Zoning

Sec. 2-6-80. Duties of the Commission. The Planning and Zoning Commission shall have the following functions and duties:

- (5) To make and recommend to the Board of Trustees plans for the physical development of the Town, including any areas outside its boundaries, subject to the approval of the legislative or governing body having jurisdiction thereof, which in the Commission's judgment relate to the planning of the Town.
- (2) To make recommendations to the Board of Trustees or to render final decisions on such matters delegated to the Planning and Zoning Commission by Chapters 16 (Zoning), 17 (Subdivision), and 18 (Building Code) of this Municipal Code.
- (3) To review and recommend to the Board of Trustees desirable or necessary modifications to Chapters 16, 17, and 18 of this Municipal Code.
- (4) To hear and decide appeals from and review any order of any administrative official charged with the enforcement of the Town's zoning or subdivision regulations as such authority may be delegated to the Commission by the Municipal Code and Section 31-23-307, C.R.S.
- (5) To hear and decide appeals from decisions of the Building Official pursuant to Chapter 18 of this Municipal Code. (6) To consider any other matters pertaining to the Commission as provided by law, resolution or ordinance, to act in an advisory capacity to the Board of Trustees when so requested, and to perform all other powers and duties authorized and required by ordinance or state law.

(Ord. No. 2020-09, § 1, 8-18-2020)

Building Official-Contract Included

Staff

1. Answers, where possible contractor questions.
2. Processes Type B and C permit applications.
3. Reviews Type A permit applications for completeness and then assigns to the Building Official/Plan Reviewer for review.
4. Collects fees and issues permits after review and sign off by the Building Official.

Current Building Statistics

Current Open permits: 378

Permits Issued YTD 2024: 171

- New Construction: 7 *as of 10/10/24
- Additions/Garages: 10
- Sheds: 1
- Roofs: 22
- Hot Tubs: 10
- Solar: 2
- Zoning (Plat amendments/variances): 2
- Landscaping: 2
- Interior Remodel: 3
- Excavation(septic; sewer; utility): 21
- Windows: 4

- Staining/Siding: 2
- Other: 85

Inspections completed YTD 2024: 530

Potential considerations and recommendations for adjustments:

- It is recommended to create a large shed permit.
 - Currently sheds are regulated to be 200 square feet or less. The permit fee for a shed \$25.
 - It is recommended to consider permitting of large sheds 201-399 square feet. These would remain a Type B permit and fees would be based on square footage and would require approval by the Building Official. The sheds would be restricted to not be placed on foundations.
 - Reported Shed permits 2015-2024 YTD
 - Total: 58
 - Unknown size (not indicated on permit): 25
 - 25-50 square feet: 0
 - 51-100 square feet: 14
 - 101-150 square feet: 6
 - 151-200 square feet: 7
 - 200-250 square feet: 2
 - Playset/Saunas/trash enclosure: 4

Construction Rules and Regulations

A. Purpose

In order to ensure that any Construction Activity (as such term is defined below) conducted within the Town is done in the most sensitive manner possible and to minimize impacts to guests and Owners, the following Construction Regulations shall be enforced during the construction period. This document shall be known as the "**Construction Rules and Regulations**" and may be referred to herein as the "Regulations." These Regulations supplement the Design Guidelines, which are incorporated herein by reference. The Town has the power to amend these Regulations from time to time, without notice. Each Owner shall ensure that all Construction Activity that is performed on their Construction Site shall be performed in accordance with the following requirements.

B. Access and Parking

Construction Vehicles shall gain access to Construction Sites only from existing roads adjacent to the Construction Sites. Prior to commencement of construction, the Owner of a Construction Site shall submit as an element of the Construction Management Plan, a parking plan that indicates how contractor and employee parking needs will be handled. Parking will not be allowed, at any time, on Town roads without prior approval from the Building Official. Special safety precautions are necessary for the road including, but not limited to, safety cones, barriers and flaggers. Each parking plan shall describe:

- a) How and where Construction and Delivery Vehicles will be parked at the Construction Site during the Construction Activity; and
- b) The maximum number of Construction and Delivery Vehicles that will be parked at or adjacent to the Construction Site at any one time.

C. Blasting

No blasting shall be performed on any Site without the Building Officials prior consent. Notification shall be provided a minimum of 24 hours in advance of any blasting operations, and in all cases blasting shall occur only between the hours of 9:00 AM and 5:00 PM. Blasting may be subject to certain restrictions, which shall be determined by the Building Official in its sole and absolute discretion and which may vary from Site to Site.

D. Erosion Control and Vegetation Protection

The Building Official shall not approve any proposed Construction Activity unless and until it has first approved an erosion control and soil stabilization plan as a part of the Construction Management Plan.

The Owner of the Construction Site is responsible for preparing and submitting such plans.

E. Construction Equipment and Material Storage

Each Owner or Owner's Representatives and their contractors shall ensure that all construction material is stored in a designated materials storage area. Such storage area shall be indicated on the Construction Management Plan described above, and shall be located to minimize the visual impact from adjacent properties and roadways.

F. Debris and Trash Removal

Owners, Owner's Representatives, and their contractors shall be responsible for assuring that

- at the end of each day, all trash and debris on the Construction Site is cleaned up and stored in proper **covered** containers or organized piles and not permitted to be blown about the Site or adjacent property, and
- at least once a week, all trash and debris are removed from the Construction Site to a proper dumpsite located off the Property.
- Due to the abundant wildlife within the Town, all food trash must either be removed

from the site at the end of each work day or the General Contractor must arrange for bear-proof trash containers to be available on-site.

All trash and debris shall be kept off the road right of way and adjacent property at all times.

G. Construction Hours & Noise

Any construction equipment operated upon a residential, commercial, industrial, or public premises during the time period between seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M.; provided, however, that the operation of the construction equipment during the hours of seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M. shall not exceed ninety (90) decibels.

H. Deliveries

Construction Vehicles must obey all posted speed limits and traffic regulations within the Town. During winter months, construction and delivery trucks must be capable of traveling mountain roads and be 4 wheel drives or equipped with chains.

I. Field Staking

All building footprints, setback lines, and driveways, storage and lay-down areas shall be staked in the field. A licensed Colorado land surveyor shall stake the building footprint and setback lines.

J. Fire Protection

At least one 10-pound ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the Construction Site at all times. Fire protection is the Owner's responsibility, but the Town recommends that the Owner or Owner's Representative establish additional fire protection, the handling of combustible materials and suppression measures as part of an overall Site safety program.

K. Prohibited General Practices

All Owners will be absolutely responsible for the conduct and behavior of their Owner's Representatives in the Town. The following practices are prohibited within the Town and will result in an automatic fine:

- a) Changing oil on any vehicle or equipment on the Construction Site;
- b) Allowing concrete suppliers and contractors to clean their equipment on any Town of Blue River lot, roadway, right-of-way, ditch, easement, or other property;
- c) Removing any rocks, plant material, topsoil, or similar items from any property of others within Town;
- d) Using disposal methods or units other than those approved by the Town;
- e) Careless disposition of cigarettes and other flammable materials;
- f) Careless treatment or removal of any native plant materials;
- g) Disruptive activity including, but not limited to, public drinking, public nuisances, and disturbing the peace;
- h) Working before or after the scheduled construction hours without prior permission;
- i) Driving trucks with uncovered loads in the Town.

L. Roadway Maintenance

Owners and their contractors and sub-contractors shall keep all Town roads and road rights-of-way free and clear of all materials, rubbish, and debris resulting from Owner's Construction Activity and shall repair and revegetate any damage to roads, road rights-of-way, landscaping, and other streetscape improvements within the Town caused by Construction Vehicles used in connection with Owner's Construction Activity. No road

cuts, deletions, or additions shall be made without a permit from the Town Road Manager. Contractors must keep the Site driveway and all adjacent roads clean from dust, dirt, mud, and debris at all times. If a contractor fails to keep roads clean and if the Town must arrange for cleaning, the cost of cleaning will be billed to the Owner, care of the contractor, at a rate then set by the Town.

M. Sanitary Facilities

On-Site, enclosed, chemical toilets must be available at all times when Construction Activity is taking place on a Construction Site. Chemical toilets shall be screened from view and shall be located so as to minimize any adverse impacts on adjacent lots. In no instance shall chemical toilets be placed within any road right-of-way or on the road.

N. Signage

REQUIRED SITE SIGNAGE

One temporary construction sign not to exceed 20 square feet overall, prepared by a professional sign maker, shall be located within the Site boundary and shall be easily visible from the adjacent roadway or entry to the Site. The sign must conform generally to the layout shown below with only the name, address and telephone number of the developer, architect, contractor, project name, logo and location. All information listed must be shown in uniform type style and color.

<p>PROJECT LOGO AND/OR NAME Building Permit # Developer/Owner: [Name and Phone #] Architect: [Name] Contractor: [Name]</p>

O. Propane Heater Policy

The following procedures and guidelines must be followed when using propane heaters:

- Heater, tank and line shall be inspected prior to each use for leaks, improper fittings or faulty igniters. Faulty heaters shall be turned in to the construction trailer for repair
- Heaters shall be placed on a level noncombustible surface. If used on a wood subfloor the heater shall be placed on a minimum 4'x4' piece of fire rated drywall or concrete board.
- The heater hose shall be extended straight out from the heater to the propane tank maintaining maximum distance from tank to heater.
- The heater shall be placed in the center of the room. If you are unable to place the heater in the center of the room with the hose fully extended from heater to tank then the room is too small.
- Do not use heaters in hallways, closets, bathrooms, under stairs or in crawl spaces.
- Propane heaters shall not be left running overnight or unattended without prior written approval from the Project Builder. The DRB Administrator or Public Safety Department must be notified of any propane heaters that will run overnight.
- Subcontractors who need the use of propane heaters must contact the Project Builder.
- Propane heaters and tanks shall be stored no closer than 15' to roads or traffic areas.

Charles Abbott Associates, Inc.



“Helping public agencies provide effective and efficient municipal services to improve communities since 1984”

Proposal for

Building Department Services

Prepared for

Town of Blue River

**0110 Whispering Pines Circle
Blue River, Colorado 80424**

Charles Abbott Associates, Inc.

390 Interlocken Crescent, 3rd Floor
Broomfield, CO 80021
Toll Free: (866) 530-4980

www.caa.inc

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LETTER OF INTRODUCTION

April 30, 2021

Town of Blue River
Michelle Eddy, MMC/CPM
Town Manager/Clerk
0110 Whispering Pines Circle
Blue River, Colorado 80424

Subject: Building Department Services

Dear Michelle:

Thank you for your interest in having **Charles Abbott Associates, Inc. (CAA)** provide the Town with Building Inspection and Plan Review Services.

CAA is a professional services consulting firm specializing in providing Building & Safety, Fire Prevention, Engineering and Environmental Services. For more than 36 years, CAA has been fulfilling its mission in helping municipal governments and regional government agencies **deliver services more efficiently**. CAA is able to consistently achieve **high standards of service** as a direct result of the company's commitment to nurturing a team of professionals with an exceptional work attitude, mind-set, experience and skills that are unique to CAA. Each staff member is highly trained and extremely conscientious when it comes to carrying out the corporate mission of providing unsurpassed customer service.

CAA can provide the Town with a team of **highly qualified, licensed, and certified individuals** to support your Building Inspection and Plan Review needs. We have staff currently operating in and providing services for other municipalities in Colorado, including the nearby Town of Breckenridge, ensuring fast response times, maximum efficiency, and the ability to add qualified personnel at any time should workload demands increase. We also offer daily pick-up and delivery or complimentary over-night mail service of plans available in addition to web based digital review throughout the life of the contract. Our staff is technically qualified, trained, properly licensed and certified to provide all anticipated plan review and inspection services in accordance with State and local codes and ordinances and works closely with engineers, architects, and designers, providing greater insight as to the constructability of design and the adherence to State and Federal codes, rules and regulations, Land Development Regulations (LDRs) and acceptable building practices. Our staffing levels ensure that inspections and plan reviews are always conducted in an efficient and courteous manner, both responsive to the Town and the public's needs. And finally, when workload demands increase, CAA has the ability to quickly add certified and qualified staff to meet that increase in workload.

Most of our staff is cross-trained, providing a very efficient use of personnel and expediting the process for the applicant. All work will be performed under the direction of a **licensed Building Official** who will review plans for compliance with all applicable codes, regulations, guidelines, and permits as required. We have experience in a full range of different types and sizes of developments, ranging from single family dwellings

to rural properties to master planned communities, mixed use developments, planned unit developments and industrial/commercial business parks.

Should the Town have any questions, please contact Mike Theisen or myself. We look forward to further discussing your service needs.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Inglis', with a stylized flourish at the end.

CHARLES ABBOTT ASSOCIATES, INC.
Tim Inglis, CBO, Regional Director

COMPANY INFORMATION

Name of Firm: Charles Abbott Associates, Inc. (CAA)
Headquarters: 27201 Puerta Real, #200
Mission Viejo, CA 92691
(866) 530-4980
Local Office: 390 Interlocken Crescent, 3rd Floor
Broomfield, CO 80021
Regional Director: Mr. Tim Inglis, CBO, Director
(470) 421-0046
timinglis@caa.inc
Entity Type: Corporation
Federal Tax ID: 33-00753899
Number of Employees: 212
Date of Incorporation: 1984

Primary Contact

Mr. Mike Theisen, CBO, MCP is the project manager selected to work with the Town to ensure that our policies, procedures, and manpower provide the level of service the Town desires. He will supervise the project and maintain continuous communication with the Town to ensure **100% satisfaction** with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours.

Name and Title: Mr. Mike Theisen, CBO
Phone: (303) 775-5129
Email: michaeltheisen@caa.inc
Website: www.caa.inc

QUALIFICATION OF FIRM

Charles Abbott Associates, Inc. (CAA) has been a national contract service provider to local government agencies since 1984 and exclusively serves public agencies. Our CAA professionals have many years of municipal experience to support the Town and have a deep understanding of professional Building and Safety Services in a municipal setting. CAA has been handling a complete package of Municipal Building Department Services for over 30 years, including:

- ✓ Building Codes Administration
- ✓ Building Inspections
- ✓ Building Plans Review
- ✓ Environmental Management
- ✓ Code Enforcement

Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff. Since our incorporation in 1984, CAA has grown to a full-time staff of over 200 employees and boasts a record of very low staff turnover, which has proven highly beneficial to our clients. Our staff is fully credentialed and cross-trained, effectively meeting our building and safety and public works commitments to our clients. Each one of our team members has worked on similar projects and has served the public sector for many years.

CAA is an industry leader in cross-training our employees in order to streamline the inspection process. Each inspector is able to perform multiple inspections, which is both cost effective and simplifies the process for contractors, causing less wait times for inspections to be approved. We are devoted to keeping our certified and licensed staff up-to-date on the latest practice, techniques and skills in their areas of specialization and provide our staff with on-going training, both in-house and with other professional seminars and classes. This training ensures our staff has the knowledge and other resources available to help them provide high quality service to our customers. Since our approach to training is ongoing and not just occasional, we can assure our clients of work that is in full compliance with current standards. In addition, because our people are well trained, they face no learning curve and are able to get to work immediately.

Our concept of delivering high quality service is different from other companies providing similar functions. CAA will provide on-site staff to bridge the disconnect that can occur between towns and contracted service providers. CAA is proud not only of the fact that we have retained our first client of 30 years, but that we continue to be regularly commended for the staff's commitment to excellent client and customer service by other clients as well.

We pride ourselves on being a "team player" in each municipal service engagement. We train our staff to recognize that citizens of the community, Town staff and other consultants are our customers and, as such, deserve our best efforts to respond, assist, support, and work hand-in-hand. Our team members will also learn and keep up to date on Town policies and procedures as we commence our engagement. Our staff will participate, as requested, in staff meetings and meetings with individuals and companies

who are coming to the Town to procure services. CAA staff will adhere to all Town personnel policies and directives including hours of operation, dress code, and other team building efforts.

CAA expects and demands that the staff we assign to the Town quickly becomes a productive part of the Town's team. We assure you that if we make an assignment and our staff member is not compatible (personality, personal behavior, etc.) with Town staff we will, with your knowledge and approval, substitute another CAA staff member who can integrate seamlessly into your team.

We will not be using any sub-consultants, sub-contractors, suppliers or manufacturers to fulfill the services outlined in this proposal.

Proposed Team

We will provide the Town with a team of highly qualified, licensed, and certified individuals to support your Building Department needs. Our staff is technically qualified, trained, properly licensed and certified to provide all services to meet your workload needs, including building official services, plan reviews, building code compliance and building inspections. The following key individuals have been selected to work with the Town:

- ✓ Michael Theisen, CBO, MCP, Master Electrician
- ✓ Howard "Whit" Smith, Master Electrician
- ✓ Michael Marsh, Building Inspector
- ✓ Brandon Fresquez, Building Inspector
- ✓ Peter Gonzalez, Building Inspector
- ✓ Thomas Marshall, CBO, MCP
- ✓ Steve Ahuna, PE, CBO

CAA's team is structured to allow flexibility in manpower and will match fluctuating workloads and priorities with proper staff. Short-term fluctuations are leveled out through temporary use of other CAA personnel brought in for peak periods. Long-term needs are met through the addition or removal of trained staff, with Town approval, as well as finding more efficient ways to manage and accomplish existing work. CAA currently provides comprehensive Building and Safety Services to several nearby municipalities and will be able to share sufficient available resources with those municipalities to conduct the Town's building inspections and plan reviews.

Michael Theisen, CBO, MCP, Master Electrician

Master Code Professional

Years of Experience

20+

Licenses

Colorado Master Electrician License
#ME.0028484

Professional Memberships

ICC

Certifications

Property Maintenance and Housing Inspector
Plumbing Code Specialist
Building Code Specialist
Mechanical Code Specialist
Electrical Code Specialist
Building Official
Combination Plans Examiner
Electrical Plans Examiner
Commercial Combination Inspector
Electrical Inspector
Commercial Electrical Inspector
Mechanical Inspector
Building Inspector

KEY QUALIFICATIONS

- Licensed Colorado Master Electrician
- Licensed Master Code Professional
- Hands-On Electrical Contracting Experience
- Certified Building Official
- Exceptional Attention to Detail

Plumbing Inspector
Mechanical Plans Examiner
Commercial Mechanical Inspector
Plumbing Plans Examiner
Commercial Plumbing Inspector
Building Plans Examiner
Commercial Building Inspector
Residential Combination Inspector
Residential Plans Examiner
Residential Mechanical Inspector
Residential Electrical Inspector
Residential Plumbing Inspector
Residential Building Inspector

With over 20 years of experience in the electrical field, Mr. Theisen has superior knowledge of the National Electrical Code and use of Code Book and is proficient in all areas of electrical construction, to include residential, commercial, and industrial for both new construction and remodels. As CAA's Chief Electrical Inspector, he is responsible for performing and overseeing electrical inspections in all of CAA's Colorado jurisdictions, including electrical plan review and all areas of commercial and residential construction. Mr. Theisen has obtained several additional International Code Council certifications to include Commercial and Residential Plumbing, Mechanical, and Building Inspector/Plan Reviewer.

Recent Project Experience

Mr. Theisen is the lead electrical inspector for all CAA clients in Colorado. He is also the Lead Building Inspector and Code Enforcement Official for the Town of Keenesburg, Colorado and the Chief Building Inspector for the Town of Lyons.

Howard “Whit” Smith, Master Electrician

Years of Experience

23+

Licenses

Colorado Master Electrician License
ME.0029208

Colorado Electrical Contractor #7001

Certifications

CEU for Inspection Skills/Right of Entry

KEY QUALIFICATIONS

- Licensed Colorado Master Electrician
- Licensed Colorado Electrical Contractor
- Excellent Technical and Analytical Skills
- Strong Electrical Skills & Hands-On Knowledge of Electrical Repairs, Tools, and Equipment

With over 23 years of experience as an electrician in Summit County, CO, Mr. Smith has a thorough knowledge of electricity, electronics and codes. He is experienced in performing daily field inspections of construction work in progress and completing required documentation as specified. In his daily work, he is responsible for inspecting the installation of electrical systems and equipment to detect faulty wiring and ensure they comply with electrical codes and standards. He visits construction sites and residences, performs inspections, and makes recommendations for improvement. Mr. Smith has a strong focus on team building and developing clear communications with coworkers and clients.

Recent Project Experience

As one of CAA’s electrical inspectors, Mr. Smith currently conducts electrical inspections for the Town of Breckenridge. He also serves as the electrical inspector for the Town of Blue River.

Michael Marsh, Building Inspector

Certified Building Inspector

Years of Experience

30+

Education

B.S. Metropolitan State College, Denver CO

Professional Memberships

International Code Council (ICC)

Licenses

City and County of Denver Licensed Building Contractor Class B LIC17142,

Certifications

Residential Building Inspector

Commercial Building Inspector

Building Inspector

Commercial Plumbing Inspector

Commercial Mechanical Inspector

Residential Plumbing Inspector

Plumbing Inspector

Inspection Certification Associates (ICA) Certified Home Inspector

KEY QUALIFICATIONS

- Construction Management Experience
- Custom Home Building & Renovation
- Quality Control Experience
- Project Management Experience
- Multiple Certifications

Mr. Marsh is experienced with all phases of construction management associated with residential and commercial construction projects, allowing him to conduct thorough building inspections for compliance with building code. He interacts well with contractors and homeowners and offers customer service based resolution skills. He has experience in the assessment and identification of design parameters, compliance with industry standards and codes, and implementation of solutions to address deficiencies and safety issues. Mr. Marsh is always available to answer code compliance questions for homeowners and contractors via email and phone.

Kirk Money, Sr. Plans Examiner/Building Inspector

Certified Building Inspector & Plans Examiner

Years of Experience

24+

Certifications

Commercial Building Inspector
Residential Building Inspector
Residential Plumbing Inspector
Plumbing Plans Examiner
Commercial Plumbing Inspector
Building Plans Examiner
Residential Plans Examiner
Building Inspector
Mechanical Plans Examiner
Commercial Mechanical Inspector
Plumbing Inspector
Residential Mechanical Inspector
Mechanical Inspector
Accessibility Inspector/Plans Examiner
Residential Energy Inspector/Plans Examiner
Property Maintenance and Housing Inspector
Code Enforcement Officer Basic & Advance Certification, Association of Code Enforcement Officials
Quality Construction Certification, Home Builders Association

KEY QUALIFICATIONS

- Multiple Certifications
- Hands-On Construction Experience
- Supervisory Experience
- Leadership Skills

Mr. Money serves as Building Inspector for CAA's Colorado clients. He reviews building's structural soundness and safety features, and verifies that building codes, ordinances, contract requirements, and zoning regulations are met for the structure..

Recent Project Experience

Mr. Money is a Building Inspector for the Town of Lochbuie, Colorado. He also serves as Plans Examiner for Wheat Ridge and all other Colorado jurisdictions.

Peter Gonzalez, Licensed Master Electrician

Electrical Inspector

Years of Experience

19+

Licenses

Colorado Licensed Master Electrician
#ME.0601073

Certifications

Residential Building Inspector

KEY QUALIFICATIONS

- Licensed Colorado Master Electrician
- Hands-On Electrical Contracting Experience
- Dependable & Motivated
- Excellent Customer Service Skills

With many years of experience in the electrical field, Mr. Gonzalez meets the State's requirements for electrical inspections and serves as electrical inspector for CAA. He has excellent knowledge of the National Electrical Code and use of Code Book and is proficient in all areas of electrical construction, to include residential, commercial, and industrial for both new construction and remodels. He is responsible for performing and overseeing electrical inspections, including electrical plan review and all areas of commercial and residential construction.

Recent Project Experience

Mr. Gonzalez is one of CAA's electrical inspectors for all CAA clients in Colorado.

Thomas Marshall, CBO, MCP

Certified Plans Examiner/Master Code Professional

Years of Experience

11+

Education

Clayton State University, Art Institute Atlanta

Professional Memberships

ICC, IAPMO

Certifications

Accessibility Inspector/ Plans Examiner

Building Plans Examiner
Certified Building Official
Electrical Code Official
Housing Code Official
Mechanical Code Official
Plumbing Code Official
Combination Inspector
Combination Plans Examiner
Commercial Building Inspector
Commercial Combination Inspector
Commercial Electrical Inspector
Commercial Energy Inspector
Commercial Energy Plans Examiner
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Plans Examiner
Green Building Residential Examiner

KEY QUALIFICATIONS

- Certified Building Official
- Certified Access Specialist
- Municipal Background
- Multiple Certifications
- Hands-on Construction and Building & Safety Experience

Master Code Professional
Mechanical Plans Examiner
Plumbing Plans Examiner
ICC/AACE Property Maintenance and Housing Inspector
Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Inspector/ Plans Examiner
Residential Fire Sprinkler Inspector / Plans Examiner
Residential Mechanical Inspector
Residential Plumbing Inspector
Zoning Inspector
Fire Inspector I
Energy Code Specialist
Post Disaster Assessment SAP

Mr. Marshall brings over 7 years of Municipal experience to this project. He is an experienced Code Official/Building Inspector/Plans Examiner and he is a certified Building Official/Master Code Professional capable of providing all the necessary administrative and technical support. He is active with ICC and is committed to the safeguard of the public and preserving quality of life for communities.

Steve Ahuna, PE, CBO

Registered Civil Engineer/Certified Plans Examiner

Years of Experience

31+

Education

M.S., Applied Economics, Santa Clara University, Santa Clara, CA

B.S., Architectural Engineering, California State University, San Luis Obispo

Professional Memberships

ICC, CALBO, SEAOSC, ASCE

Certifications

Building Official (1036330-CB)

Plans Examiner (1036330-B3)

Plans Examiner UBC (1036330-60)

OES/CALEMA DISASTER SERVICE WORKER

Post Disaster Assessment SAP

KEY QUALIFICATIONS

- Licensed and Certified
- Certified Building Official
- Building Plans Examiner
- PE License CA, CO, NV, FL and AZ
- Municipal Experience
- Structural and Architectural Review
- Extensive Plans Review Experience

Registration

Civil Engineer in Colorado, California, Nevada, Florida, Arizona and Texas

Mr. Ahuna has over 30 years of experience in architectural and structural review of residential and non-residential plans. He has plan review experience working for both private and municipal entities. Prior to working as a plan checker, he worked for a private consulting structural engineering firm as a design engineer for residential and non-residential buildings. He will oversee the plan review staff in the review of plans and calculations for compliance with adopted codes and any adopted amendments.

Recent Project Experience

- 3-Story Senior Complex, Laguna Niguel, CA
- 20 Unit Townhouse Project, Huntington Beach, CA
- Several Industrial/Office Buildings, Huntington Beach, CA
- Preliminary Review of a 300 Unit Condo Project, Huntington Beach, CA
- Nevada Cancer Institute
- Fairfield Apartments
- City of Laguna Niguel Community Center, Laguna Niguel, CA
- Forbes Road Apartments 6 Story Parking Structure, Laguna Niguel, CA
- Retail Stores Building, Calimesa, CA

Work Examples

CAA has over 35 years of experience providing contract services to cities and towns. The case studies below illustrate our ability to respond quickly to any increase in workload, whether caused by a spike in building activity or a natural disaster.

City of Wheat Ridge, Colorado

With growing development activity, the City started looking at alternatives to provide its building department services. In April 2017, CAA was selected to support the City with as-needed inspections to assist with any increase in building activity. Shortly thereafter, the area was hit by Colorado's most destructive hailstorm to date, with hailstones as big as baseballs pelting areas west of the Denver metro area, including Wheat Ridge, and causing a record of \$1.4 billion in damage to vehicles, buildings, and infrastructure.

One of the many advantages of utilizing a private provider for building department services is the ability of those providers to meet any sudden changes in workload with additional staff. Immediately following the storm, inspections at the City skyrocketed from an average of 30 per day to well over 100 per day, but CAA was able to handle this increase smoothly and efficiently by bringing in up to 7 additional staff members during peak times, minimizing wait times and allowing residents to get back to normal as quickly as possible. "CAA was able to identify necessary resources from as far away as California, Nevada and Georgia so that we could meet the volume of work that was created by the storm", said Ken Johnstone, Community Development Director of the City. "By the end of the year we had issued and inspected over 7,000 residential roofs alone – over half of the single family homes in the City. We are all proud to say that we never stopped our longstanding practice of honoring next day inspections and maintained our best practice of completing mid-roof inspections in addition to final inspections".

One year after the storm, this business model has proven highly beneficial to Wheat Ridge, and CAA was hired to run the City's entire building department. Says Ken Johnstone: "We were able to negotiate an attractive pricing strategy whereby CAA retains only a portion of our various building permit and plan review revenues, and that percentage share back goes down as work volume goes up, which was very attractive to the City. We have now officially been using CAA in this full-service model since early March, 2018 and couldn't be more pleased with how CAAs commitment to customer service and professionalism is delivering on the needs of the City, its citizens and our contractor community!"

Town of Lyons, CO

As a small town, Lyons is no stranger to the concept of public private partnerships and has outsourced its building department services for a number of years. CAA has been the provider of choice since 2017 and operates the Town's whole building department, including building plan review, building inspections, software system administration, and building official services.

CAA prides itself in bridging the disconnect that often occurs between municipalities and contracted service providers by providing a consistent presence and availability of highly trained personnel. CAA keeps regular office hours at the Town, conducts inspections the very next day, and is always available by phone and email, thus guaranteeing the public

crucial access to building services right when they are needed. In addition, CAA provides the Town with its own permit issuance and tracking system.

According to Victoria Simonsen, Town Administrator: “Lyons is still in recovery from a nationally-declared disaster in 2013. CAA was able to address our increased needs and is providing excellent services to our community. The staff have been responsive, timely and have great customer service skills! We are very satisfied with the building inspection and plan review services that we are receiving from them.”

SCOPE OF SERVICES

CAA understands the Town is seeking to contract for professional building inspection and plan review services. CAA will provide the requested services to the Town as needed and as dictated by workload, including building, electrical, mechanical, plumbing, and residential code inspections and plan reviews.

CAA is committed to fulfill the Town's scope of services in a comprehensive and thorough manner with staff that is service oriented, courteous, and reliable. The individuals assigned to the Town do not only possess the technical skills required, but also the interpersonal skills that tie technical know-how to practical service. CAA provides ICC certified staff to serve as the Town's Building Official, as well as ICC Certified Building Inspector(s), Plans Examiner(s), and Registered Professionals as dictated by workload. CAA's Building Inspectors are available to conduct all inspection requests no later than the next business day, process and route construction drawings for plan check, calculate permit fees, issue and close out permits, conduct minor plan checks over the counter, and perform related tasks as needed. CAA provides building code related code enforcement and is available to consult with office staff on building department or permit issues and questions as they arise. CAA also provides as-needed resources to cover vacation and sick times as well as overflow plan review and large commercial plan review, when needed.

Our staff will be an integrated team of the Town and will be fully trained on local codes and amendments, be aware of local building activity, and keep an eye out for unpermitted work in the course of their daily activities.

Code Administration Services

CAA's Administrative Services provides qualified, as-needed staff to respond to the client's needs for expert code interpretations and other staff support. Our building official gives inspectors technical support without the expense of a full-time staff. CAA's Building Official is certified and experienced in supervising and administering all Building and Safety functions, including:

- Quality control review of plan checks and inspections
- Building codes updates and adoption
- Enforce building codes and ADA Standards for Accessible Design
- Enforce adopted codes with regard to unsafe structures, existing building, rental property maintenance and energy code compliance
- Lend expertise in the plan review and inspection of historic structures
- Ensure compliance with zoning conditions, certificate of appropriateness, and conditions of approval
- Resolution of resident's inquiries and complaints
- Processing of complex Building Code Issues and dispute resolution
- Building and Safety Procedures Manual development and maintenance
- Ensure preparation of detailed monthly, quarterly, and annual reports of their activities to the

- Town on accountability report forms approved by the Town. The reports will include, but are not limited to, staffing levels provided, staff hours expended, the number of plans reviewed, number of inspections performed, and other statistical information pertinent to the services provided
- Participate in pre-development review and provide comments
 - Attendance of Planning Commission and Council meetings (as-needed)
 - Ensure the maintenance of all necessary equipment to perform the contracted services
 - Ensure proper staffing levels, supervision and training of all subordinate team members in order to maintain the minimum production standards
 - Ensure records maintenance of approved plans and permits as required by law
 - Develop training and educational materials relevant to building safety for dissemination to the elected and appointed officials, contractors and general public
 - Attend court hearings regarding building code violations when requested
 - Attend meetings of other local building officials to discuss proposed code changes, enforcement issues, new code compliant technology and alternatives
 - Review for approval all alternative materials, designs or methods of construction for compliance with the intent and provisions of the code

Building Inspection Services

CAA provides the inspection of structures under construction in the Town for compliance with all local ordinances, state and federal laws that pertain to Building and Safety and for compliance with the adopted Building Code, Residential Code, Plumbing Code, Electrical Code, Mechanical Code, Property Maintenance Code, Town adopted or proposed Sustainability Standards, and Accessibility and Energy Codes in addition to any Building Division Policy Statements as issued by the Chief Building Official.

CAA will provide inspectors as required by workload. An ICC Certified Building Inspector will be available at all times to conduct urgent building inspections, should they arise. Inspections will be performed the following business day, if notification is received by 4pm. Inspectors assigned to the Town will:

- Coordinate all building inspection requests
- Perform periodic construction inspections for compliance on projects under construction as issued by permit from the Town. Each structure will be inspected for compliance with the reviewed plans, and Minimum Standards and Code adopted by the Town
- Perform all inspections according to the adopted building codes and local amendments
- Provide inspection consultations to citizens, applicants, and contractors
- Perform code clearance inspections related to business licenses, as necessary
- Inspect for code compliance for accessibility, grading, building, electrical, mechanical, and plumbing work, etc.
- CAA staff is trained to quickly identify and document any areas of non-compliance, and is able to suggest corrective actions or alternate means where applicable
- Code enforcement violations will be reported to the Town immediately. CAA will submit a written record to the Town as a result of any inspection within 24 hours after inspection period
- Construction and demolition permitting process
- Observe all safety and security procedures, and will report potentially unsafe conditions immediately
- We assure the Town that all inspection turn-around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective.
- CAA will issue stop-work notices for non-conforming building activities as required
- Provide code administration, inspection and enforcement
- Provide complete, clear, concise corrections for the permit holder; corrections will be provided in a legible list and presented in a professional manner. Inspection reports will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable)
- Be available with advance notice to attend meetings with staff, public officials, developers, contractors, and the general public as needed or directed in order to resolve problems and issues quickly and efficiently
- Inspectors will conduct any necessary or required emergency inspections as directed by the Town. Investigations will include field and office research, follow-ups and preparation of documentation
- Maintain certification/registration through ongoing training when necessary
- Communicate technical knowledge in simplified terms to help clients/customers comply with regulations

- Inspection reports will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable). CAA personnel will be available to discuss inspection results with appropriate site personnel, resident and/or owner, as needed
- CAA will provide detailed weekly, monthly, quarterly, and annual reports of our activities to the Town. The reports will include, but are not limited to, fees collected, staffing levels provided, staff hours expended, the number of inspections made, and other financial, operational, and statistical information pertinent to the services provided
- Provide additional services as needed and as requested by the Town

Plan Review Services

CAA provides the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted Building Code, Residential Code, Plumbing Code, Electrical Code, and Mechanical Code, Building Standards Code, Accessibility and Energy Standards, and the Municipal Code. Plan review will be performed in-house at Town Hall and off-site when the need arises due to workload variations and in order to meet our committed timelines.

Our approach to plan review ensures that plans submitted to CAA for review are properly tracked and processed. Our system ensures that each plan or permit is assigned, returned, and handled on time and within budget. The status of any plan can easily be determined at any point in time.

Our registered professionals and certified plan examiners review all plans and calculations, thus assuring that the technical components and all code items are thoroughly reviewed. Most of our plans examiners are cross-trained and also certified as inspectors, providing a very efficient use of personnel and expediting the process for the applicant. We provide timely turnaround of plan reviews and re-reviews based on guaranteed turn-around times. Our staff also handles any coordination required as part of the review.

A certified plan reviewer will conduct a reasonable and lawful plan review of submitted construction documents for compliance with the following items:

Administrative Requirements

Construction Documents shall be reviewed for their accuracy, completeness, proper supporting documentation, required signatures and seals.

Building Planning Requirements

Submitted plans shall be reviewed for use and occupancy classifications based upon potential fire hazard, height and area limitations, type of construction classification, fire resistance rating of building elements and their respective requirements, special use and occupancy.

Occupant Needs Requirements

CAA certified plans examiners will review submitted construction documents for compliance with means of egress; accessibility (when contracted or in conjunction with local Fire Marshals); the interior environment requirements for room sizes, ceiling height, light and ventilation.

Architectural

CAA staff is certified and experienced in all phases of architectural review, including construction types, occupancies, separations, heights, areas, egress means, and fire/life safety. CAA staff will bring many years of experience to the Town's review and inspection process with respect to size, shape, and use of buildings with varying complexities. Many of CAA's staff are active in architectural code promulgation at the state and national level and several sit on International Code Council (ICC) committees.

Structural System and Material Requirements

CAA's plan review structural engineers have reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. Structural drawings are reviewed by a licensed engineer in order to verify code compliance for all gravity loads, lateral loads and special loading conditions. Calculations are reviewed for completeness; materials indicated on the plans are identified and reviewed for conformance.

Mechanical, Plumbing, and Electrical System Requirements

These systems are reviewed for code compliance with respect to their construction, installation, inspection, operation and maintenance as well as any potentially adverse interactions.

Energy

CAA staff members are certified and familiar with the Energy Efficiency Standards for Residential and Non-Residential Buildings. Extensive annual training ensures that each staff member is aware of the specifics of their respective state programs. Plans and supporting documentation is reviewed for completeness, accuracy and minimum code compliance.

Accessibility

CAA staff attends ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on Accessibility Compliance Committees. Engineers, plans examiners, and certified personnel are fully trained and familiar with ADA and The Georgia Accessibility Code. CAA, when requested will offer plan review support to local Fire Marshals and their respective municipalities in compliance enforcement.

LEED

CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC) and Leadership in Energy & Environmental Design (LEED) certification standards. CAA has staff certified through the LEED process that are available to review Town development projects that are required to have LEED Certification(s).

Green Building Code Review

CAA will provide staff that is certified as Green Building professionals when required. As with LEED certification, CAA seeks to enhance and improve Town development projects through cooperation and collaboration with stakeholders.

CAA has taken extensive steps to implement and use more efficient or “green” service options to its clients. CAA can provide various communication options, including electronic plan review, video

conferencing and virtual permit specialist to our clients and applicants to reduce environmental impacts such as paper use, travel and commute impacts – all intended to reduce CAA’s and the Town’s carbon footprint.

Plan Review Timeframes

All initial reviews will be returned within 5 business days for single family residential, small commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan reviews in less than half the time.

Single Family Dwelling	5 days
Re-Review	5 days
Tenant Improvements	5 days
New Commercial/Industrial (< than 10 million valuation)	7 days
New Commercial/Industrial (> than 10 million valuation)	15 days
Revisions to Approved Plans	1-5 days

Emergency Response

In the event of a local or regional disaster, all on-site CAA assigned staff will be accessible, available and prepared to respond to emergency calls regarding building related issues. We create rotational schedules to service emergencies as they occur, with a calling order to ensure no issues are left unaddressed. CAA provides and ensures disaster service kits are maintained to respond to disasters. CAA employees are required to be Disaster Service Worker certified in within 6 months of hire date. In addition, CAA will provide additional Building and/or Engineering Staff for emergency situations.

“Even before Hurricane Michael, CAA has proven to be an invaluable resource to the City of Albany”, says Assistant City Manager Phil Roberson. “But their unwavering professionalism, hard work, and dedication to our residents during this emergency has been truly exceptional”

For example, after hurricane Michael, the first category 3 hurricane to make a direct hit on the state of Georgia in more than a century and leaving widespread destruction in its wake in October 2018, CAA provided emergency Engineering and Building and Safety staff to the City of Albany. During this emergency, CAA’s most urgent effort was geared towards conducting timely no power inspections, followed by building repair and roofing inspections.

To further improve the expediency of the process, CAA doubled the number of staff assigned to the City temporarily, and the City’s Planning and Development Department extended its hours to provide permits and inspections over the weekend from 8:00 a.m. to 5:00 p.m. for a period of time. And despite the overwhelming influx of requests, inspections requested before 4:00 p.m. were still made the same day.

CLIENT REFERENCES

The following list shows CAA's local projects with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We invite you to contact any of these clients to obtain their opinion of the services we provide for them.

REFERENCES	SERVICES	SINCE
Town of Breckenridge Mark Truckey, Community Development Director (970) 542-3960 150 Ski Hill Road Breckenridge, CO 80424	Building & Safety	2020
City of Central City Ray W. Rears, Community Development Director (303) 582-5251 x 207 141 Nevada Street, Central City, CO 80427	Building & Safety	2020
City of Commerce City Russel Wonders, Assistant Building Official (303) 289-3796 7887 East 60th Avenue Commerce City, CO 80022	Plan Review	2020
City of Fort Morgan Steve Glammeyer, Director of Public Works (970) 542-3960 110 Main Street, Fort Morgan, CO 80701	Building & Safety	2020
Town of Keenesburg Debra Chumley, Town Manager (303) 732-4281 140 S. Main Street Keenesburg, CO 80643	Building & Safety Code Enforcement	2019
Town of Bennett Deb Merkle, Community Development Manager (303) 644-3249 401 S First Street, Bennett, CO 80102	Building & Safety Electrical Inspection	2017 2018
City of Wheat Ridge Kenneth Johnstone, Community Development Director (303) 235-2844 7500 W. 29 th Ave., Wheat Ridge, CO 80033	Building & Safety	2016
Town of Lyons Victoria Simonsen, Town Administrator (303) 823-6622 432 5th Avenue, Lyons, CO 80540	Building & Safety	2016

COST PROPOSAL

CAA provides all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. All of our services as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in our fees.

CAA will provide as needed code administration, inspection, and plan review services to the Town for the following share of total fees calculated for the assigned project.

Fees Collected Per Project	CAA's % of Fees
All building permit and plan review fees calculated for the project	65%

DRAFT AGREEMENT

Please find a draft agreement included on the following pages.

AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of April, 2021, by and between the TOWN OF BLUE RIVER, hereinafter referred to as "Town", with principal offices at 0110 Whispering Pines Circle, Blue River, CO 80424, and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as "Consultant", with corporate offices located at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 390 Interlocken Crescent, 3rd Floor, Broomfield, CO 80021.

WHEREAS, The Town proposes to utilize the services of Consultant for Building Department Services.

WHEREAS, the Consultant has represented to the Town that the Consultant has the requisite qualifications and experience, and has the requisite facilities to properly perform the proposed services in a thorough, competent, professional, and workmanlike manner.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

- A. Consultant will perform residential and commercial building inspections, including electrical inspections, plan reviews, and building official services as needed.
- B. Consultant will perform services based on directives issued by the Town. Consultant will not undertake any work, which will result in costs, expenses, or fees without written permission from the Town. Consultant will not further subcontract or assign said work to any other individual or company without consent of the Town.
- C. The Town may require Consultant to provide additional services beyond the items described above. For such services, the rates and quantities will be negotiated between the Town and Consultant. If approved by the Town, a written work order will be provided.
- D. Consultant and its employees acknowledge that they are independent contractors and not employees of the Town.

COMPENSATION

- A. The Town shall compensate the Consultant for services rendered as outlined in Exhibit A. The compensation provided for in this Section shall be inclusive of all costs of whatsoever nature associated with the Scope of Services. Compensation shall only be changed by a properly authorized amendment to this Agreement.
- B. Consultant will provide monthly invoices, which will itemize all work performed and related charges for that work. The Town will pay each such invoice within 30 days of receipt of each invoice. Consultant will provide an unconditional release for any and all amounts due upon receiving payment from the Town. The Town will contact Consultant not later than 5 days of receipt of any invoice which is in dispute.

- C. If the Town requests additional services outside of the scope of this agreement, the rates for these additional services can be negotiated.
- D. The parties agree that all payments for plan reviews and inspections shall be made directly to the Town and that it shall be the responsibility of the Town to pay the Consultant in accordance with this Agreement. The Consultant is not authorized to seek payment of any fees directly from Permit Holders.
- E. No other expenses or allowances, including reimbursement of Consultant's expenses and mileage, are anticipated nor allowed.

TERM

- A. The initial term of this Agreement shall be for a period of one (1) year commencing on May 1, 2021 and terminating at midnight on April 30, 2022.
- B. After the initial term, the Agreement shall automatically renew each year absent either parties' written notice of its decision to terminate this agreement as outlined below.
- C. This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- D. In addition to the foregoing, this Agreement may be terminated by either party for convenience and without cause by giving the other party written notice at least thirty (30) days in advance of the termination date. In the event of such termination, the Consultant will be paid for services rendered to the date of termination in accordance with the fee schedule provided in Exhibit A. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- E. Consultant will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Consultant is engaged. Services provided pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.

INSURANCE

- A. Consultant will not begin work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Consultant allow any additional Sub-Consultant to commence work for any part of this agreement until all insurance required of this Agreement (as outlined below) has been obtained.
- B. Throughout the term of this Agreement, at Consultant's sole cost and expense, Consultant will keep, or cause to be kept, in full force and effect, for the mutual benefit of the Town and Consultant the following insurance policies:

- General Liability Insurance – Providing protection of \$1,000,000 per occurrence / \$2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Consultant's activities.
- Professional Liability Insurance – Providing protection for at least \$2,000,000 per occurrence/annual aggregate against claims and liabilities of the Consultant.
- Automobile Liability Insurance – Providing protection for at least \$1,000,000 combined single limit.
- Worker's Compensation Insurance – In accordance with the provisions of the laws of the State of Colorado.

All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Colorado. General and Auto Liability policies will name the Town, its officers, agents and employees as additional insured.

INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the Town, its officers, directors, employees, and agents from and against all Claims, to the extent arising out of Consultant's gross negligence or willful misconduct in the performance of its obligations under this Agreement. The Town shall defend, indemnify and hold harmless the Consultant, its officers, directors, employees and agents from and against all Claims, to the extent arising out of the Town's gross negligence or willful misconduct under this agreement.

NONDISCRIMINATION BY CONSULTANT

Consultant represents and agrees that Consultant does not and will not discriminate against any sub-consultant, employee, or applicant for employment because of race, religion, color, gender, handicap, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

OWNERSHIP OF DOCUMENTS

Consultant agrees that all original documents, plans, reports, and other materials developed during the course of providing the services specified in the Agreement will be the property of the Town and will be provided by the Consultant to the Town upon their completion.

CONSULTANT'S RECORDS

Consultant will keep records and invoices in connection with its work to be performed under this Agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Consultant will allow a representative of the Town during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five years from the date of final payment under this Agreement.

ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto, and contains all of the covenants and agreements between the parties with respect to rendering of services described herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

GOVERNING LAW AND VENUE

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.
- B. Summit County will be the venue for any legal proceedings, including mediation, arbitration, or court actions that are initiated regarding this Agreement.

BREACH OF AGREEMENT

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it will have ten days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Town will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the Town to object to any default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

SON-SOLICITATION

During and for a period of six (6) months following termination of this Agreement, the Town shall not directly or indirectly solicit for hire or engage any personnel (whether as employee, consultant or in any other capacity) of CAA with responsibilities related to this Agreement without CAA's prior written consent.

SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Town of Blue River

Charles Abbott Associates, Inc.
27201 Puerta Real, Suite 200
Mission Viejo, CA 92691

Michelle Eddy
Print Name

Rusty R. Reed
Print Name

Michelle Eddy
Signature

Rusty R. Reed
Signature

Town Manager
Title

CEO/President
Title

Attachment A:

COST PROPOSAL

CAA provides all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. All of our services as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in our fees.

CAA will provide as needed code administration, inspection, and plan review services to the Town for the following share of total fees calculated for the assigned project.

Fees Collected Per Project	CAA's % of Fees
All building permit and plan review fees calculated for the project	65%

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement (“Amendment”) is made and entered into this 1st day of November, 2022, by and between the TOWN OF BLUE RIVER, hereinafter referred to as “Town”, with principal offices at 0110 Whispering Pines Circle, Blue River, CO 80424, and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as “Consultant”, with corporate offices located at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 4704 Harlan Street, Suite 512, Lakeside, CO 80212.

A. WHEREAS, the Parties entered into a Professional Services Agreement dated April 30th, 2021 (the “Agreement”), by which Consultant agrees to provide Building Department Services to the Town; and

B. WHEREAS, the Parties wish to amend the fee structure stated in the original agreement.

NOW THEREFORE, in consideration of the promises and obligations set forth below, the Parties agree to amend the Professional Services Agreement as follows:

1. The Parties agree to the following fee schedule, attached hereto and incorporated herein by this reference (Attachment A), to provide Building Department Services to the City.
2. Except as amended herein, the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hands to this Amendment on the day and year above first written.

Town of Blue River
0110 Whispering Pines Circle
Blue River, CO 80424

Charles Abbott Associates, Inc.
27201 Puerta Real, Suite 200
Mission Viejo, CA 92691

Michelle Eddy

Print Name

Rusty R. Reed

Print Name

Michelle Eddy

Signature

Signature

Town Manager

Title

CEO/President

Title

Attachment A:

COST PROPOSAL

CAA provides all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. All of our services as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in our fees.

CAA will provide as needed code administration, inspection, and plan review services to the Town for the following share of total fees calculated for the assigned project.

Fees Collected Per Project	CAA's % of Fees
All building permit and plan review fees calculated for the project	75%