



# MONUMENT TOWN COUNCIL REGULAR MEETING AGENDA

MONDAY, MARCH 2, 2026 – 6:30 PM

Monument Town Hall - Council Chambers  
645 Beacon Lite Road - Monument, CO 80132

[Participate Via Microsoft Teams](#)

Participate Via Telephone: 719-300-6099 ID: 566 123 787#

## 1. Call to Order, Pledge of Allegiance, Roll Call

## 2. Disclosures of Conflicts of Interest

- a. Disclosures of Potential Conflicts of Interest
- b. Vote on Excluding Council Members With Potential Conflicts of Interest From Consideration, Discussion and Voting on Identified Matters

## 3. Approval of the Consent Agenda

- a. Agenda - March 2, 2026
- b. Meeting Minutes - February 17, 2026
- c. Special Meeting Minutes - February 18, 2026
- d. Invoices Over \$25K

## 4. Presentations

- a. Tri-Lakes Chamber of Commerce - *(Terri Hayes)*
- b. Rename the Road: Crossfield Road Renaming Contest - *(Jenna Gorney)*
- c. Draft Legislation on Monument Representation - *(Commissioner Wysong)*

## 5. Ordinances *Public Hearing(s) Required*

- a. Ordinance No. 03-2026 - A Ordinance Prohibiting the Installation of Graywater Treatment Works and the Associated Use of Graywater Within the Town of Monuments Water Service Area in Accordance With the Requirements of House Bill 24-1362 - *(Thomas Tharnish)*

## 6. Resolutions

- a. Resolution No. 14-2026 - A Resolution Approving a Master Services Agreement With Respec Company LLC to Provide Construction Services for the Beacon Lite Road Pipeline Project and the Monument Hill Water Tank Project - *(Thomas Tharnish)*

**7. Public Comments For Items Not on the Agenda***Individuals attending in person may raise their hand to indicate their desire to comment. Individuals attending via Teams may "raise their hand" digitally to comment via connected devices. Please lower your hand when finished with your comments. Comments are limited to 3 minutes.*

## 8. Future Agenda Item Authorization

## **9. Council Comments**

## **10. Executive Sessions**

- a. Executive Session Pursuant to §24-6-402(4)(e), C.R.S., to Determine Positions Relative to Matters That May Be Subject to Negotiation, Developing Strategy for Negotiations, and Instructing Negotiators, Regarding a Proposed Economic Development Agreement - (*Town Attorney*)
- b. Executive Session Pursuant to Section § 24-6-402(4)(b) C.R.S. for a Conference With the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions Relating to El Paso County PCD File No. EXBL261 - Administrative Boundary Line Adjustment and PCD File No. CDR261 Grading/Stockpile Permit Application - (*Town Attorney*)

## **11. Adjournment**

**MONUMENT TOWN COUNCIL  
MEETING MINUTES**

Tuesday, February 17, 2026 - 6:30 PM

Monument Town Hall - 645 Beacon Lite Rd., Monument CO 80132

Hybrid Meeting - Remote Participation Via Teams

**1. Call to Order, Pledge of Allegiance, Roll Call**

Mayor Mitch LaKind called the regular meeting of the Monument Town Council and led those assembled in the Pledge of Allegiance. Proper notice of the meeting was posted for more than 24 hours in the designated posting locations. The following Councilmembers and staff were present for the meeting:

| TOWN COUNCIL   | TOWN STAFF   |
|--|--|
| <b>PRESENT:</b><br>Mayor Mitch LaKind<br>Mayor Pro Tem Steve King<br>Councilmember Sana Abbott<br>Councilmember Marco Fiorito<br>Councilmember Kenneth Kimple<br>Councilmember Laura Kronick<br>Councilmember Chad Smith | Madeline VanDenHoek, Town Manager<br>Patrick Regan, Police Chief<br>Tina Erickson, Town Clerk<br>Bob Cole, Town Attorney<br>Will Williams, Director of IT<br>Thomas Tharnish, Director of Public Works<br>Jennifer Phillips, Director of Finance<br>Laura Hogan, Director of Administration<br>Dan Ungerleider, Director of Planning |
| <b>ATTENDED REMOTELY:</b>  |  |
| <b>ABSENT WITH PRIOR NOTICE:</b>   |  |
| <b>ABSENT WITHOUT PRIOR NOTICE:</b>  |  |

**2. Disclosures of Conflicts of Interest**

- a. Disclosures of Potential Conflicts of Interest
  - b. Vote on Excluding Council Members With Potential Conflicts of Interest From Consideration, Discussion and Voting on Identified Matters
- No disclosures with potential conflicts of interest were submitted.

**3. Approval of the Consent Agenda**

- a. Agenda - February 17, 2026
- b. Meeting Minutes - February 2, 2026
- c. Invoices Over \$25K

Councilmember Marco Fiorito made a motion to approve the consent agenda as presented, the motion was seconded by Councilmember Chad Smith. Roll call vote was taken and the motion passed 7 to 0.

#### **4. Presentations**

a. 2021 International Fire Code and Colorado Wildfire Resiliency Code  
Ungerleider introduced Division Chief Jonathan Bradley with Monument Fire Department. Bradley presented the 2021 international fire code and Colorado wildlife resilience code as included in the council packet. Bradley provided highlights to the 2021 international fire code local amendments. The Colorado wildfire resiliency has a deadline of April 1, 2026 for adoption and becomes effective July 1, 2026.

b. Impact Fee Report  
Phillips introduced Brian Duffany with Economic & Planning Systems, Inc (EPS) presented the impact fee report as included in the council packet.

#### **5. Ordinances *Public Hearing(s) Required***

a. Ordinance No. 02-2026 - An Ordinance Amending Title 13 of the Monument Municipal Code to Prohibit the Provision of Town Water Service to Properties Located North of the Palmer Divide

Mayor Pro Tem Steve King presented ordinance 02-2026 as included in the council packet. Mayor Mitch LaKind opened the public hearing, no comments were received. Mayor Mitch LaKind closed the public hearing. Councilmember Laura Kronick made a motion to approve ordinance no. 02-2026 and the motion was seconded by Councilmember Sana Abbott. Roll call vote was taken and the motion passed 7 to 0.

#### **6. Resolutions**

a. Resolution No. 09-2026 - A Resolution Authorizing Submission of a Federal Build Grant Application to Fund the Town's Jackson Creek Parkway Widening Project

Phillips and Ungerleider presented resolution 09-2026 as included in the council packet. Councilmember Marco Fiorito made a motion to approve resolution no. 09-2026 and approved a 30% local match for the Jackson Creek Parkway grant from the general fund reserve and the motion was seconded by Councilmember Laura Kronick. Roll call vote was taken and the motion passed 7 to 0.

b. Resolution No. 13-2026 - A Resolution Authorizing the Submission of a Grant Application to the Department of Local Affairs for the Energy/Mineral Impact Assistance Fund for the Development of a Master Transportation Plan

Phillips and Ungerleider presented resolution no. 13-2026 as included in the council packet. The council agreed to the local match of \$250k match to DOLA for the development of a master transportation plan. Councilmember Marco Fiorito made a motion to approve resolution no. 13-2026 and the motion was seconded by Councilmember Laura Kronick. Roll call vote was taken and the motion passed 7 to 0.

c. Resolution No. 11-2026 - A Resolution Approving a Fee In-Lieu of Water

## Rights

Tharnish presented resolution no. 11-2026 as included in the council packet. Mayor Pro Tem Steve King made a motion to approve resolution no. 11-2026 and the motion was seconded by Mayor Mitch LaKind. Roll call vote was taken and the motion passed 7 to 0.

d. Resolution No. 12-2026 - A Resolution Approving a Policy for Evaluation and Acceptance of Groundwater Associated with Development

Tharnish presented resolution no. 12-2026 as included in the council packet. Councilmember Sana Abbott made a motion to approve resolution no. 12-2026 and the motion was seconded by Councilmember Chad Smith. Roll call vote was taken and the motion passed 7 to 0.

e. Resolution No. 10-2026 - A Resolution Approving a Lease Agreement with the Tri-Lakes Chamber of Commerce for Property Located at 166 Second Street  
VanDenHoek presented resolution no. 10-2026 as included in the council packet. Councilmember Marco Fiorito made a motion to approve resolution no. 10-2026 and the motion was seconded by Councilmember Laura Kronick. Roll call vote was taken and the motion passed 5 to 2.

-Councilmembers Kenneth Kimple and Chad Smith opposed the motion.

## **7. Public Comments For Items Not on the Agenda**

-No public comments were received.

## **8. Future Agenda Item Authorization**

-VanDenHoek verified attendance for the special meeting for the Loop Water Authority Board of Directors on Wed. Feb 18 2026 to ensure a quorum.

-Council retreat attendance: Mayor Mitch LaKind, Mayor Pro Tem Steve King, Councilmember Laura Kronick, Councilmember Chad Smith, Councilmember Marco Fiorito will attend on Friday and Councilmember Sana Abbott would confirm. Councilmember Kenneth Kimple will not be attending.

## **9. Reports**

a. Town Manager's Monthly Report

VanDenHoek gave appreciation to staff for the hard work conducted and the efforts put into the report and thanked Laura Hogan for assembling the information and making the report pretty.

## **10. Council Comments**

-Councilmember Laura Kronick CSLACK gave appreciation to Laura Hogan's presentation as well as the Town Manager's report.

-Councilmember Kenneth Kimple questioned if all town fees are being looked at.

## 11. Executive Sessions

a. Executive Session Pursuant to 24-6-402(4)(b), C.R.S. for a Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions Regarding Pending Legal Projects

Councilmember Marco Fiorito moved to enter into executive session pursuant to 24-6-402(4)(b), C.R.S. for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions regarding pending legal projects. Councilmember Laura Kronick seconded the motion. Roll call vote was taken and the motion passed 7 to 0.

b. Executive Session Pursuant to Section 24-6-402(4)(b), C.R.S. for the Purpose of a Conference With the Town's Legal Counsel Regarding Specific Legal Questions Pertaining to Buc-ee's Land Use Application With El Paso County

Councilmember Marco Fiorito moved to enter into executive session pursuant to 24-6-402(4)(b), C.R.S. for the purpose of a conference with the Town's legal counsel regarding specific legal questions pertaining to Buc-ee's land use application with El Paso County and returning to the regular meeting following the executive session. Councilmember Laura Kronick seconded the motion. Roll call vote was taken and the motion passed 7 to 0.

The Council entered executive session at 09:10 pm.

The Council concluded executive session at 11:20 pm.

The Council resumed the regular meeting at 11:25 pm.

Mayor Pro Tem Steve King clarified there isn't a land use application with El Paso County regarding Buc-ee's, but the property in Palmer Lake is going through an administrative lot line adjustment.

The council directed the town to draft comments opposing the administrative action for the lot line adjustment and the Planning Director Ungerleider will submit comments to the EDARP site.

## 12. Adjournment

The council moved to adjourn the meeting, the motion was passed unanimously, the meeting was adjourned at 11:29 pm.

Respectfully Submitted,

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Tina Erickson, Town Clerk

**MONUMENT TOWN COUNCIL  
SPECIAL MEETING MINUTES**

Wednesday, February 18, 2026 - 11:30 AM

JOINT SPECIAL MEETING WITH THE LOOP WATER AUTHORITY BOARD OF DIRECTORS

Woodmoor Improvement Association Community Center

1691 Woodmoor Drive - Monument, CO 80132

| Town Council  | Town Staff   |
|---|--|
| <p><i>PRESENT:</i><br/>Mayor Mitch LaKind<br/>Mayor Pro Tem Steve King<br/>Councilmember Marco Fiorito<br/>Councilmember Chad Smith</p> | <p>Madeline VanDenHoek, Town Manager<br/>Thomas Tharnish, Public Works Director<br/>Bob Cole, Town Attorney<br/>Laura Hogan, Deputy Town Clerk</p> |
| <p><i>ATTENDED REMOTELY:</i> Councilmember Kenneth Kimple</p>   |  |
| <p><i>ABSENT WITH PRIOR NOTICE:</i> Councilmember Sana Abbott</p>   |  |
| <p><i>ABSENT WITHOUT PRIOR NOTICE:</i></p>  |  |

1. Members of the Monument Town Council Participated in a Special Meeting of The Loop Water Authority. The Loop Water Authority Special Meeting Agenda Included: Call to Order, Disclosure of Potential Conflicts of Interest, Approval of Agenda, Public Comment (limited to 3 minutes per person), Consider for Approval the Minutes of the January 15th, 2026 Regular Meeting, Financial Matters, Claims, Financial Report, Preliminary Engineering Designs (Presentation and Q&A), Advanced Water Treatment – Burns & McDonnell, Pump Stations & Pipelines – Burns & McDonnell, Reservoir Expansion – CDM Smith, and 15 Minute Break.
2. Executive Session.
  - a. Mayor Mitch LaKind moved to enter Executive Session pursuant to C.R.S. § 24-6-402(4): (1) Subsection (a) for the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; and (2) Subsection (e) to determine positions relative to matters that may be subject to negotiations, develop strategy for negotiations, and instructing negotiators; and (3) Subsection (b) for a conference with legal counsel for the purpose of receiving legal advice on specific legal questions, all related to the Loop Project System financing and operations, public-private partnerships, Member and Authority agreements, and potential agreements with Cherokee Metropolitan District related to the Sundance Pipeline acquisition. Councilmember Laura Kronick seconded the motion. Voice vote was taken and the motion passed unanimously.
  - b. Members of the participating entities entered executive session at 2:00 pm.
  - c. Executive session concluded at 3:32 pm and open session resumed.
3. Members of the Monument Town Council continued to participate in the Special Meeting of The Loop Water Authority. The remaining Loop Water Authority Special Meeting agenda items included: Update on Search for Executive Director, Attorney’s Items, Other Business, and Continuation/Adjournment.



## Statement of Account

**Collins Cole Winn & Ulmer, PLLC**  
**165 S. Union Blvd, Suite 785**  
**Lakewood, CO 80228**

Town of Monument  
 645 Beacon Lite Road  
 Monument, Colorado 80132

Date: 02/11/2026

Matter: Town of Monument-General-20028-0001

Responsible Attorney Robert Cole

| Date           | Activity             | Due Date   | Invoice Amount     | Payments      | Credit        | Balance            |
|----------------|----------------------|------------|--------------------|---------------|---------------|--------------------|
| Invoice #8640  | Balance: \$17,398.75 |            |                    |               |               |                    |
| 02/11/2026     | Invoice #8640        | 03/13/2026 | \$17,398.75        |               |               | \$17,398.75        |
| <b>Totals:</b> |                      |            | <b>\$17,398.75</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$17,398.75</b> |

Fortis - COLTAF: \$300.00

Matter: Town of Monument-Water-20028-0002

Responsible Attorney Robert Cole

| Date           | Activity             | Due Date   | Invoice Amount     | Payments      | Credit        | Balance            |
|----------------|----------------------|------------|--------------------|---------------|---------------|--------------------|
| Invoice #8640  | Balance: \$12,167.50 |            |                    |               |               |                    |
| 02/11/2026     | Invoice #8640        | 03/13/2026 | \$12,167.50        |               |               | \$12,167.50        |
| <b>Totals:</b> |                      |            | <b>\$12,167.50</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$12,167.50</b> |

Matter: Town of Monument-Planning-20028-0008

Responsible Attorney Robert Cole

| Date           | Activity            | Due Date   | Invoice Amount    | Payments      | Credit        | Balance           |
|----------------|---------------------|------------|-------------------|---------------|---------------|-------------------|
| Invoice #8640  | Balance: \$2,331.00 |            |                   |               |               |                   |
| 02/11/2026     | Invoice #8640       | 03/13/2026 | \$2,331.00        |               |               | \$2,331.00        |
| <b>Totals:</b> |                     |            | <b>\$2,331.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$2,331.00</b> |

**Totals for all Client Matters: \$31,897.25      \$0.00      \$0.00      \$31,897.25**





## MEMORANDUM

TO: The Honorable Mayor and Town Council  
FROM: Jenna Gorney, Senior Planner  
Portia Hermann, Executive Assistant to the Town Manager/Communication  
and Events Specialist  
DATE: March 2, 2026  
SUBJECT: Rename the Road: Crossfield Road Renaming Contest

### **HISTORY AND OVERVIEW.**

The Planning Department is initiating a community-driven campaign to rename Crossfield Road (also known as Old Denver Road).

The Crossfield Road renaming discussion originated during the review of a development application for the Conexus property.

The discussion regarding the roadway name began during review of the development application for the Conexus property. As part of that development, the Conexus team completed a realignment of Old Denver Road. This realignment left the road segment between Santa Fe Avenue and Wagon Gap Trail in need of a new name.

Although the name “Crossfield Road” was assigned initially, Town Council has expressed a desire to formally rename that portion of the roadway.

In response to Council’s direction, staff has developed a structured and community-focused process for selecting a new name. Rather than selecting a name internally, staff is proposing a public engagement campaign that invites residents to submit their own name suggestions. This approach is intended to encourage broad participation and identify a name that reflects Monument’s identity, history, and character.

Members of the community that would like to participate can visit the Town Website to submit up to three suggestions.

### **TIMELINE.**

The campaign will follow a seven-week schedule, with a planned launch date of March 9, 2026.

During the first three weeks, the Town will solicit name submissions through an online form or in-person drop-off at Town Hall, supported by a coordinated outreach effort including social media, email communications, and website updates.



In Week 4, Town staff will review all submissions for eligibility, including compliance with EPC911 street naming criteria and consistency with Town and County standards.

In Week 5, staff will evaluate eligible submissions and identify the top three names based on established criteria, including relevance to Monument's history, culture, and natural environment.

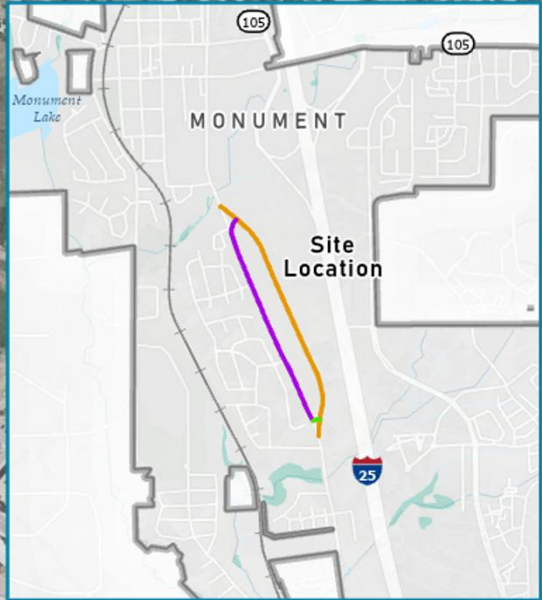
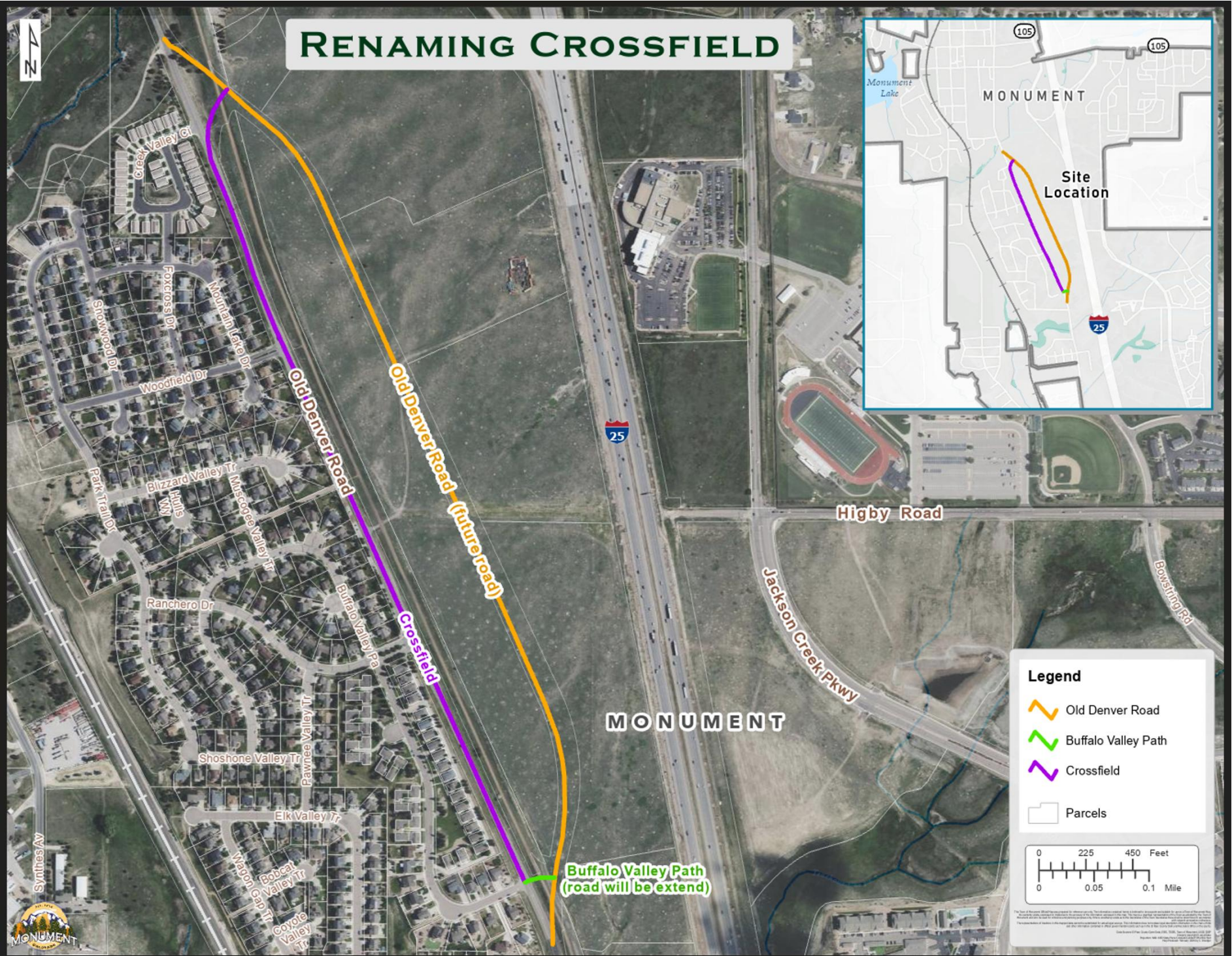
In Week 7, Town Council will make the final selection by vote at a public meeting scheduled for April 20, 2026.

The individual whose submission is selected will be formally recognized at a ceremony in Council Chambers, tentatively scheduled for May 22, 2026, at 10:00 a.m.

#### **Timeline Quick View**

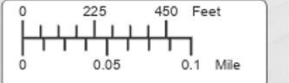
- Week 1 - 3 Contest Launch March 9<sup>th</sup>, 2026
- Week 4 - 6 Contest Close March 30<sup>th</sup>, 2026 followed by staff review and evaluation
- Week 5 Staff Review and Evaluation
- Week 7 Vote April 20<sup>th</sup>, 2026 – Town Council vote at regular meeting at 6:30pm
- Ceremony Tentative: May 22, 2026, 10:00am

# RENAMING CROSSFIELD



### Legend

- Old Denver Road
- Buffalo Valley Path
- Crossfield
- Parcels



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# RENAME THE ROAD!



We invite you to participate in shaping a lasting part of Monument's future by submitting your ideas for a new road name! The renaming reflects our community's identity and improves clarity for navigation and emergency services.

**When:** March 9th–March 30<sup>th</sup> at 8AM, 2026

**For more information and to submit:**

visit us at our website:

[www.townofmonument.org/691/Road-Renaming-Project](http://www.townofmonument.org/691/Road-Renaming-Project)

or at Town Hall: 645 Beacon Lite Rd



## MEMORANDUM

TO: The Honorable Mayor and Town Council  
FROM: Thomas A. Tharnish, Director of Public Works  
DATE: March 2, 2026  
RE: Ordinance 03-2026 prohibiting the installation of graywater treatment works and the associated use of graywater within the Town of Monument's Water Service Area

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**BACKGROUND:** The Town of Monument Water Department staff has evaluated House Bill (HB) 24-1362 which enables the installation of graywater treatment works and the use of graywater in new construction projects unless a board of county commissioners or governing body of a municipality adopts a resolution or ordinance to the contrary. If the governing body does not prohibit the installation of graywater treatment works and the associated use of graywater, that governing body is responsible for adopting building codes that prevent graywater from entering a potable water system including backflow prevention cross-connection control devices. If permitted, the primary burden is placed on the local government's building department to oversee the permitting, compliance and coordination with the local drinking water provider. The effective date of the Act is January 1, 2026.

**DISCUSSION:** At a recent advisory board meeting, Pikes Peak Regional Building Department stated that they are not set up to permit graywater works and the Monument Sanitation District has also expressed an opposition to the use of graywater within the MSD service area. Furthermore, without having detailed information about how a graywater system would function, Town of Monument Water Department staff also have concerns about the use of graywater. We have had our water attorney weigh in on the issue and he is also recommending prohibiting the use of graywater based upon the potential reduction of the Town's creditable lawn irrigation return flows and reducing the return flows to the wastewater treatment plants where our return flows are processed.

**PROS/CON'S:** Pro's - By moving forward with this ordinance to prohibit the installation of graywater treatment works and the associated use of graywater, it will keep the Town from losing valuable return flows due to a reduction of flows into the wastewater treatment facility. Con's - By not approving this ordinance, we will need to develop some safety protocols and build a system to track the required backflow protections needed to prevent cross-connections with our drinking water system. We would also have to evaluate what the loss of some return flows would do to the future reuse choices that we need to make.

**FISCAL IMPACT:** The total cost of having to implement additional backflow protections such as having homeowners install more robust backflow devices are unknown at this time.

**STAFF RECOMMENDATION:** Recommend passage of Ordinance 03-2026, prohibiting the installation of graywater treatment works and the associated use of graywater within the Town of Monument's Water Service Area.

**TOWN OF MONUMENT**

**ORDINANCE 03 - 2026**

**AN ORDINANCE PROHIBITING THE INSTALLATION OF GRAYWATER TREATMENT WORKS AND THE ASSOCIATED USE OF GRAYWATER WITHIN THE TOWN OF MONUMENT'S WATER SERVICE AREA IN ACCORDANCE WITH THE REQUIREMENTS OF HOUSE BILL 24-1362**

**WHEREAS**, House Bill (HB) 24-1362 enables a person to install graywater treatment works and use graywater in new construction projects beginning on January 1, 2026, unless a board of county commissioners or governing body of a municipality adopts a resolution or an ordinance to the contrary; and,

**WHEREAS**, the Town of Monument, a home rule municipality organized pursuant to Article XX, Section 6 of the Colorado Constitution, regulates the use of water supplied through to Town water works system, including controlling and managing all things pertaining to the Town water works system and the design and installation standards for potable water distribution systems, §§ 13.04.020, 13.04.030, and 13.04.080, MMC; and,

**WHEREAS**, the Pikes Peak Regional Building Department, which serves as the building department for the Town of Monument has stated that they are not set up to permit graywater works and the Monument Sanitation District, which provides wastewater collection and treatment services at the Tri-Lakes Wastewater Facility has expressed an opposition to the use of graywater within the District's service area; and

**WHEREAS**, the use of graywater systems by customers may negatively impact the Town's current efforts to develop a reusable water supply; and

**WHEREAS**, the prohibition of the installation of graywater treatment works and the use of graywater in the Town of Monument may be reconsidered in the future if deemed appropriate.

**THE TOWN COUNCIL OF THE TOWN OF MONUMENT, COLORADO, ORDAINS:**

**SECTION 1. Incorporation.** The recitals set forth above are incorporated and ordained as if set forth in this section in full.

**SECTION 2. Addition of Section 13.04.085, Prohibition of Graywater Systems.** Section 13.04.085 of the Monument Municipal Code is hereby amended to read as follows:

**13.04.085 – Prohibition of Graywater Systems.**

As as allowed by HB 24-1362, the Town prohibits the installation of graywater treatment works and the associated use of graywater within the Town of Monument's Water Service Area.

**SECTION 3. Publication.** Pursuant to Subsection 6.5, 3 of the Home Rule Charter and subsection 2.04.030, G of the Monument Municipal Code, upon approval this Ordinance shall be published on the Town’s official website in full for not less than ten (10) days.

**SECTION 4. Authentication and Filing.** Upon passage this Ordinance shall be authenticated by the Mayor and Town Clerk and maintained by the Town Clerk in such form as is sufficient to assure reasonable access by the public. Failure to authenticate any ordinance shall not invalidate it or suspend its operation.

**SECTION 5. Effective Date.** This Ordinance shall become effective and be in full force and effect ten (10) days after final publication.

**SECTION 6. Severability.** If any portion of this Ordinance or the application there to any person or circumstances shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications of the Ordinance which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

**INTRODUCED, PASSED, and ADOPTED / REJECTED** by the Town Council of the Town of Monument, El Paso County, Colorado, this 2<sup>nd</sup> day of March 2026 by a vote of \_\_\_ for and \_\_\_ against.

TOWN OF MONUMENT

\_\_\_\_\_  
Mitch LaKind, Mayor

ATTEST:

\_\_\_\_\_  
Tina Erickson, Town Clerk

## MEMORANDUM

TO: The Honorable Mayor and Town Council  
FROM: Thomas A. Tharnish, Director of Public Works  
DATE: March 2, 2026  
RE: Resolution 14-2026 to approve a master service agreement with Respec Company LLC to provide construction services and observation for the Beacon Lite Rd. Pipeline Project and the Monument Hill Water Tank Project.

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**BACKGROUND:** The Town of Monument Water Department staff have evaluated the need for engineering construction services and observation for the Beacon Lite Road Pipeline Project and the Monument Hill Water Tank Project. Respec Company LLC has already designed the pipeline and is working on the design for the new water tank on Monument Hill under a different approved service contract. The original agreement with Respec Company expired in the Fall of 2025 due to the lengthy timeline and the coordination with El Paso County on the road project. The Construction Services portion of these projects were not included in the original agreements since the timelines were not solidified last year. The delay in getting this portion approved was due to waiting until we could finalize and coordinate these two projects along with the El Paso County portion of rebuilding the new road.

**DISCUSSION:** The previous agreement that was originally signed for the tank portion of the project goes back to 2022 at which time there was a lot of uncertainty with the timing of the project due to the legal issues for the parcel needed to site the new tank. The agreement signed back in 2022 had a 3-year expiration date and when the design agreement was approved that agreement was still in effect. It was shortly after that the agreement expired and after consulting with the Town Attorney's office it was decided to work on a new master services agreement and combine the two projects together under one agreement. Keep in mind we were originally going to submit two separate addendums tied to the original 2022 agreement and that was when after consulting with the Town Attorney's office, it made sense to just start this portion of the engineering construction and observation services based upon a new agreement.

**PROS/CON'S:** Pro's - By moving forward with this resolution to approve a new master service agreement, it will provide a clearer picture moving forward with the new task orders attached to the new agreement and the construction services needed can move forward. Con's - By not approving this resolution, we will need to re-evaluate and bid out to another engineering firm for the construction services needed for this project which will increase the cost of the project and could potentially delay the inspection and observations needed for these two projects.

**FISCAL IMPACT:** The total cost of this master service agreement with the the Respec Company LLC, including the two task orders needed is a **not-to-exceed amount of \$532,899**. The fiscal impact of this agreement with the two task orders is budgeted in the 2A Fund of the 2026 Budget.

**STAFF RECOMMENDATION:** **Recommend passage of Resolution 14-2026, approving a master service agreement with the Respec Company LLC for construction services and observation for both the Beacon Lite Road Pipeline Project and the Monument Hill Water Tank Project.**

**TOWN OF MONUMENT**

**RESOLUTION NO. 14 - 2026**

**A RESOLUTION APPROVING A MASTER SERVICE AGREEMENT WITH RESPEC COMPANY LLC. TO PROVIDE CONSTRUCTION SERVICES FOR THE BEACON LITE ROAD PIPELINE PROJECT AND THE MONUMENT HILL WATER TANK PROJECT**

**WHEREAS**, the Town's Water Department staff have evaluated the need to have the current engineering firm who has designed the pipeline project and the ongoing design of the new 2MG Tank project mentioned above providing construction services in the form of assistance, observation and structural engineering services of these projects, and;

**WHEREAS**, the Town's senior staff along with the Town Attorney's office have evaluated the proposed master service agreement between Respec LLC and the Town of Monument to ensure the necessary steps are taken to complete the construction services needed to complete the projects, and;

**WHEREAS**, the Town staff has worked with the Respec Company LLC on many projects and has determined that they have the experience and staff to provide this critical part of the project, and;

**WHEREAS**, if the Town Council approves this master service agreement with the Respec Company LLC, it will help with project timing and allow for coordination at all phases of the construction for this project.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MONUMENT, COLORADO THAT:**

The Town Council hereby approves a master service agreement with the Respec Company LLC to provide construction services and observations for the Beacon Lite Road Pipeline Project and the Monument Hill Water Tank Project. The total fiscal impact is a **not-to-exceed amount of \$136,329** for the Beacon Lite Rd. Pipeline Project and a **not-to-exceed amount of \$396,570** for the Monument Hill Water Tank Project. The combined total is **\$532,899** which is budgeted in the 2A Fund of the 2026 budget.

**PASSED AND RESOLVED** by the Town Council of the Town of Monument, El Paso County, Colorado, this 2<sup>nd</sup> day of March 2026 by a vote of \_\_\_ for and \_\_\_ against.

TOWN OF MONUMENT

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Mitch LaKind, Mayor

ATTEST:

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Tina Erickson, Town Clerk



# MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN RESPEC AND OWNER

This is an Agreement between the Town of Monument (Owner) and RESPEC Company, LLC, a limited liability company organized and existing under the laws of the State of South Dakota, licensed to do business in the state of Colorado, with an office located at 5540 Tech Center Drive, Colorado Springs, CO 80919 and its Affiliates (Consultant). For clarification purposes, RESPEC's Affiliates shall be deemed to include, without limitation, RESPEC Company, LLC of South Dakota, RESPEC Company of South Dakota, LLC, RESPEC Consulting & Services, LLC, and RESPEC Consulting and Service LLC. . Consultant's services under this Agreement are generally identified as engineering, design, and construction contract management and administration.

Owner and Consultant further agree as follows:

## ARTICLE 1—SERVICES OF CONSULTANT

### 1.01 Scope

- A. Consultant's Services will be detailed in a duly executed Task Order for each Project. Each Task Order will indicate the specific services comprising the Services to be performed and deliverables to be provided. Task Order's may take the form of separate, Project-specific proposals submitted to Owner by Consultant, or may follow a specific Task Order format mutually agreed to by Owner and Consultant.
- B. This Agreement is not a commitment by Owner to Consultant to issue any Task Orders.
- C. Consultant shall not be obligated to perform any prospective Task Order unless and until Owner and Consultant agree as to the nature, extent, and compensation for a Project, including the specific scope of Consultant's services, time for performance, basis of compensation for the services, and all other matters relevant to the Agreement terms and conditions prescribed below.
- D. If authorized by Owner, Consultant shall furnish services in addition to those set forth above ("Additional Services").
- E. Any change in the Services shall be authorized in writing by a change order as determined by mutual acceptance. Any change to the terms and conditions of this Agreement shall be authorized in writing by an Amendment executed by both Parties.

### 1.02 Task Order Procedure

- A. Owner and Consultant shall agree on the scope, time required for performance, and basis of compensation for each Task Order in writing. Each duly executed Task Order shall be incorporated into and subject to the terms and conditions of this Agreement.
- B. Consultant will commence performance as set forth in the Task Order upon execution and notice to proceed by Owner.
- C. Consultant shall provide, or cause to be provided, the services set forth in the Task Order.

## ARTICLE 2—OWNER'S RESPONSIBILITIES

### 2.01 Project Information

- A. Owner shall provide Consultant with existing Project-related information and data in Owner's possession and required by Consultant for performance of Consultant's Services.



- B. Owner shall inform Consultant in writing of any safety or security programs that are applicable to the personnel of Consultant, its Subconsultants and/or Consultant's Subcontractors, as they visit the Site or otherwise perform Services under this Agreement.
- C. Owner shall arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Services under this Agreement.
- D. Owner shall provide necessary direction and make decisions, including prompt review of Consultant's submittals, and carry out all of Owner's contractual responsibilities and obligations in a timely manner so as not to delay Consultant's performance of its services.
- E. Owner shall be responsible for all requirements and instructions that it furnishes to Consultant pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Consultant pursuant to this Agreement. Consultant may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any other Owner-provided information, subject to any express limitations or reservations applicable to the furnished items and the Standard of Care.

### **ARTICLE 3—SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for three years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.
- C. If an active Task Order issued prior to the expiration date of the Agreement remains in effect after the expiration date, this Agreement shall remain in effect for the period necessary for Consultant to complete the Work specified under the active Task Order.

#### **3.02 Time for Completion**

- A. The Effective Date of the Task Order and the timeframe(s) for completing the Services, including identification of dates for completion of Project-specific deliverables, will be stated in each Task Order. Consultant is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. Consultant shall complete its obligations subject to the Standard of Care within a reasonable time to meet Owner's schedule. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in a Task Order, and are hereby agreed to be reasonable, unless otherwise agreed by the Parties.
- C. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, will be adjusted equitably, subject to Owner approval.
- D. If Owner authorizes changes in the scope, extent, or character of the Project or Consultant's Services, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, will be adjusted equitably.
- E. If Consultant fails, for reasons within reasonable control of Consultant, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then



Owner shall be entitled, to the recovery of direct damages to the extent, if any, resulting from such failure by Consultant.

#### **ARTICLE 4—INVOICES AND PAYMENTS**

##### **4.01 Payments**

- A. Invoices: Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for Services and expenses within 30 days after Owner's receipt of Consultant's invoice, then Consultant may, after giving seven (7) days' written notice to Owner, suspend its Services under this Agreement until Consultant has been paid in full all amounts due for Services, expenses, and other related charges. Owner waives any and all claims for damages or delay against Consultant for any such suspension.
- B. Payment: As compensation for Consultant providing or furnishing Services, Owner shall pay Consultant as set forth in Paragraph 4.02 below.
- C. Annual Rate Escalation: The Consultant's Standard Hourly Rates and Reimbursable Expenses Schedule is attached as Exhibit B. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually beginning January 1<sup>st</sup> of each subsequent year upon being provided in writing to and approved by Owner, to reflect equitable changes in the compensation payable to Consultant.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific bases for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Article 4.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Consultant's Services or compensation under this Agreement, then Consultant may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Consultant for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Consultant is entitled.
- F. Subject to Appropriation: The Town's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Monument Town Council and encumbered for the purpose of the Agreement. The Town does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Town.

##### **4.02 Basis of Payment with Progress or Milestone Payments**

- A. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's estimate of the percentage of the total Services actually completed during the billing period, or upon mutually agreed milestone payments prescribed in Consultant's scope of Services and associated Task Orders .

##### **4.03 Additional Services: For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by each class of**



Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Consultant's consultants' charges, if any. Consultant's standard hourly rates are provided in Consultant's Proposal (Appendix A). Consultant shall provide Owner an estimate of Additional Services upon request and in accordance with mutually agreed scope and schedule.

## ARTICLE 5—GENERAL CONSIDERATIONS

### 5.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Consultant's Subcontractors and Subconsultants:** Consultant may retain such Consultant's Subcontractors and Subconsultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor will Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Contractor.
- F. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work.
- G. While at the Site, Consultant, its Subconsultants, and Consultant's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Consultant has been informed in writing.

### 5.02 Ownership and Use of Documents

- A. Owner shall own all work product, documents and deliverables such as drawings, specifications, data, reports, models, whether printed or in electronic form ("Documents") which are paid for by the Owner and which shall be considered work made for hire, subject to the following provisions:
  - 1. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse

by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant.

2. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and Consultants.
  3. Such limited license to Owner shall not create any rights in third parties.
- B. Consultant will obtain Owner's consent, which consent will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Consultant's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

#### 5.03 Confidentiality

- A. Consultant will not disclose any confidential or proprietary information of Owner as identified in writing unless authorized by Owner to do so. Notwithstanding the foregoing, Consultant may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for Consultant to defend itself in any dispute. Consultant may also disclose such information to its employees, officers, agents, consultants, Subconsultants or contractors in order to perform work or Services solely and exclusively for the Project, provided those employees, officers, agents, consultants, Subconsultants and contractors are subject to the restrictions on the disclosure and use of such information. Consultants' employees, officers, agents, consultants, Subconsultants and contractors will also be bound to this same obligation.
- B. Consultant will not release any information to third parties or make any public statements about this Project without Owner's express written consent, which consent shall not be unreasonably withheld. It is hereby agreed that the following information is not considered to be confidential under this Agreement:
1. Information already in the public domain;
  2. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
  3. Information developed by or in the custody of Consultant before entering into this Agreement;
  4. Information developed by Consultant solely through its work with its other clients; or
  5. Information required to be disclosed by operation of law, including but not limited to, order of court or governmental agency.
- C. Colorado Open Records Act: Nothing in this Agreement shall in any way limit the ability of the Town to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. ("CORA"). In the event of a request to the Town for disclosure of confidential materials, the Town shall advise the Consultant of such request to give the Consultant the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Consultant objects to disclosure of any of its material, the Consultant shall identify to the Town the legal basis under CORA for any right to withhold.



In the event of any action or the filing of a lawsuit to compel disclosure, the Consultant agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Town will tender all material to the court for judicial determination of the issue of disclosure. The Consultant further agrees to defend, indemnify, and save and hold harmless the Town, its officers, agents, and employees, from any claim, damages, expense, loss, or costs.

#### 5.04 Insurance

- A. During the term of the Agreement, Consultant, at its own expense, shall secure and maintain and provide Owner with a certificate of insurance evidencing Workers' Compensation insurance coverage for its employees performing the work in accordance with statutory limits applicable to the State wherein the work is completed. In addition, during the term of the Agreement, Consultant shall procure and maintain General Liability, Automobile Liability and Professional Liability insurance at the limits and coverages specified below:
  - 1. General Liability coverage shall be \$1,000,000 per occurrence, and \$2,000,000 in aggregate. General Liability coverage shall include primary contractual liability, personal injury, death, damage to property, and destruction of property.
  - 2. Automobile Liability coverage shall be \$1,000,000.
  - 3. Professional Liability coverage shall be \$1,000,000 per claim and \$1,000,000 in aggregate. Professional Liability insurance shall be "claims made."
  - 4. Certificates of Insurance (COI) will be furnished to Owner and shall specify that insurance will not be canceled without minimum ten (10) days prior written notice to the primary insured.
- B. Consultant shall cause Owner to be listed as additional insureds on Consultant's commercial general liability, automobile liability, and umbrella or excess liability policies. .

#### 5.05 Suspension and Termination

- A. Suspension
  - 1. By Owner: Owner may suspend Consultant's services for up to 90 days upon 7 days' written notice to Consultant.
  - 2. By Consultant: Consultant may, after giving 7 days' written notice to Owner, suspend services under this Agreement if Owner has failed to pay Consultant for invoiced services and expenses, as set forth in Article 4.
- B. Termination for Cause
  - 1. Either Party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience upon no fewer than fourteen (14) days' written notice to Consultant.
- D. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Consultant will be entitled to invoice Owner and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.

5.06 Dispute Resolution

- A. Owner and Consultant shall resolve all disputes in the following manner:
1. Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
  2. Owner and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Consultant agree to participate in the mediation process in good faith with a mutually agreed mediator. The Parties shall equally share all fees and costs of mediation. The process will be conducted on a confidential basis, and must be completed within 120 days.
  3. If the Parties fail to resolve a Dispute through negotiations under Paragraph 6.06.A.1 or mediation under Paragraph 6.06.A.2, then the dispute shall be litigated in a court of competent jurisdiction.

5.07 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be a court of competent jurisdiction in the state in which the Project is located.

5.08 Indemnification and Mutual Waiver

- A. Indemnification by Consultant: To the fullest extent permitted by Laws and Regulations, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligence of Consultant or others for whom Consultant is legally liable.
- B. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor.
- C. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Consultant, and all other negligent entities and individuals.
- D. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Consultant waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes including, but not limited to, breach of contract, tort, strict liability or otherwise. Such excluded damages include, but are not limited to, loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital. This mutual waiver is applicable, without limitation, to all indemnification obligations herein (other than indemnification for third-party claims, claims arising from a breach of confidentiality and claims related to gross negligence or willful misconduct) and consequential damages due to either party's termination of this Agreement, provided the

foregoing shall not apply to damages arising as a result of Consultant's gross negligence or willful misconduct.

5.09 Records Retention

- A. Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Owner's request and upon reasonable notice, Consultant shall provide a copy of any such item to Owner at Owner's cost.

5.10 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient with an email receipt, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, the Standard of Care and all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Consultant as long as the remaining terms reflect the Parties' intent in entering into the Agreement.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Cybersecurity: Consultant agrees to maintain industry standard safeguards and controls within its information technology infrastructure, systems and network (collectively, "IT Systems"), to protect against cybersecurity incidents (including, but not limited to, incidents affecting the confidentiality, integrity, or availability of IT Systems and any Owner data they contain) and to prevent third parties from gaining unauthorized access to Consultant's IT Systems or impersonating its IT Systems. Consultant agrees to provide immediate notification providing reasonable detail to Owner after Consultant becomes aware or reasonably should be aware of an actual or attempted breach or impersonation of its IT Systems. Consultant waives any claims against and agrees to indemnify and hold Owner harmless from and against, any and all damages, losses, costs, expenses, fines, penalties or claims, including reasonable attorney fees and costs to notify and protect affected individuals or entities, arising from or related to a breach or impersonation of Consultant's IT Systems or any breach of Owner's IT Systems caused by Consultant's failure to satisfy these cybersecurity requirements.
- F. Neither Party shall assign, sublet or transfer any rights under or interest (including, but not limited to, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- G. With respect to any decisions and/or determinations that Consultant is required to make or render under this Agreement, as long as Consultant makes such decisions and/or determinations in good faith, such decisions and/or determinations shall not give rise to any responsibility or liability of Consultant to Owner or Contractors or others claiming by, through or on behalf of them.



- H. If Owner requests Consultant to execute consents reasonably required to facilitate assignment to a lender, Consultant shall execute all such consents that are consistent with the Agreement, provided the proposed consent is submitted to Consultant for review at least 14 days prior to execution. Consultant shall not be required to execute certificates or consents that would require knowledge, Services or responsibilities beyond the scope of this Agreement.
- I. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Consultant's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Consultant.

## ARTICLE 6—DEFINITIONS

### 6.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. Agreement—This written contract for professional services between Owner and Consultant, including all exhibits identified in Paragraph 7.01 and any duly executed amendments.
  - 2. Contractor—Any person or entity (not including the Consultant, its employees, agents, representatives, or Subconsultants, or Consultant's Subcontractors), performing or supporting activities relating to the Project, including but not limited to Contractors, Subcontractors, suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
  - 3. Consultant—The individual or entity named as such in this Agreement.
  - 4. Effective Date – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
  - 5. Consultant's Subcontractor—An individual, firm, vendor, or other entity having a contract with Consultant to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
  - 6. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
  - 7. Owner—The individual or entity named as such in this Agreement and for which Consultant's services are to be performed.
  - 8. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Consultant under each duly executed Task Order.
  - 9. Services – The services to be performed for or furnished to Owner by Consultant in accordance with this Agreement.
  - 10. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-



of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

11. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Consultant to furnish professional services with respect to the Project as an independent contractor.
12. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

## ARTICLE 7—EXHIBITS AND SPECIAL PROVISIONS

### 7.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Consultant's Task Order.

### 7.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

### 7.03 Designated Representatives

- A. With the execution of this Agreement, Consultant and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents. The following personnel are hereby authorized to act as official representatives under this Agreement:

#### Owner's Delegated Representative

Thomas Tharnish  
645 Beacon Lite Road  
Monument, CO 80132  
719-499-1126  
Ttharnish@tomgov.org

#### Consultant's Delegated Representative

Mario DiPasquale  
5540 Tech Center Dr. Suite 100  
Colorado Springs, CO 80919  
719-227-0027  
mario.dipasquale@respec.com

### 7.04 Consultant's Certifications

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  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 selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.



- 7.05 Colorado Governmental Immunity Act. The Parties hereto understand and agree that the Town is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- 7.06 No Third Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and the Consultant, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties that any person other than the Town or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 7.07 Waiver of C.R.S. 13-20-802, et seq. The Consultant specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes relating to design defects in any Project under this Agreement.
- 7.08 Status of Consultant. The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or Directors of the Town for any purpose whatsoever.



This Agreement's Effective Date is \_\_\_\_\_.


Owner:

Consultant:

\_\_\_\_\_  
(name of organization)

RESPEC Company, LLC  
\_\_\_\_\_  
(name of organization)

By: \_\_\_\_\_  
(individual's signature)

By:   
\_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Date: 2/12/26  
\_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Name: Mario DiPasquale  
\_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Title: Vice President  
\_\_\_\_\_  
(typed or printed)



# EXHIBIT A

Task Order Template

# SCOPE OF SERVICES

## TOWN OF MONUMENT MASTER SERVICES AGREEMENT

### **TASK #1 – BEACON LITE ROAD WATER MAIN REPLACEMENT - CONSTRUCTION ASSISTANCE AND OBSERVATION**

#### **GENERAL SCOPE DESCRIPTION**

The purpose of this Scope is to outline construction assistance & observations for construction of the Beacon Lite Road Water Main Replacement

A general description of the work includes the construction of new 8-inch and 12-inch water mains including all appurtenances and site work, excavation, valves, fittings, fire hydrants, service lines, disinfection, testing, backfill, and all other work directly related to the water main construction. Portions of the water mains will be concrete encased. Existing exposed water mains will be removed and disposed of with exposed pipe stubs capped. Water mains will be reconnected to existing water mains in Beacon Lite Road and at the tank site, 20015 Beacon Lite Rd Monument and all other work as shown on the drawings, including additional incidental work.

RESPEC has provided design services for the Water Main Replacement and provided bid administration and construction services support to date for the project. This scope of work formalizes and outlines the construction services scope for this project.

RESPEC will act as the primary contact for the Contractor and will provide the bulk of the observation and administration services and will witness testing. The operations staff for the Town of Monument will provide additional oversight and support for construction.

The Town of Monument construction observation support for the project will be on an "as-needed" basis. It is expected that the Monument staff will provide construction observation support for the field piping portions of the project when the contractor connects to the existing piping and the connection at the tank site but, RESPEC will serve as the main contact for the contractor, make three site visits per week and run the progress meetings.

A specific scope of services is described below. RESPEC is referred to as ENGINEER and The Town of Monument as OWNER throughout the scope.

#### **SPECIFIC SCOPE OF SERVICES**

##### **CONSTRUCTION ADMINISTRATION**

- / Review and approve submittals related to the project. ENGINEER will maintain the primary submittal tracking log. Prior to providing approval for submittals, ENGINEER will give OWNER the opportunity to review and comment on submittals if desired.
- / Answer requests for information, prepare field orders and change orders. OWNER will provide final approval on all proposed change orders.
- / Conduct remote construction coordination (from ENGINEER's office) with the OWNER, General Contractor, Subcontractors, Suppliers, and Manufacturers. This work is in addition to time allocated

for submittal review, site visits, observation logs, meeting minutes, and other items specifically listed in this Scope.

- / ENGINEER shall attend progress meeting Progress meeting dates will be set based on construction activity. OWNER may wish to attend the progress meetings along with other subcontractors involved.
- / Coordination between OWNER and the contractor will be through ENGINEER to ensure that all dialogue is consistent with no conflicting information sources. This will include all documentation, meetings and correspondence.
- / Review and approve all pay applications submitted by the Contractor to confirm that work requested for payment by the contractor was performed as requested. ENGINEER will forward them to the owner for review and final approval.

#### **ONSITE CONSTRUCTION OBSERVATION**

- / Make eighty-one (81) site visits, an average of 4 hours each (to include field log preparation following the visit), throughout construction to record construction progress, provide observation documentation, conduct observations, witness testing, and coordinate with Contractors on specific requests. Following each site visit, a formal observation log and photo log will be created. Three (3) observations per week for a total of six months were assumed. Site visits in excess of eighty-one (81) required will be based on the attached rate sheet on a time and material basis.
- / Monitor compaction testing and concrete and grout testing with the contractor. Geotech testing fees will be managed through RESPEC through a sub-consultant. Materials testing fees included in the fee estimate below.

#### **PROJECT CLOSEOUT**

- / Prepare punch-lists at Substantial and Final Completion milestones. Prepare and present Certificate for Substantial Completion.
- / Prepare a Letter of Final Acceptance once the work is satisfactorily completed.
- / Prepare the advertisement of Final Payment, which the OWNER will publish for the required two (2) week period in the legal section of the local paper.
- / Lien Waiver forms will be obtained from the General Contractor and all sub-contractors prior to Final Payment.
- / Provide 2 copies of the final "Project Observation Manual" to the OWNER, which will include the following:
  - o Construction Observation Logs with narratives
  - o Approved Submittals
  - o 11x17 set of As-Recorded drawings (2 Sets)

#### **ASSUMED OWNER CONSTRUCTION SERVICES**

- / Inspect defective work and reject (if necessary) – OWNER shall attend any meetings requested by ENGINEER after identifying potentially defective work. OWNER shall be involved in the final decisions and solutions.
- / Share in the construction observation of tie into existing Pipeline and tank site.
- / OWNER is to communicate any comments or concerns directly to ENGINEER. Coordination between OWNER and the contractor, as mentioned above, will be through ENGINEER in order to ensure that all dialogue is consistent with no conflicting information sources. All documentation, meetings, information, and correspondence will emanate through ENGINEER.

- / Review change orders and pay applications.
- / Issue all final documentation from the District (including final approvals, official documentation on time extension or change order requests, and issue final decisions on all construction discrepancy issues).
- / Coordinate with contractor regarding safety concerns or activities while on the project site.
- / Collect GPS data that will be utilized to update the OWNER's GIS system.

**EXCEPTIONS**

- / Construction of the facilities and equipment.
- / Permitting fees due to all agencies having jurisdiction.
- / Site visits in addition to those proposed herein.
- / Third party testing, including but not limited water quality lab testing services, potholing to locate existing utilities onsite. ENGINEER to coordinate these efforts, but the OWNER will be responsible for fees charged by consultants.

**PROPOSED FEE & SCHEDULE**

| TASK   | FEE ESTIMATE     |
|--|------------------|
| Construction Assistance and Observation              | <b>\$105,334</b> |
| Subconsultant: <i>Geotechnical Materials Testing</i> | <b>\$30,995</b>  |
| TOTAL  | <b>\$136,329</b> |

Time of Performance: Estimate Services Complete by December 31, 2026

Fees are outlined are proposed to be billed on a time and expense basis with an estimated fee not to exceed **\$136,329**. If the effort exceeds the scope outlined above, the Town will be notified. If at that time, the town requests and expansion of the scope, additional work would need to be approved and would be billed in accordance with the attached hourly rate schedule.

**ATTACHMENTS**

- / 2026 Hourly Rate sheet

## **TASK #2 – MONUMENT HILL WATER TANK REPLACEMENT - CONSTRUCTION ADMINISTRATION AND OBSERVATION**

### **GENERAL SCOPE DESCRIPTION**

The purpose of this Scope is to outline construction management & observations for construction of the Monument Hill Water Tank Replacement.

A general description of the work includes the construction of new 2.0 MG AWWA D-115 concrete water storage tank, site grading, existing tank demolition, site utility piping, stormwater, and BMP's. The tank will be connected to the new Beacon Lite Road water mains when completed.

RESPEC is currently providing design services for the Town on the Monument Hill Water Tank Replacement project and this scope of work formalizes and outlines the construction services scope for this project.

RESPEC will act as the primary contact for the Contractor and will provide the bulk of the observation and administration services and will witness testing. The operations staff for the Town of Monument will provide additional oversight and support for construction. It is estimated that site work and construction of the tank will take 52-weeks to complete.

The Town of Monument construction observation support for the project will be on an "as-needed" basis. It is expected that the Monument staff will provide construction observation support for the field piping portions of the project when the contractor connects to the existing piping and the connection at the tank site but, RESPEC will serve as the main contact for the contractor. This project requires construction management as well as detailed structural engineering site observations to ensure compliance with the design drawings.

A specific scope of services is described below. RESPEC is referred to as ENGINEER and The Town of Monument as OWNER throughout the scope.

### **SPECIFIC SCOPE OF SERVICES**

#### **CONSTRUCTION ADMINISTRATION AND OBSERVATION**

- / Review and approve submittals related to the project. ENGINEER will maintain the primary submittal tracking log. Prior to providing approval for submittals, ENGINEER will give OWNER the opportunity to review and comment on submittals if desired.
- / Serve as a liaison between the PPRBD and the contractor through the permitting process.
- / Answer requests for information (RFI), prepare field orders (FO) and change orders (CO). OWNER will provide final approval on all proposed change orders.
- / Conduct remote construction coordination (from ENGINEER's office) with the OWNER, General Contractor, Subcontractors, Suppliers, and Manufacturers. This work is in addition to time allocated for submittal review, site visits, observation logs, meeting minutes, and other items specifically listed in this Scope.
- / ENGINEER shall prepare weekly progress meeting agendas with the contractor over the course of construction which is assumed to be 52 weeks. Meeting minutes will be created and distributed to the Contractor and OWNER as a means of tracking outstanding technical and administrative issues from meeting to meeting, and documenting decisions. OWNER may wish to attend the progress meetings along with other subcontractors involved.

- / Coordination between OWNER and the contractor will be through ENGINEER to ensure that all dialogue is consistent with no conflicting information sources. This will include all documentation, meetings and correspondence.
- / Review and approve all pay applications submitted by the Contractor to confirm that work requested for payment by the contractor was performed as requested. ENGINEER will forward them to the owner for review and final approval.
- / Make site visits to the construction site that consist of an average of 4 hours each (to include field log preparation following the visit), throughout construction to record construction progress, provide observation documentation, conduct observations, witness testing, and coordinate with Contractors on specific requests. Following each site visit, a formal observation log and photo log will be created. Estimating two (2) site visits per week for fifty-two weeks. Site visits in excess will be based on the attached rate sheet on a time and material basis.
- / Subconsultant: Geotechnical materials testing and open hole observation. This is estimated and can vary based on the selected Contractors' means and methods for constructing the tank. OWNER will be notified if effort may exceed the estimate.

#### **CONSTRUCTION SERVICES— STRUCTURAL ENGINEERING**

- / Pre-construction attendance and related preparation
- / Review Structural Shop Drawings and Submittals.
- / Concrete placement and coordination meetings for major concrete pour events including floor, walls, and roof sections.
- / Participate in 40 weekly progress meetings.
- / Periodic structural on-site observation site visits. Thirty (30) anticipated site trips.
- / Structural consultations (assume 2-hrs/week for 35 weeks)
- / Review of the following:
  - o Concrete cylinder testing results
  - o Review of post-tensioning stressing elongation records
  - o Review concrete tendon duct grout cube test results
  - o Review concrete lab test records in progress

#### **PROJECT CLOSEOUT**

- / Prepare punch-lists at Substantial and Final Completion milestones. Prepare and present Certificate for Substantial Completion.
- / Prepare a Letter of Final Acceptance once the work is satisfactorily completed.
- / Prepare the advertisement of Final Payment, which the OWNER will publish for the required two (2) week period in the legal section of the local paper.
- / Lien Waiver forms will be obtained from the General Contractor and all sub-contractors prior to Final Payment.
- / Provide 2 copies of the final "Project Observation Manual" to the OWNER, which will include the following:
  - o Construction Observation Logs with narratives
  - o Approved Submittals

- o 11x17 set of As-Recorded drawings (2 Sets)

**ASSUMED OWNER CONSTRUCTION SERVICES**

- / Share in the construction observations and coordination of tank disinfection and potable pipe connections and tie-ins.
- / OWNER is to communicate any comments or concerns directly to ENGINEER. Coordination between OWNER and the contractor, as mentioned above, will be through ENGINEER in order to ensure that all dialogue is consistent with no conflicting information sources. All documentation, meetings, information, and correspondence will emanate through ENGINEER.
- / Review change orders and pay applications in coordination with the ENGINEER.
- / Issue all final documentation from the District (including final approvals, official documentation on time extension or change order requests, and issue final decisions on all construction discrepancy issues).
- / Coordinate with contractor regarding safety concerns or activities while on the project site.
- / Collect GPS data that will be utilized to update the OWNER's GIS system.

**EXCEPTIONS**

- / Construction of the facilities and equipment.
- / Permitting fees due to all agencies having jurisdiction.
- / Site visits in addition to those proposed herein.
- / Third party testing, including but not limited water quality lab testing services, potholing to locate existing utilities onsite. ENGINEER to coordinate these efforts, but the OWNER will be responsible for fees charged by consultants.

**PROPOSED FEE & SCHEDULE**

| TASK  | FEE ESTIMATE     |
|---|------------------|
| Construction - Administration and Observation                                 | <b>\$161,500</b> |
| Construction - Structural Engineering Services                                | <b>\$205,720</b> |
| Subconsultant: <i>Geotechnical Material Testing and Open Hole Observation</i> | <b>\$29,350</b>  |
| TOTAL   | <b>\$396,570</b> |

Time of Performance: Services detailed above are estimating a one-year period of construction from start. Fees are outlined are proposed to be billed on a time and expense basis with an estimated fee not to exceed **\$396,570**. If the effort exceeds the scope outlined above, the Town will be notified. If at that time, the town requests and expansion of the scope, additional work would need to be approved and would be billed in accordance with the attached hourly rate schedule.

**ATTACHMENTS**

- / 2026 Hourly Rate sheet

Task Order Approval:

**Client**

**RESPEC Company, LLC**

By \_\_\_\_\_  
*Signature*

  
By \_\_\_\_\_  
*Signature*

Printed Name: \_\_\_\_\_

Printed Name Mario DiPasquale, PE

Title \_\_\_\_\_

Title Vice President

Date \_\_\_\_\_

Date 02/02/2026



## **EXHIBIT B**

2026 Standard Hourly Rates and Reimbursable Expenses Schedule



# 2026 BILLING RATE SCHEDULE

## COLORADO SPRINGS STAFF

| Position               | Hourly Rate |
|------------------------|-------------|
| Practice Leader        | \$260       |
| Structural Proj. Mgr.  | \$245       |
| Principal              | \$235       |
| Sr. Project Manager    | \$215-\$230 |
| Project Manager        | \$200-\$210 |
| Sr. Project Engineer   | \$190-\$210 |
| Project Engineer       | \$165-\$175 |
| Designer               | \$140-\$165 |
| Staff Engineer         | \$140-\$160 |
| Engineering Technician | \$115-\$135 |
| Staff Biologist        | \$180       |
| Administrative Support | \$85        |
| Engineering Intern     | \$75        |

| Construction Support      | Hourly Rate |
|---------------------------|-------------|
| Sr. Construction Observer | \$170       |

| Expenses                    |                 |
|-----------------------------|-----------------|
| Mileage                     | Regulatory Rate |
| Postage/Courier             | At Cost         |
| Vendor Printing and Binding | At Cost         |
| Other Expenses              | At Cost         |