



# **Town Board of Trustees**

**Tuesday, April 13, 2021 at 7:00 pm**

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.  
THANK YOU.**

## **1. Meeting Information**

To watch a live stream of the meeting

The information for the Town's virtual meeting can be found below:

<https://us02web.zoom.us/j/84770906878>

Meeting ID: 847 7090 6878

Passcode: 755446

One tap mobile

+16699006833

## **2. Call to Order**

Royce D. Pindell, Mayor

### **a. Roll Call**

## **3. Pledge of Allegiance**

Royce D. Pindell, Mayor

### **Attachments:**

- **American Flag** (American\_Flag.pdf)

## **4. Approval of Agenda**

Royce D. Pindell, Mayor

## **5. Consent Agenda**

Royce D. Pindell, Mayor

### **a. March 23, 2021 - Regular Meeting Minutes**

#### **Attachments:**

- **March 23, 2021 - Regular Meeting Minutes** (03-23-2021\_-\_Regular\_Meeting\_Minutes.pdf)

### **b. Intergovernmental Agreement (IGA) with Adams County for Severe Weather Activation Plan (SWAP)**

Resolution No. 869-21 - A Resolution Approving an Intergovernmental Agreement (IGA) with Adams County for Contributions Towards Motel Vouchers for the Severe Weather Activation Plan Program

**Attachments:**

- **Staff Report Intergovernmental Agreement (IGA) with Adams County for Severe Weather Activation Plan (SWAP)** (0\_-\_StaffReport\_SWAP\_IGA\_Final.pdf)
- **Severe Weather Activation Plan Intergovernmental Agreement (IGA)** (1\_-\_IGA\_SWAP\_-\_Final.pdf)
- **Resolution No. 869-21 - A Resolution Approving an Intergovernmental Agreement (IGA) with Adams County for Contributions Towards Motel Vouchers for the Severe Weather Activation Plan Program (SWAP)** (2\_-\_Resolution\_SWAP\_IGA\_Final.pdf)

**Public Comments on Items Not Scheduled for Public Hearing**

The Board of Trustees welcomes you. Thank you for joining us virtually for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up in the chat box. If you are on the phone, once we get through the chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town Staff for follow-up. Thank you.

**Regular Business****6. Public Hearing****a. Bennett Village Final Plat**

Resolution No. 870-21 - A Resolution Approving a Final Plat for Bennett Village  
Steve Hebert, Planning and Economic Development Manager

**Attachments:**

- **Public Hearing Script** (Bennett\_Village\_Script.PC.pdf)
- **Staff Report Bennett Village Final Plat** (1\_-\_BennettVillage\_FinalPlat\_\_Staff\_Report\_Board\_of\_Trustees\_04\_13\_21.pdf)
- **PowerPoint Presentation Bennett Village Final Plat** (2\_-\_BennettVillage\_FinalPlat\_Board\_Presentation\_04\_13\_21FINAL.pdf)
- **Land Use Application** (3\_-\_Bennett\_Village\_Worthman\_Acres\_Land\_Use\_Application.pdf)
- **Applicant's Project Narrative** (4\_-\_Bennett\_Village\_Worthman\_Acres\_Narrative.pdf)
- **Proposed Final Plat** (5\_-\_BENNETT\_VILLAGE\_\_WORTHMAN\_ACRES\_FINAL\_PLAT\_210406.pdf)
- **Traffic Impact Study** (6\_-\_Bennett\_Village\_WorthmanAcres-Traffic\_Study\_12\_11\_2020.pdf)



- **Town Engineer's Response** (7\_-\_Bennett\_Village\_Worthman\_Acres\_Final\_Plat\_1st\_TE\_Review\_12-7-2020.pdf)
- **Town Attorney Response** (8\_-\_TownAtty\_Bennett\_Village\_Worthman\_Acres\_FP.memo.pdf)
- **Bennett-Watkins Fire Rescue Response** (9\_-\_BWFR.Comments.Bennett\_Village\_WorthmanAcres.11.12.20.pdf)
- **Bennett School District Response** (10\_-\_Bennett\_Village\_Worthman\_BennettSchoolDistrict29J\_Response\_12\_03\_2020.pdf)
- **Colorado Department of Transportation (CDOT) Response** (11\_-\_CDOT\_comments\_\_Bennett\_Village\_Worthman\_Acres-079.pdf)
- **Intermountain Rural Electric Association (IREA) Response** (12\_-\_IREA\_RE\_FW\_\_Bennett\_Village\_Worthman\_Acres\_\_2nd\_Final\_Plat\_Submission.pdf)
- **Planning and Zoning Commission Resolution No. 2021-04** (13\_-\_P\_Z\_R\_resolution\_No.\_2021-04.pdf)
- **Resolution No. 870-21 - A Resolution Approving a Final Plat for Bennett Village** (14\_-\_Reso\_870-21\_Proposed\_Bennett\_Village.pdf)
- **Suggested Motion** (15\_-\_suggested\_motion.pdf)

## 7. Action/Discussion Item

### a. Colorado Open Records Act (CORA) Public Records Policy and Procedure

Resolution No. 868-21 - A Resolution Approving Amendments to the Public Records Policy and Procedure for the Town of Bennett

Christina Hart, Town Clerk

#### Attachments:

- **Staff Report Colorado Open Records Act (CORA) Public Records Policy and Procedure** (CORA\_Records\_Policy\_and\_Procedure\_Staff\_Report.pdf)
- **Public Records Policy and Procedure Draft** (TownofBennett\_Records\_Policy\_-\_Procedure.pdf)
- **Redline Municipal Records Fee Schedule** (Directory\_of\_Fees\_2021\_-\_Redline.pdf)
- **Resolution No. 868-21 - A Resolution Approving Amendments to the Public Records Policy and Procedure for the Town of Bennett** (Resolution\_No.\_868-21.pdf)
- **Suggested Motion** (suggested\_motion.pdf)

### b. Community Center Parking Lot and Palmer Patching

Request for Proposal (RFP) 21-002 - Community Center Parking Lot and Palmer Patching

Robin Price, Public Works Director

#### Attachments:

- **Staff Report Community Center Parking Lot and Palmer Patching** (0\_-\_Staff\_Report\_Community\_Center\_Parking\_Lot\_and\_Palmer\_Patching.pdf)
- **Request for Proposal (RFP) 21-002** (1\_-\_RFP\_21-002-Community\_Center\_Parking\_Lot\_and\_Palmer\_Patch\_RFP\_-\_3-10-21\_DPG.pdf)
- **Request for Proposal (RFP) Addendum 1 Schedule Update** (2\_-\_RFP\_21-002\_Addendum\_1\_Schedule\_Update.pdf)
- **Request for Proposal (RFP) 21-002 Addendum 2 Request for Informa**

- **tion (RFI) Responses** (3\_-\_RFP\_21-002\_Addendum\_2\_RFI\_Responses.pdf)
- **Site Plan** (4\_-\_CommCenter\_and\_Palmer\_Ave\_Patch\_Plan\_3-18-21\_d\_RFP\_EX H.pdf)
- **KTK GC LTD Proposal** (5\_-\_KTK\_GC\_LTD\_-\_RFP\_21-002-Community\_Center\_Parking\_Lot\_and\_Palmer\_Patch\_RFP\_-\_3-10-21\_DPG.pdf)
- **Elite Surface Infrastructure (ESI) Proposal** (6\_-\_RFP\_ESI\_Bid\_Proposal\_Pa cket\_Information.pdf)
- **The Perfect Patch Asphalt Company Proposal** (7\_-\_The\_Perfect\_Patch\_A sphalt\_Company.pdf)
- **Elite Surface Infrastructure (ESI) Correspondence of Amended and R eaffirmed Bid** (8\_-\_Town\_of\_Bennett\_Community\_Center\_\_1100\_E\_Colfax\_\_ ESI\_Proposal\_040521.pdf)
- **Elite Surface Infrastructure (ESI) Correspondence Revised Bid** (9\_-\_ES I\_Updated\_Price\_with\_no\_light\_Pole\_bases.pdf)
- **Suggested Motion** (suggested\_motion.pdf)

**c. North Municipal Complex (NOMCOM) Certificate of Participation (COP)**

Ordinance No. 723-21 - An Ordinance Authorizing The Execution And Delivery Of A Site Lease, A Lease Purchase Agreement, A Certificate Purchase Agreement, A Continuing Disclosure Certificate, A Reserve Account Contract And Certain Other Documents Relating Thereto; Providing Other Details In Connection Therewith; Ratifying And Approving The Preparation, Distribution And Use Of The Preliminary Official Statement And Final Official Statement Relating To The Certificates Of Participation Evidencing Undivided Interests In The Right To Receive Certain Rental Payments Made By The Town Under Such Lease Purchase Agreement; Approving The Forms Of Such Certificates Of Participation And An Indenture Of Trust Providing The Terms Thereof; Authorizing The Sale Of Such Certificates Of Participation; And Providing The Effective Date Of This Ordinance.

Danette Ruvalcaba, Finance and Technology Director

**Attachments:**

- **Staff Report Ordinance Authorizing 2021 Certificate of Participation (COP) Issuance** (1\_-\_COP\_Ordinance\_Staff\_Report.pdf)
- **Ordinance No. 723-21 - An Ordinance Authorizing The Execution And Delivery Of A Site Lease, A Lease Purchase Agreement, A Certificate Purchase Agreement, A Continuing Disclosure Certificate, A Reserve Account Contract And Certain Other Documents Relating Thereto; Pr oviding Other Details In Connection Therewith; Ratifying And Approv ing The Preparation, Distribution And Use Of The Preliminary Official Statement And Final Official Statement Relating To The Certificates Of Participation Evidencing Undivided Interests In The Right To Rece ive Certain Rental Payments Made By The Town Under Such Lease P urchase Agreement; Approving The Forms Of Such Certificates Of Pa rticipation And An Indenture Of Trust Providing The Terms Thereof; Authorizing The Sale Of Such Certificates Of Participation; And Provi ding The Effective Date Of This Ordinance.** (2\_-\_Town\_of\_Bennett\_2021\_ Lease\_Purchase\_Ordinance.pdf)
- **Suggested Motion** (suggested\_motion.pdf)

**d. North Municipal Complex (NOMCOM) Public Works Facility Construction Contract**

RFP 20-003 - Public Works Facility Construction Contract

Daymon Johnson, Capital Projects Director

**Attachments:**

- **Staff Report North Municipal Complex (NOMCOM) Public Works Facility Construction Contract** (0\_-\_StaffReport\_-\_RFP\_20-003\_-\_Public\_Works\_Construction\_Contract.pdf)
- **Request for Proposal (RFP) 20-003** (1\_-\_RFP\_20-003\_-\_Bennett\_Public\_Works\_Facility\_-\_1.6.20.pdf)
- **Lefever Building Systems Proposal** (2\_-\_LeFever\_Building\_-\_Full\_Scope\_GMP\_Budget\_-\_REVISED\_-\_3.4.21.pdf)
- **Buildings By Design Proposal** (3\_-\_BBD\_-\_Full\_Scope\_Budget\_-\_3.12.21.pdf)
- **Building Schematics** (4\_-\_6.21.19\_Drawings.pdf)
- **Suggested Motion** (suggested\_motion.pdf)

- e. Appointment for Vacancy on the BennT Creek Water Authority Committee**  
Rich Pulliam, BennT Creek Water Authority

**Attachments:**

- **Suggested Motion** (suggested\_motion.pdf)

**8. Town Administrator Report**

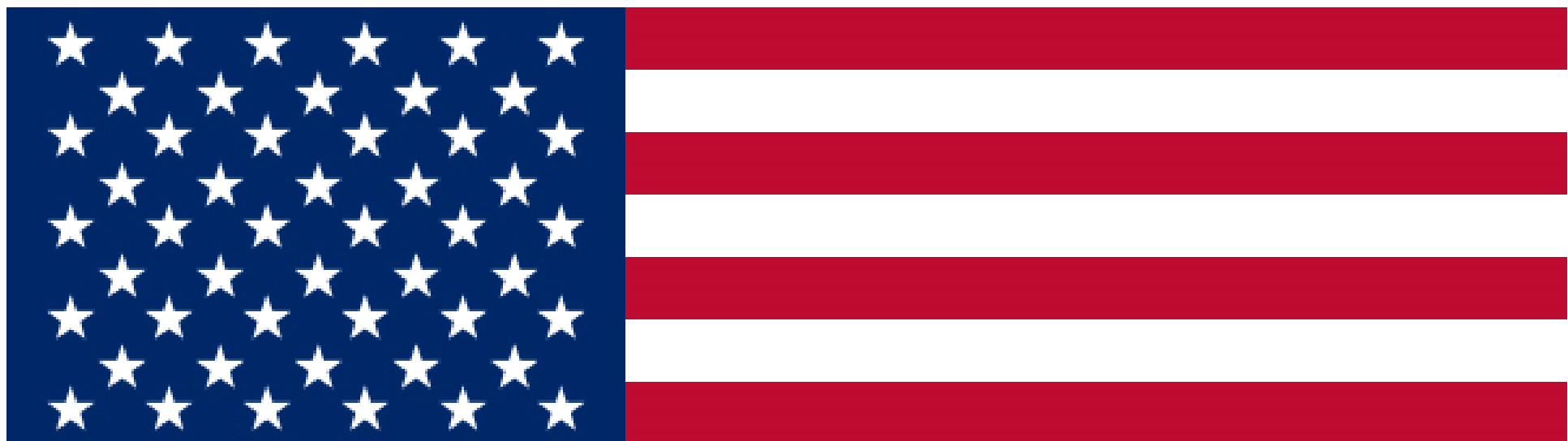
Trish Stiles, Town Administrator

**9. Trustee Comments and Committee Reports**

Mayor and Trustees

**10. Adjournment**

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.



TOWN OF BENNETT, COLORADO  
BOARD OF TRUSTEES  
Regular Meeting  
March 23, 2021

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1. CALL TO ORDER

The Board of Trustees of the Town of Bennett met in regular session on Tuesday, March 23, 2021 virtually via Zoom Link. Mayor Royce Pindell called the meeting to order at 7:00 p.m. The following persons were present upon the call of the roll:

Mayor: Royce Pindell

Trustees Present: Darwin Harrell – *arrived at 7:21 p.m.*  
Whitney Oakley  
Rich Pulliam  
Denice Smith  
Donna Sus  
Larry Vittum

Staff Present: Trish Stiles, *Town Administrator*  
Rachel Summers, *Deputy Town Administrator*  
Taeler Houlberg, *Assistant to the Town Administrator*  
Alison Belcher, *Public Relations Coordinator*  
Sara Aragon, *Community Development Coordinator*  
Steve Hebert, *Planning and Economic Development Manager*  
Gabrielle Renner, *Town Traffic Engineer*  
Dan Giroux, *Town Engineer*  
Melinda Culley, *Town Attorney*  
Christina Hart, *Town Clerk*

Public Present: Kathy Smiley, Larry Gayeski

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Royce Pindell.

### 3. APPROVAL OF AGENDA

TRUSTEE PULLIAM MOVED, TRUSTEE VITTUM SECONDED to approve the agenda as presented. The voting was as follows:

YES: Oakley, Pindell, Pulliam, Smith, Sus, Vittum

NO: None

EXCUSED: Harrell

Mayor Royce Pindell declared the motion carried by unanimous vote.

### 4. CONSENT AGENDA

TRUSTEE PULLIAM MOVED, TRUSTEE VITTUM SECONDED to approve the consent agenda as presented.

YES: Pindell, Pulliam, Smith, Sus, Vittum, Oakley

NO: None

EXCUSED Harrell

Mayor Royce Pindell declared the motion carried by unanimous vote.

**A. Action:** Approval of March 9, 2021 Regular Meeting Minutes.

Mayor Royce Pindell declared the motion carried by unanimous vote.

### PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

There were no public comments.

### 5. REGULAR BUSINESS

#### **A. Action/Discussion**

#### **1. Business Appreciation Proclamation**

Mayor, Royce D. Pindell, presented a Business Appreciation Proclamation, recognizing that local businesses are the backbone of the Town's economy. The Bennett Board of Trustees wishes to express appreciation for the commitment our business community provided to the Bennett community during the challenging COVID-19 pandemic and supporting the growth of local businesses produces economic stability in our community. Entrepreneurs and small businesses create jobs, innovate and promote the diversification of the local economy. The Town of Bennett Board of Trustees calls upon all citizens to thank our business community for its considerable and long-term contributions to the Town of Bennett. The Bennett Board of Trustees hereby declares the week of March 29 – April 2, 2021, "Bennett Stronger Together" week and urges the community to make a special effort to support our local businesses all year long.

#### **2. First Amendment to Public Improvements Reimbursement Agreement (PIRA) with Gayeski Capital Equities, LLC**

Melinda Culley, Town Attorney, reported to the Board of Trustees, on March 12, 2019, the Board approved a Public Improvements Reimbursement Agreement (PIRA) for the commercial parcels in the Bennett Crossing subdivision. Under the PIRA, the developer – Gayeski Capital Equities, LLC – is entitled to receive 50% of the Town's sales tax and lodging occupation tax revenues derived

from the commercial parcels in Bennett Crossing in order to reimburse the developer for its costs for constructing the public improvements for the development. The maximum reimbursement amount under the PIRA is \$6.27 million with a reimbursement term of up to 20 years.

Gayeski Capital Equities, LLC requested that the PIRA be amended to include the Jagee property. If this amendment is approved, the developer will receive 50% of the Town's sales tax and lodging occupation tax revenues derived from the Bennett Crossing Filing No. 4 property. QuikTrip has consented to the proposed amendment.

Staff supports the proposed amendment to the PIRA because it should accelerate the pay down of the maximum reimbursement amount under the PIRA. For this reason, staff recommends approving Ordinance No. 722-21 to approve a first amendment to the public improvements reimbursement agreement with Gayeski Capital Equities, LLC.

TRUSTEE SMITH MOVED, TRUSTEE VITTUM SECONDED, to approve Ordinance No. 722-21 – An Ordinance approving a First Amendment to Public Improvements Reimbursement Agreement with Gayeski Capital Equities, LLC. Voting was as follows:

YES:	Pulliam, Smith, Sus, Vittum, Oakley, Pindell
NO:	None
EXCUSED:	Harrell

Mayor Royce Pindell declared the motion passed by unanimous vote.

### 3. Special Events Liquor License

Christina Hart, Town Clerk, reported to the Board of Trustees the Town of Bennett and Bennett Arts Council host many special events throughout the year including Bennett Days, the Town's largest annual celebration. In the past, the Town has assisted with permitting and operated under the VFW's liquor license in order to have a beer garden and VIP tent at Bennett Days. However, in order to make event planning more efficient and to accommodate additional yearly events, the Clerk's Department began looking into the Town of Bennett obtaining its own liquor license.

Under Colorado's liquor licensing regulations, the Town of Bennett qualifies for a DR8439 Application for a Special Events Permit. This license would allow the Town to apply for up to 15 special events in a calendar year. Furthermore, the Board's approval of draft Resolution No. 865-21 would waive the requirement to submit the special events permit application to the State Liquor License Enforcement Division for approval. Section 6-2-40(c) of the Bennett Municipal Code gives authority to the Town Clerk to approve an application for a special events permit, thereby allowing the permits to be approved administratively.

The Town would be required to fulfill the following criteria and provide the following documents with the DR8439 application:

- Diagram of area to be licensed
- Application submitted to the Town Clerk at least 30 days prior to the event
- Public notice of the proposed event posted for at least (10) days before approval of the permit by the Town Clerk; no public hearing is required

If opposition to the special events permit were to arise, a public hearing would be scheduled and the application would be brought before the Board of Trustees acting as the Local Licensing Authority.

Upon the approval and issuance of a special events permit, the Town Clerk is required to report those findings to the State Liquor Enforcement Division within ten days. The notification will include the name of the organization, the address of the permitted location and the permitted dates of the special events permit.

All additional liquor license applications will continue to follow the liquor licensing process and will be presented to the Local Licensing Authority during a public hearing. New liquor licenses are required to be approved by the State Liquor Licensing Enforcement Division.

After thorough discussion with the Colorado Liquor Enforcement Division regarding the best option for the Town of Bennett to obtain a liquor license, Staff recommends the Local Licensing Authority approve Resolution No. 865-21 and authorize the Local Licensing Authority to issue a special events permits without approval from the State Licensing Authority.

Following approval of the draft resolution, all DR8439 applications submitted to the Town of Bennett will be approved administratively through the office of the Town Clerk. Regular updates pertaining to special events permits will be given to the Board of Trustees during the quarterly Clerk's Department Progress Report.

TRUSTEE VITTUM MOVED, TRUSTEE OAKLEY SECONDED, to approve Resolution No. 865-21 – A Resolution Authorizing the Local Licensing Authority to issue Special Events Permits without State Approval. Voting was as follows:

YES:	Smith, Sus, Vittum, Oakley, Pindell, Pulliam
NO:	None
EXCUSED:	Harrell

Mayor Royce Pindell declared the motion passed by unanimous vote.

## **6. TOWN ADMINISTRATOR REPORT**

### **Town Administrator**

Trish Stiles, Town Administrator provided the following report;

- March 17, 2021 was the second COVID-19 vaccination clinic at the Bennett Community Center. The coordination of the event made it very successful.
- Staff is working towards finalizing a partnership with Lincoln County Health for additional COVID-19 vaccinations. COVID-19 testing will continue to be held at the Bennett Community Center on Tuesdays. 60 vaccinations will be available on March 30, 2021. April 13 and April 27, 2021 are the next scheduled vaccination clinics.
- Staff has applied for an equity clinic. If approved the next round of vaccinations is scheduled for April 8, 2021.
- Project season is here. RFP's will be available on the Town of Bennett website.
- Kick-off meeting for the Well 6 project begins on Monday, March 29, 2021.
- Discussions with CDOT continue with Marketplace Drive and Exit 304.
- The Retail Coach is visiting Bennett on March 30 and April 1, 2021.



- IREA (Intermountain Rural Electric Association) is attending the weekly DRC (Development Review Committee) meetings.

## 7. TRUSTEE COMMENTS AND COMMITTEE REPORTS

### Whitney Oakley

Trustee Oakley reported on the following;

- Attended the Business Advisory Committee meeting.
- Attended the in-person I-70 Corridor Chamber of Commerce Lunch and Learn – 25 people were in attendance. The outgoing CEO and incoming CEO of IREA attended.

### Larry Vittum

Trustee Vittum reported on the following;

- Attended DRCOG on March 17, 2021.

### Royce Pindell

Mayor Pindell reported on the following;

- Extended condolences on behalf of the Trustees and Town Staff to the victims of the Boulder King Soopers tragedy.

Mayor Pindell called a recess at 7:44 p.m. The meeting resumed at 7:51 p.m.

## 8. EXECUTIVE SESSION

For determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. 24-6-402(4)(e); Kiowa Creek Preserve – MacLennan Open Space.

TRUSTEE SUS MOVED, TRUSTEE PULLIAM SECONDED to go into executive session for: Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. 24-6-402(4)(e); Kiowa Creek Preserve – MacLennan Open Space.

YES: Sus, Vittum, Harrell, Oakley, Pindell, Pulliam, Smith

NO: None

The Mayor declared the motion carried by unanimous vote.

The Board went into executive session at 7:50 p.m.

The Board came out of executive session at 8:44 p.m. The Mayor announced that the Board had been in executive session and the following persons participated virtually in that session: Mayor Royce Pindell, Trish Stiles, Trustee Oakley, Trustee Pulliam, Trustee Vittum, Melinda Culley, Trustee Sus, Trustee Smith, Mayor Pro Tem Harrell, Trustee Vittum Rachel Summers, and Christina Hart. The Mayor asked if there were any matters not included in the motion for an executive session or violations of the Open Meetings Law, and if so, that these concerns be stated for the record. No concerns were presented.

The Board of Trustees resumed the open meeting at 8:45 p.m.

10. Report from Executive Session

Town staff received direction from the Board of Trustees regarding possible negotiations of the acquisition of the Kiowa Creek Preserve – MacLennan open space property.

11. ADJOURNMENT

TRUSTEE VITTUM MOVED, TRUSTEE PULLIAM SECONDED to adjourn the meeting. The meeting was adjourned at 8:46 p.m. Voting was as follows:

YES: Vittum, Harrell, Oakley, Pindell, Pulliam, Smith, Sus

NO: None

The Mayor declared the motion carried by unanimous vote.

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Royce D. Pindell, Mayor

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Christina Hart, Town Clerk

# STAFF REPORT



*welcome neighbors.*

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TO: Mayor and Town of Bennett Board of Trustees

FROM: Taeler Houlberg, Assistant to the Town Administrator

DATE: April 13, 2021

SUBJECT: Intergovernmental Agreement (IGA) with Adams County for Severe Weather Activation Plan (SWAP)

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## Background

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Adams County is seeking partnership with its municipalities to help fund and participate in the Severe Weather Activation Plan (SWAP) program. This program was created to help individuals and families experiencing literal homelessness or lack a fixed, regular and adequate nighttime residence during severe weather activity.

SWAP was designed to provide survival resources to individuals and households experiencing homelessness during extreme weather conditions by distributing motel vouchers to individuals and families, as well as first aid kits, hygiene packs and food, when available.

## SWAP Program

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Below is a list of SWAP program details:

- Provides hotel/motel vouchers for literal persons/households experiencing homelessness during severe weather:
  - Vouchers are valid for the duration of the weather activity.
  - Severe weather is defined as, 1) When the temperature drops below 32 degrees Fahrenheit and wet, 2) below 20 degrees and dry, 3) 95 degrees Fahrenheit and above on two consecutive days.
- When available, provides first aid kits, hygiene packs and food to individuals/households.
- Provides case management to break down barriers to re-housing.
- Assess for Coordinated Entry with the local Continuum of Care (CoC) through the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT), which guides housing placement and will work towards re-housing into safe, stable and healthy housing.
- Almost Home, Inc. runs the voucher program under supervision by Adams County.
- The Homeless Coordinator with Adams County will work with municipalities to identify hotels/motels for the program.
- Sheriff deputies, police officers and outreach workers will be able to complete intakes for the SWAP program:
  - Adams County will train the Sheriff's Office police officers on the program, eligibility requirements and how to make a referral.
- Aggregate data will be tracked and distributed quarterly on the following items:
  - Number of motel vouchers distributed overall;

- Number of people served based on self-reported previous permanent residence;
- Number of people served based on self-reported location they spent the last night; and
- Number of complete VI-SPIDAT assessments by municipality.
- The total cost of the program is \$255,00.

#### Town of Bennett Obligations

- Bennett would enter into an IGA with Adams County for 2021.
  - The IGA is valid for a one-year period.
- Bennett's proportionate share for the program would be \$5,000.
  - If the total program costs are less than the expected \$255,000, funds will be returned to the municipality pro-rata.
- A Town staff member would meet with Adams County Community Safety and Well-being Department staff at least once a month to check in.
- Town staff would support SWAP intake through referrals and assisting with voucher distribution.
  - Adams County would provide a training for applicable Town staff on the program, eligibility requirements and how to make a referral.
- Town Communications Department would share SWAP marketing materials on social media pages.

#### Staff Recommendation

Staff recommends the Board of Trustees approve Resolution No. 869-21 to enter into an IGA with Adams County for the Severe Weather Activation Plan with a Town contribution of \$5,000.

Using the aggregate data collected by Almost Home, Inc. in 2021, the Town can evaluate the efficacy of the program after the first year and determine whether to renew the IGA with Adams County if the pilot program is continued in 2022.

#### Attachments

1. Severe Weather Activation Plan IGA
2. Draft Resolution No. 869-21

**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND THE CITIES OF COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, WESTMINSTER, AND THE TOWN OF BENNETT FOR CONTRIBUTIONS TOWARDS MOTEL VOUCHERS FOR THE SEVERE WEATHER ACTIVATION PLAN PROGRAM**

This Intergovernmental Agreement (“IGA”) is made on this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Suite C5000A, Brighton, Colorado 80601, hereinafter referred to as “County” and the City of Commerce City, Colorado, located at 7887 East 60<sup>th</sup> Avenue, Commerce City, Colorado 80022; the City of Federal Heights, Colorado, located at 2380 West 90<sup>th</sup> Avenue, Federal Heights, Colorado, 80260; the City of Northglenn, Colorado, located at 11701 Community Center Drive, Northglenn, Colorado 80233; the City of Thornton, Colorado, located at 9500 Civic Center Drive, Thornton, Colorado 80229; the City of Westminster, Colorado, located at 4800 West 92<sup>nd</sup> Avenue, Westminster, Colorado 80031; and the Town of Bennett, located at 207 Muegge Way, Bennett, Colorado 80102; collectively referred to herein as “Municipalities”. The County and Municipalities may be collectively referred to herein as the “Parties”.

**WHEREAS**, pursuant to Colo. Const. art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the Parties are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and,

**WHEREAS**, the Parties intend to enter this IGA to address the cost associated with the Respite Housing program (“Program”) within Adams County; and,

**WHEREAS**, the Parties intend to fund the Program for one year from January 2021 through December 2021; and,

**WHEREAS**, the total one-year cost of the Program is estimated to be two hundred fifty five thousand dollars (\$255,000); and,

**WHEREAS**, the Parties intend that the proportionate contributions set forth in the Scope of Work be committed to pay the cost of the Program; and,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

## **SECTION 1- SCOPE OF THE IGA**

The Parties will perform their obligations under this IGA according to the Scope of Work, attached hereto and fully incorporated herein as Attachment A.

## **SECTION II- TERM OF THE IGA**

The Term of this IGA shall be for a one-year period ending on December 31, 2021.

## **SECTION III- ALLOCATION OF COSTS**

The Municipalities agree to pay funds in accordance with the attached Scope of Work directly to Adams County no later than May 1, 2021. In the event the Program cost is less than the combined Municipal contribution, the Parties agree that the excess funds will be returned to the Municipalities pro rata.

## **SECTION IV- ANNUAL APPROPRIATIONS**

Nothing herein shall constitute a multiple fiscal year obligation of any Party pursuant to Article X, Section 20, of the Colorado Constitution (TABOR). Each Party's financial obligations under this Agreement are contingent upon its legislative body's annual appropriation of funds to discharge the obligations set forth in this Agreement.

## **SECTION V - INDEPENDENT CONTRACTOR**

In providing services under this IGA, the County acts as an independent contractor and not as an employee of the Municipalities. The County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this IGA. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of the Municipalities because of the performance of any services or work under this IGA. The County, at its sole expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from the Municipalities. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this IGA.**

## **SECTION VI - NONDISCRIMINATION**

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

## **SECTION VII- HOLD HARMLESS**

Each Party assumes responsibility for the actions and/or omissions of its agents and its employees in the performance or failure to perform under this Agreement, and further, each Party, to the extent authorized by law, agrees to hold harmless the other for such actions or omissions of its own employees and/or agents. It is agreed that such liability for actions and omissions of agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, no Party waives nor intends to waive, as to any person not a party to this Agreement the limitations on liability which are provided to each party under the Colorado Governmental Immunity Act § 24-10-101, C.R.S.

## **SECTION VIII - INSURANCE AND GOVERNMENTAL IMMUNITY**

During the term of this IGA, the County agrees to maintain insurance in all forms and types as required by law through either commercial policies or self-insurance. Nothing in this IGA shall be construed as a waiver by any party of any provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.

## **SECTION IX - TERMINATION**

Any Party may terminate its participation in this IGA upon the provision of written notice to the other Parties at least 30 days prior to the effective date of the termination. No funds will be returned to any Party due to termination of this agreement.

## **SECTION X - MUTUAL UNDERSTANDINGS**

### **A. Jurisdiction and Venue**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with the 17<sup>th</sup> Judicial District, Colorado.

### **B. Compliance with Laws**

During the performance of this IGA, the Parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present. Without limiting the generality of the foregoing and as applicable, the Parties expressly agree to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this IGA that are considered to be “Protected Health Information.”

C. Record Retention

The County shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this IGA is terminated, unless otherwise provided or required by law. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

D. Assignability

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by any party without the prior written consent of the Parties.

E. Waiver

Waiver of strict performance or the breach of any provision of this IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Notice

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this IGA, any and all notices shall be addressed to the contacts listed below:

For the County:

Attn: County Manager's Office  
4430 South Adams County Parkway  
Brighton, CO 80601  
Phone: 720-523-6829  
Facsimile: 720-523-6045

For the Municipalities:

City of Commerce City  
Attn: City Manager  
7887 East 60<sup>th</sup> Avenue  
Commerce City, CO 80022  
Phone: 303-289-3600  
Facsimile: XXX



City of Federal Heights  
Attn: City Manager  
2380 West 90<sup>th</sup> Avenue  
Federal Heights, CO 80260  
Phone: 303-412-3525  
Facsimile: XXX

City of Northglenn  
Attn: City Manager  
11701 Community Center Drive  
Northglenn, CO 80233  
Phone: 303-450-8709  
Facsimile: XXX

City of Thornton  
Attn: City Manager  
9500 Civic Center Drive  
Thornton, CO 80229  
Phone: 303-538-7200  
Facsimile: 303-538-7562

City of Westminster  
Attn: City Manager  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031  
Phone: 303-658-2006  
Facsimile: 303-706-3921

Town of Bennett  
Attn: Town Administrator  
207 Muegge Way  
Bennett, CO 80102  
Phone: 303-644-3249  
Facsimile: 303-644-4125

H. Integration of Understanding

This IGA contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

This IGA may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

K. Parties Interested Herein

Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

L. Severability

If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

M. Authorization

Each Party represents and warrants that it has the power and ability to enter this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

**IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.**

**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER

Approved as to form:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adams County Attorney's Office

**CITY OF COMMERCE CITY, COLORADO**

**By:** \_\_\_\_\_  
Roger Tinklenberg, Interim City Manager

ATTEST:

\_\_\_\_\_  
Dylan Gibson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Swann, Attorney

**CITY OF FEDERAL HEIGHTS, COLORADO**

\_\_\_\_\_  
, Mayor

ATTEST:

\_\_\_\_\_  
Patti K. Lowell, City Clerk

\_\_\_\_\_  
William P. Hayashi, City Attorney

**CITY OF NORTHGLENN, COLORADO**

**CITY OF THORNTON, COLORADO**

**By:** \_\_\_\_\_  
Kevin S. Woods, City Manager

ATTEST:

\_\_\_\_\_  
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Mallonee, Acting City Attorney

**CITY OF WESTMINSTER, COLORADO**

**By:** \_\_\_\_\_  
Donald M. Tripp, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Parker, City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
David Frankel, City Attorney



**TOWN OF BENNETT**

\_\_\_\_\_  
Royce D. Pindell, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christina Hart, Town Clerk

## ATTACHMENT A

### SCOPE OF WORK

#### Executive Summary

Adams County is seeking to partners with its municipalities to help fund the Severe Weather Activation Plan (SWAP). Information on SWAP is attached to this IGA as Attachment B. SWAP was originally created to serve households during severe weather: 1) When the temperate dropped below 32 degrees Fahrenheit and wet, 2) below 20 degrees and dry, 3) or 95 degrees Fahrenheit and above on two consecutive days. This program will provide motel vouchers for people experiencing literal homelessness, or those that lack a fixed, regular, and adequate nighttime residence, dependent on weather. Sheriff deputies, police officers, and outreach workers will be able to complete intakes for the SWAP portion of the program. Almost Home, Inc. will operate the program with support from Adams County's Community Safety and Well-being Department.

#### SWAP Program

SWAP is designed to provide survival resources to individuals and households who are experiencing literal homelessness. This program will provide motel vouchers to individuals and families, as well as first aid kits, hygiene packs, and food, when available. This program will also provide supportive case management to break down barriers to re-housing, assess for Coordinated Entry with the local Continuum of Care (CoC) through the use of the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT), which guides housing placement, and will work towards re-housing into safe, stable, and healthy housing. Almost Home, Inc. will operate this program and local police departments, The Sheriff's Office, and other potential partners would have access to the Coordinated Entry system.

#### Contributions for Severe Weather Activation Program (SWAP)

Municipalities	Contribution	Notes
Adams County	\$200,000	Includes Adams County General Fund and allocation from ESG-CV1, ESG-19, and ESG-20 through the Department of Local Affairs
City of Commerce City	\$10,000	
City of Federal Heights	\$10,000	
City of Northglenn	\$10,000	
City of Thornton	\$10,000	
City of Westminster	\$10,000	
Town of Bennett	\$5,000	
<b>Total</b>	<b>\$255,000</b>	

Municipalities that contribute at least \$10,000 will be able to have their local police department distribute the vouchers after hours, including nights and weekends, after receiving training from Almost Home. The municipal contributions would increase the budget and allow for additional funding towards providing motel vouchers for people experiencing homelessness in the County. This budget includes motel vouchers, flex funds, and staffing for Almost Home, Inc.

## Budget Expenses

Expenditures	Projected Budget
Staffing	\$55,000
Vouchers	\$185,000
Flex Funds	\$15,000
<b>Total</b>	<b>\$255,000</b>

## Municipal Engagement

The Adams County Poverty Reduction Team, specifically the Homelessness Coordinator, will continue to partner with municipalities to ensure motels are identified and the SWAP program is reaching those who are most in need of assistance. The Homelessness Coordinator will assist Almost Home, Inc. and municipalities in collaborating to identify different motel locations so that each area has sufficient coverage based on the need. Municipalities can refer clients to SWAP when activated. Eligibility requirements include: The individual or family is experiencing literal homelessness (definition: lack a fixed, regular, and adequate nighttime residence) in Adams County or the City of Westminster including the portion in Jefferson County.

## Scope of Work

Adams County	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>• Provide oversight to Almost Home, Inc. in their efforts and ensure program is meeting its intended outcomes and objectives.</li> <li>• Set up, attend, and facilitate monthly meetings with the municipalities to assess programs, policies, and processes.</li> <li>• Process Almost Home, Inc.'s invoices within 30 days.</li> <li>• Set up at least one training with Adams County Sheriff's Office police officers on the SWAP program, outlining eligibility requirements, and how to make a referral.</li> </ul>
<b>Reports</b>	<ul style="list-style-type: none"> <li>• Report successes, challenges, and outcomes of motel voucher program for Emergency Solutions Grant funding through the Division of Local Affairs on a quarterly basis.</li> </ul>

Municipalities	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>• Provide agreed-upon funding for SWAP program.</li> <li>• Have staff member (most likely outreach contact) meet with Adams County Community Safety and Well-being Department staff at least once a month to check-in.</li> <li>• Set up at least one training with municipal police officers on SWAP program, outlining eligibility requirements, and how to make a referral.</li> <li>• Support SWAP intake through referrals and/or assisting with voucher distribution.</li> <li>• Share SWAP marketing materials on social media pages.</li> </ul>
<b>Reports</b>	None

<b>Almost Home, Inc.</b>	
<b>Responsibilities Under a Separate Agreement with Adams County</b>	<ul style="list-style-type: none"> <li>• Distribute motel vouchers during activation days.</li> <li>• Provide aggregated data on number of motel vouchers distributed overall, number of people served based on self-reported previous permanent residence, number of people served based on self-report location they spent the last night, number of complete VI-SPIDAT assessments by municipality, and intake information to Adams County Community Safety and Well-being Department Staff and contributing municipal partners on a quarterly basis.</li> <li>• Input intake assessments in the Homeless Information Management System (HMIS).</li> <li>• Ensure at least 80% of clients have completed the VI-SPDAT</li> <li>• Ensure that 100% of case management services are offered to 100% of all clients.</li> <li>• Ensure at least 60% of clients receive case management services</li> </ul>
<b>Reports</b>	Send report to Adams County Community Safety and Well-Being Department and participating partners quarterly on success, challenges, outcomes, and programmatic suggestions.

## ATTACHMENT B



Do you have a Mental Health disability? ☐ No ☐ Yes If willing, what is it?

- If yes, is this a long-term disease that impairs your ability to hold a job or live independently?  
☐ Yes ☐ No

Do you have a Physical Disability? ☐ No ☐ Yes If willing, what is it?

- If yes, is this a long-term disease that impairs your ability to hold a job or live independently?  
☐ Yes ☐ No

Do you have a Developmental Disability? ☐ No ☐ Yes If willing what is it?

- If yes, is this a long-term disease that impairs your ability to hold a job or live independently?  
☐ Yes ☐ No

Are you experiencing homelessness because you are fleeing Domestic Violence, Sexual Assault or Stalking?

☐ Yes ☐ No

If SWAP client has a family currently with them, please provide the following:

Household Member	Relationship	Date of Birth	Gender	Race	Ethnicity	Veteran (Y/N)	Disabling Condition (Y/N)

City and State of Last Permanent Residence:

County of Last Permanent Residence:

☐ Adams ☐ Denver ☐ Jefferson ☐ Broomfield ☐ Boulder ☐ Arapahoe ☐ Douglas ☐ Weld ☐ Larimer ☐ El Paso ☐ Teller ☐ Pueblo ☐ Summit ☐ Mesa

Other Colorado County:

Out of State County:

Is the motel/hotel voucher Approved? ☐ Yes ☐ No Reason for Disapproval:

Does client need transportation? ☐ Yes, to hotel using RTD. ☐ No

Voucher Number:

Identity Verification: ☐ CO ID ☐ Out of State ID (State) ☐ Other form of ID

Hotel Referred To: ☐ Quality Inn Brighton

Emergency Contact Name:

Phone:

**RESOLUTION NO. 869-21**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ADAMS COUNTY FOR CONTRIBUTIONS TOWARDS MOTEL VOUCHERS FOR THE SEVERE WEATHER ACTIVATION PLAN PROGRAM**

**WHEREAS**, there has been proposed an Intergovernmental Agreement (“IGA”) between the Town, the Board of County Commissioners of Adams County and other municipalities in Adams County addressing the cost associated with a Respite Housing program (“Program”) known as the Severe Weather Activation Plan.

**WHEREAS**, contributions towards the cost of the Program are set forth proportionately in the Scope of Work included in Exhibit A to the IGA; and,

**WHEREAS**, the Town of Bennett will contribute \$5,000 to the Program; and

**WHEREAS**, the Town is authorized to enter into the IGA pursuant to applicable law, including without limitation, Section 18(2)(a) of Article XIV of the Colorado Constitution, C.R.S. 29-1-201 et seq. and C.R.S. § 31-15-401(k); and

**WHEREAS**, the Board of Trustees finds that the IGA is in the best interest of the Town and its citizens.

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

**Section 1.** The Intergovernmental Agreement Between Adams County, Colorado and the Cities of Commerce City, Federal Heights, Northglenn, Thornton, Westminster, and the Town of Bennett for Contributions Towards Motel Vouchers for the Severe Weather Activation Plan Program (the "IGA") is hereby approved in essentially the same form as the copy of such IGA accompanying this Resolution.

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

**Section 3.** The Mayor, Town Administrator and Town staff are hereby authorized to execute all documents and do all other things necessary on behalf of the Town to perform the obligations of the Town under the IGA.

**INTRODUCED, READ AND ADOPTED THIS 13<sup>th</sup> DAY OF APRIL, 2021.**

TOWN OF BENNETT

\_\_\_\_\_  
Royce D. Pindell, Mayor

ATTEST:

\_\_\_\_\_  
Christina Hart, Town Clerk

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT FOR CONTRIBUTIONS TOWARDS  
MOTEL VOUCHERS FOR THE SEVERE WEATHER ACTIVATION PLAN  
PROGRAM**

**QUASI-JUDICIAL PUBLIC HEARING SCRIPT  
BOARD OF TRUSTEES**

**MAYOR:** I will now open the public hearing on the following application: An application for **Case No. 20.25 the Bennett Village Final Plat.**

The purpose of the hearing is to provide a public forum for all interested parties who wish to comment on an application before the Board of Trustees. If you wish to speak please write your name and address in the chat box and you will be called on.

The Procedure for the public hearing will be as follows:

FIRST, there will be a presentation by the Town Staff.

NEXT, we will have a presentation by the applicant.

After these two presentations we will allow people who signed up in the chat box speak for up to 3 minutes each. Please DO NOT REPEAT points made by others. It is fine to say, "I agree with the previous speaker's comments". Please direct your comments to the Trustees, not the applicant or Town staff.

After receiving public comments, we will allow the applicant an opportunity to respond.

Next, the Board of Trustees may ask questions of anyone who testified.

I will then close the public hearing and no further testimony or other evidence will be received. The Board of Trustees will discuss the matter and may take some kind of action.

Public hearings are recorded for the public record. All testimony must be presented, after you give your full name and address.

**MAYOR:** Do we have proper notification?

*[Town Clerk to confirm on record notice has been provided]*

Do any Trustees have any disclosures?

*[Trustees to disclose conflicts of interests, ex parte contacts, etc]*

Mr. Hebert, please introduce the applicant and provide your staff report.

*[Staff presentation]*

Will the applicant or the applicant's representative present the application?

*[Applicant presentation]*

Do any of the Trustees have questions of the applicant or Town Staff?

*[Question and Answer]*

**MAYOR:** I will now open the public comment portion of the public hearing. For those wishing to speak, please clearly state your name and address for the record.

Has anyone signed up to speak at this public hearing?



*[If more than one person has signed in, call them in order.]*

Is there any interested party in the audience that has not signed up but who wishes to speak regarding the application?

*[Additional public comment]*

If there is no more public comment, I will now close the public comment portion of the public hearing.

**MAYOR:** Does the applicant wish to respond to any of the comments?

*[Opportunity for applicant to provide any rebuttal evidence]*

**MAYOR:** Before we turn to Trustee questions and deliberation, I want to state that the documents included within the record for this public hearing include all application materials submitted by the applicant; all materials included in the Board of Trustee packets; any PowerPoint or other presentations given tonight; all written referral and public comments received regarding the application; the public comment sign-up sheet; the public posting log and photographs of the notice, and the Town's subdivision and zoning ordinances and other applicable regulations. Does anyone have any objection to inclusion of these items in the record?

**MAYOR:** I will now close the public hearing and the Trustees will deliberate on the evidence presented. During deliberations, the Trustees may ask questions of Town staff, but no further public comment or other testimony or evidence will be received.

Who would like to begin?

Who is next?

Any other questions or comments?

**MAYOR:** We have a draft Resolution in front of us and I would entertain a motion.

May we have a Roll-Call vote?

Motion carries/fails.

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Steve Hebert, Planning and Economic Development Manager  
DATE: April 13, 2021  
SUBJECT: Case No. 20.25 – Bennett Village Final Plat (Previously Worthman Acres)

**Applicant:** The Cline E. Worthman Trust, Owner's Representative/Developer - Chad Ellington, Section 27 LLC

**Location:** South of Kiowa Avenue between Elm and Custer Streets (See Vicinity Map)

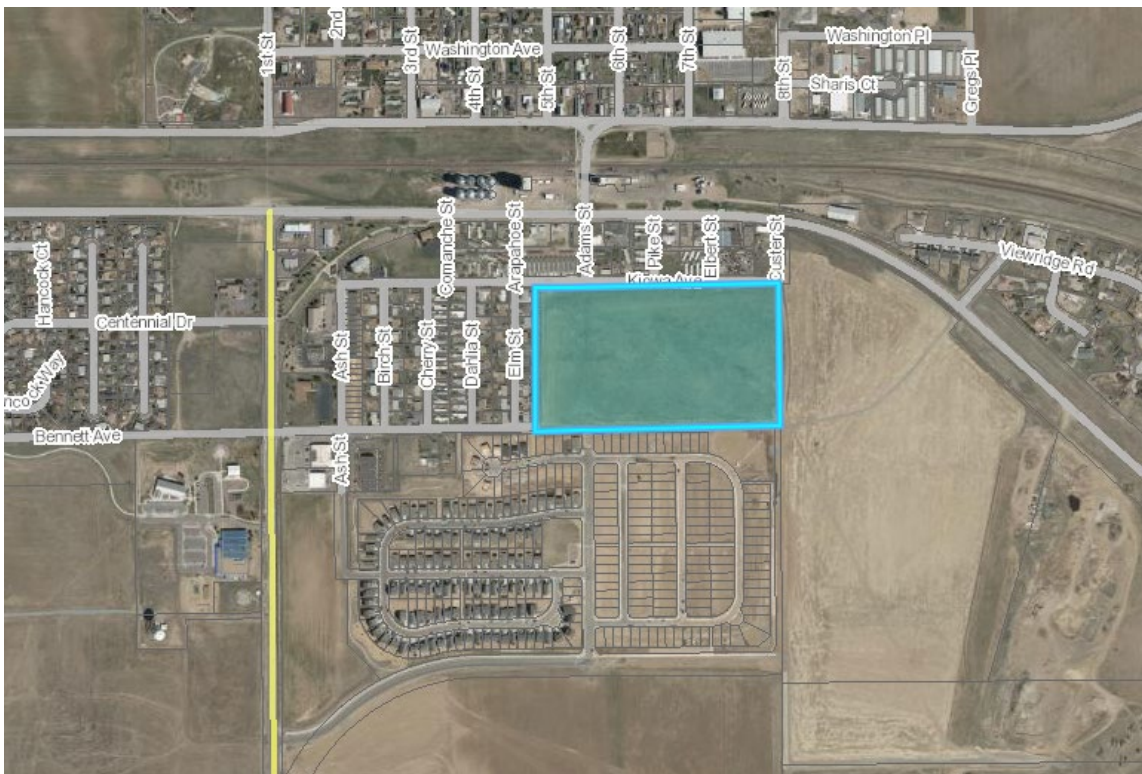
**Purpose:** Final Plat to Create 133 Lots for Single-Family Detached Homes

## Background

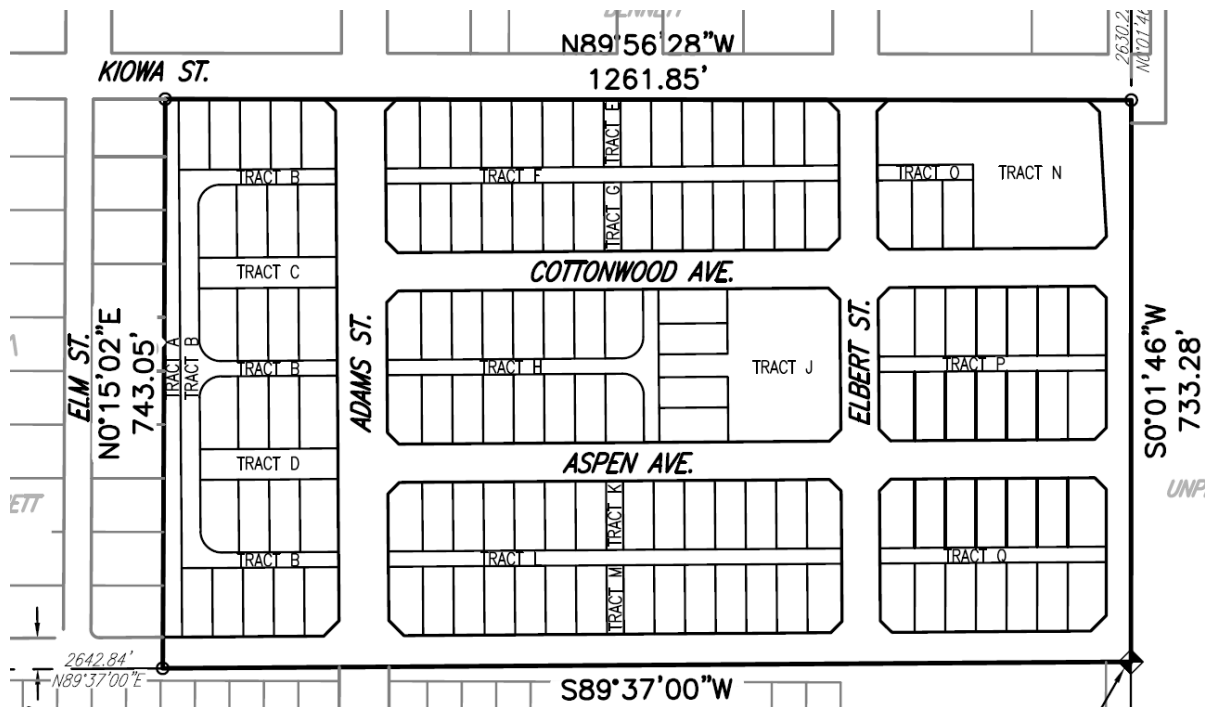
Case No. 20.25 is a proposed final plat to subdivide 21.4 acres into 133 lots for single-family detached homes. The property is zoned MH – Mobile Home District. Traditional single-family homes are allowed in the MH district.

The property is located immediately east of the Brothers Four subdivision, bounded on the north by Kiowa Street, on the south by Bennett Avenue and on the east by the Custer Street alignment. See the vicinity map below.

Vicinity Map



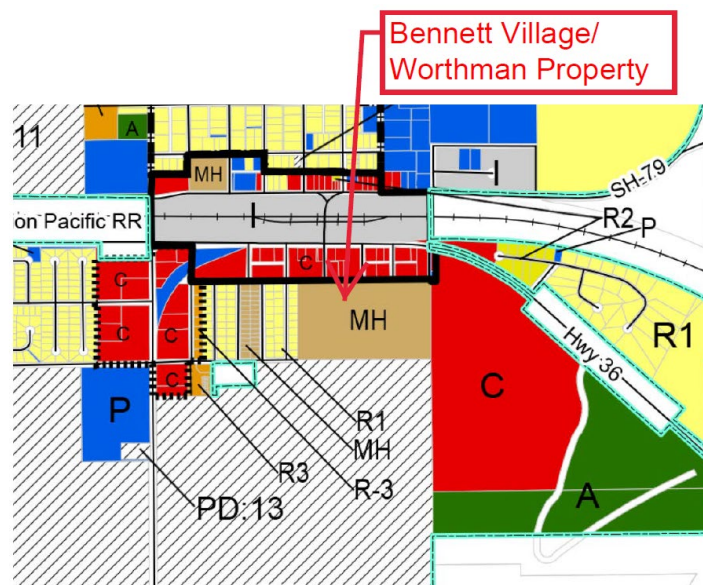
The map below shows the proposed lot and street configuration for the Bennett Village Final Plat. The proposed gross density is 6.21 dwelling units per acre. The average lot size is 3,757 square feet.



Tracts B, F, H, L, O, P and Q are alleys. All homes will have alley-loaded garages. Various other tracts include a park (Tract J), trail connections (Tracts E, G, K and M), a landscape buffer (Tract A) and a detention pond (Tract N). See the attached Bennett Village Final Plat for more detail.

## Zoning and Land Use Regulations

The map below shows the zoning in the surrounding area, including a mix of residential, commercial and public zone districts and land uses.



Direction	Adjacent Zone District	Land Use
North	C – General Commercial District	Commercial and Residential
East	C – General Commercial District	Vacant
South	PD – Planned Development	Residential, Bennett Crossing (LGI)
West	R-1 – Low Density Residential	Residential

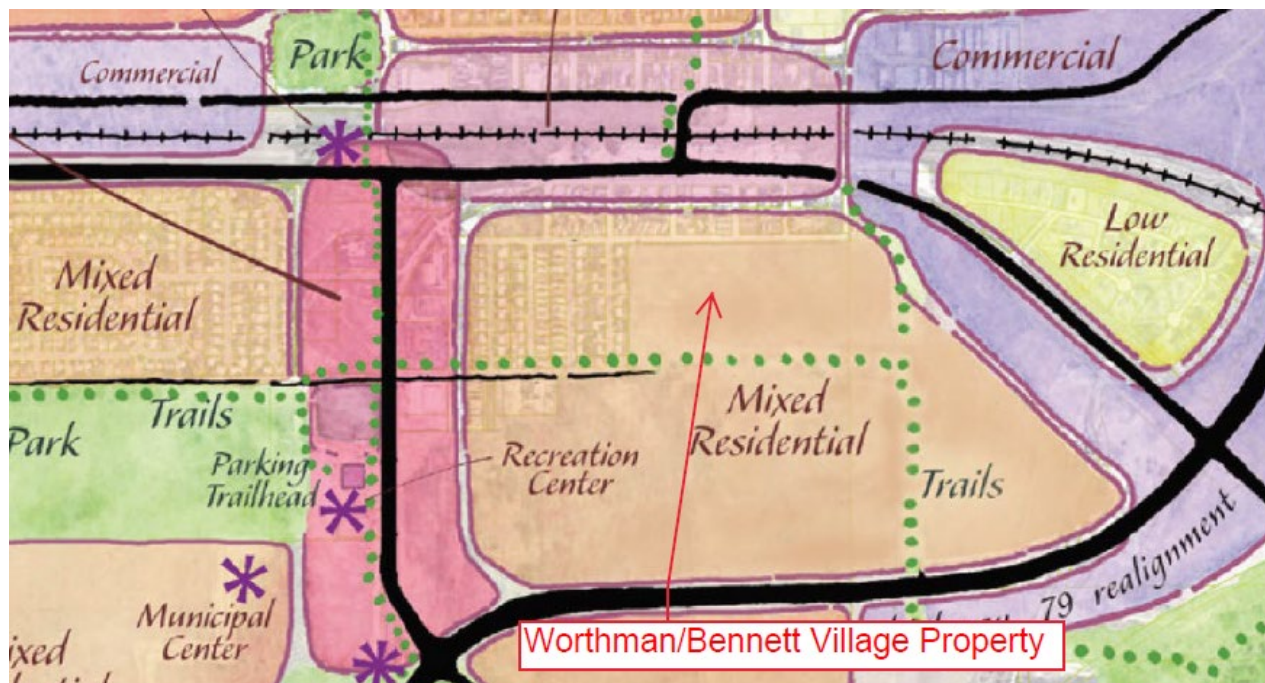
Below are the primary lot and building standards for the MH District.

Minimum Lot Area	3,250 square feet
Minimum Lot Width	40 feet
Maximum Lot Coverage	75%
Maximum Height (Principal Structure)	20 feet

As proposed, the final plat can accommodate these standards. However, with the maximum building height at 20 feet, the subdivision would be limited to single-story homes. The applicant is working with a homebuilder who is considering a two-story design that would result in a home taller than the MH maximum height limitation. The appropriate zoning to accommodate a two-story home, on lots sizes as proposed, would be R-2 – Mid Density Residential. If the applicant pursues a rezoning, it will require public hearings by the Planning and Zoning Commission and the Town Board of Trustees. Regardless, the current plat application is consistent with either the MH District or the R-2 District.

## Comprehensive Plan

The illustration below is an excerpt from the 2015 Comprehensive Plan. The Town Centre Land Use Concept recommends Mixed Residential for the subject property.





## Public Services and Utilities

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### Water

Water will be provided by the Town of Bennett. See the attached Town Engineer's memorandum.

### Sanitary Sewer

Sanitary sewer will be provided by the Town of Bennett. See the attached Town Engineer's memorandum.

### Stormwater Management

Stormwater will be collected and conveyed in accordance with Town standards to prevent any on-site or off-site flooding. See the attached Town Engineer's memorandum.

### Access, Traffic and Streets

Local access is provided by Bennett Avenue and Kiowa Street, as well as a network of interior streets. Alleys will serve rear lot garages. All streets will be built to Town standards. The final plat will dedicate right-of-way for all public streets to be constructed at the developer's expense. See the attached Traffic Impact Study.

Although not required for this subdivision, the extension of Custer Street will be necessary in the future for access to property to the east, as well as for utilities. A note will be added to the plat describing how and when temporary emergency access will be provided along the Custer Street alignment, as well as future right-of-way acquisition on the east side of the street.

### Fire and Rescue

All streets, turn-a-rounds, fire hydrants and water pressure will meet the Bennett-Watkins Fire and Rescue design standards. The development is subject to further hydrant location design review by the Fire District, which must occur prior to issuance of building permits. See the attached Bennett-Watkins Fire response.

### Gas, Electricity and Telecommunications

Natural gas is available from Colorado Natural Gas, electricity from IREA and telecommunications from Eastern Slope Technologies (ESRTA) or Comcast. Appropriate easements for these providers are identified on the final plat.

## Public Land Dedication Requirements

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### Park Land and Public Facilities

The Municipal Code requires ten percent (10%) of the total land area contained within the subdivision to be dedicated to the Town for park land and other public facilities. Ten percent of the 21.4 acres would be 2.14 acres. The final plat identifies various tracts as open space or open space/utility easements, totaling 1.6452 acres. One of those tracts is a narrow landscaping strip (Tract A) along the west side of the property. Town staff is not convinced this should be considered useable open space. However, depending on the final design and landscaping, the detention pond tract, along with the other open space tracts may suffice to meet the dedication requirement. The Town has in the past given credit for stormwater facilities as part of the public land dedication requirement, such as in Bennett Crossing Filing 2 (LGI). As the site plan moves forward, Staff will have the opportunity to further evaluate proposed landscape improvements and determine the eventual plan. All of this will be reflected in a future subdivision agreement, presented to and approved by the Board of Trustees.

### Bennett School District

The Bennett School District 29J has reviewed the proposed subdivision plat and has requested cash-in-lieu of land dedication. This will be addressed in the upcoming subdivision agreement.

## Staff Analysis and Findings

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Per Section 16-4-380 of the Bennett Municipal Code, the Town shall use the following criteria to evaluate the applicant's final plat application:

- A. Does the final plat incorporate recommended changes, modifications and conditions attached to the sketch plan unless otherwise approved by the Planning Commission?

**Staff Finding: The Bennett Village Final Plat includes changes to the sketch plan regarding circulation, street design and lot layout, all of which were discussed during the Planning and Zoning Commission's consideration of the sketch plan in August 2020.**

- B. All applicable technical standards in accordance with this Chapter and adopted Town documents have been met.
  - 1. To establish appropriate standards for subdivision design that will:
    - a. Encourage the development of sound, economical and stable neighborhoods and healthy living environments, in conformance with the goals and policies of the Comprehensive Plan.
    - b. Provide lots of adequate size, configuration and design for the purpose for which they are intended to be used.
    - c. Promote superior design and design flexibility.
    - d. Preserve the significant natural features and environmental quality of the Town.
    - e. Guide the physical development of the Town in ways that complement the Town's character and culture.
    - f. Promote a cohesive sense of community among new and current residents, precluding neighborhood design or restrictions that in any way isolate any neighborhood from the rest of the community.
    - g. Provide complete and accurate public land records.

**Staff Finding: The proposed final plat will accommodate new development that meets the standards of good subdivision design.**

- 2. To establish standards for utilities and other public services that will:
  - a. Provide an efficient, adequate and economical supply of utilities and services to land proposed for development without adverse effects to property that is currently served.
  - b. Ensure that adequate stormwater drainage, sewage disposal, water supply and other utilities, services and improvements needed as a consequence of the subdivision of the land are provided.
  - c. Provide for the reasonable extension of utilities and services to other lands that may be developed in the future.
  - d. Provide the equitable distribution of the cost of new and expanded public services needed to support new land development.

**Staff Finding: The proposed final plat, future subdivision agreement and construction drawings will accommodate extension of utilities and public services to serve new residential neighborhood.**

- 3. To ensure the provision of adequate and safe traffic circulation that will:
  - a. Minimize traffic hazards through appropriate street design, providing safe and convenient vehicular and pedestrian traffic circulation systems.
  - b. Provide adequate vehicular access to abutting properties.
  - c. Provide streets of adequate capacity and appropriate design and function.

**Staff Finding:** The proposed streets and related traffic circulation have been adjusted, per recommendations during the sketch plan process, to assure adequate circulation for residents, visitors and emergency vehicles.

4. To ensure adequate public facilities that will:
  - a. Provide for the recreational, cultural, educational and other public facility needs of the community.
  - b. Facilitate effective law enforcement and fire protection.

**Staff Finding:** The proposed final plat provides a park that accommodates both active and passive activities as well as trails that connect the neighborhood to the surrounding community.

5. To contribute to the proper development of the community in accordance with the goals and policies of the Comprehensive Plan as it may be updated from time to time.

**Staff Finding:** As noted earlier, the proposed plat is consistent with the principles in the 2015 Town of Bennett Comprehensive Plan related to:

- Mixed land uses
- Access to healthy living
- Access to open space, trails and parks
- Contiguous development
- A variety of transportation choices

#### C. Compliance with Zoning Regulations

**Staff Finding:** All lots meet the standards in both the existing MH – Mobile Home District and the R-2 – Mid Density District, if it is rezoned in the future.

### Public Comment

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Notice of the March 15, 2021 Planning and Zoning Commission meeting was published in the Eastern Colorado News, posted on the subject property and sent to all property owners within 300 feet of the property. We had one public inquiry prior to the Planning and Zoning Commission hearing related to construction activities on Kiowa Street. Access to all properties north of Kiowa Street will be maintained during construction. At the Planning and Zoning Commission, a resident of an adjacent property, immediately west of the subject property, expressed concern that there is too much residential development going on in Bennett. Staff notes the zoning and the subdivision plat are consistent with the 2015 Comprehensive Plan.

### Planning and Zoning Commission Recommendation

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The Planning and Zoning Commission considered Case No. 20.25 on March 15, 2021 and has recommended approval of the proposed final plat. See attached Resolution No. 2021-04.

### Staff Recommendation

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Staff finds:

1. The proposed final plat is in compliance with the Subdivision Regulations in Chapter 16, Article IV of the Bennett Municipal Code;
2. The plat has been processed according to Section 16-4-360 and meets the approval criteria in 16-4-380 of the Municipal Code; and
3. The Planning and Zoning Commission recommended approval of the final plat, subject to conditions.

Based upon these findings, staff recommends the Board of Trustees approve Case No. 20.25 – Bennett Village Final Plat and the related Resolution No. 870-21, with the following conditions:

Before recording the final plat, the applicant shall:

1. Update all documents to reflect the new name for the Subdivision – Bennett Village;
2. Update plat notes related to right-of-way, interim emergency access, future public improvements, easements and maintenance in a manner directed by the Town Engineer; and
3. Make other minor modifications as directed by Town staff, Town Engineer and the Town Attorney.

## Attachments

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1. Staff PowerPoint Presentation (PDF)
2. Land Use Application
3. Applicant's Project Narrative
4. Proposed Final Plat
5. Traffic Impact Study
6. Initial Town Engineer's Response (revisions outlined in initial memo incorporated into plat document)
7. Town Attorney Response
8. Bennett-Watkins Fire Rescue Response
9. Bennett School District Response
10. CDOT Response
11. IREA Response
12. Planning and Zoning Commission Resolution No. 2021-04
13. Proposed Board Resolution No. 870-21





# Case No. 20.25 Bennett Village Final Plat

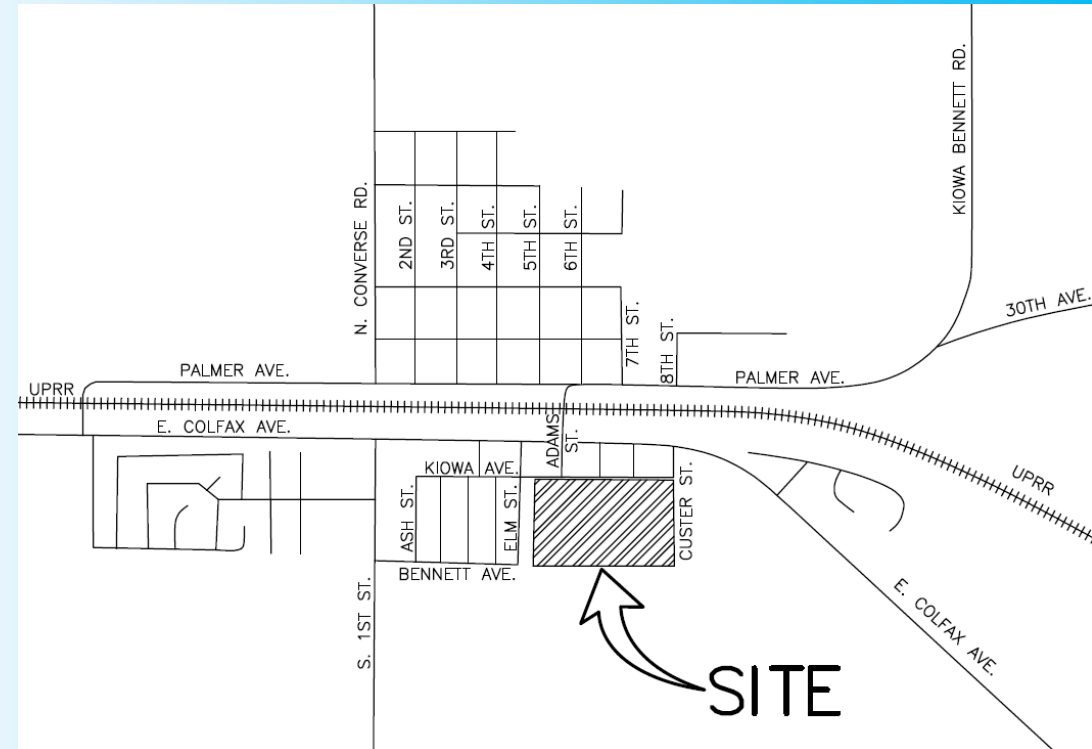
Town Board of Trustees

April 13, 2021

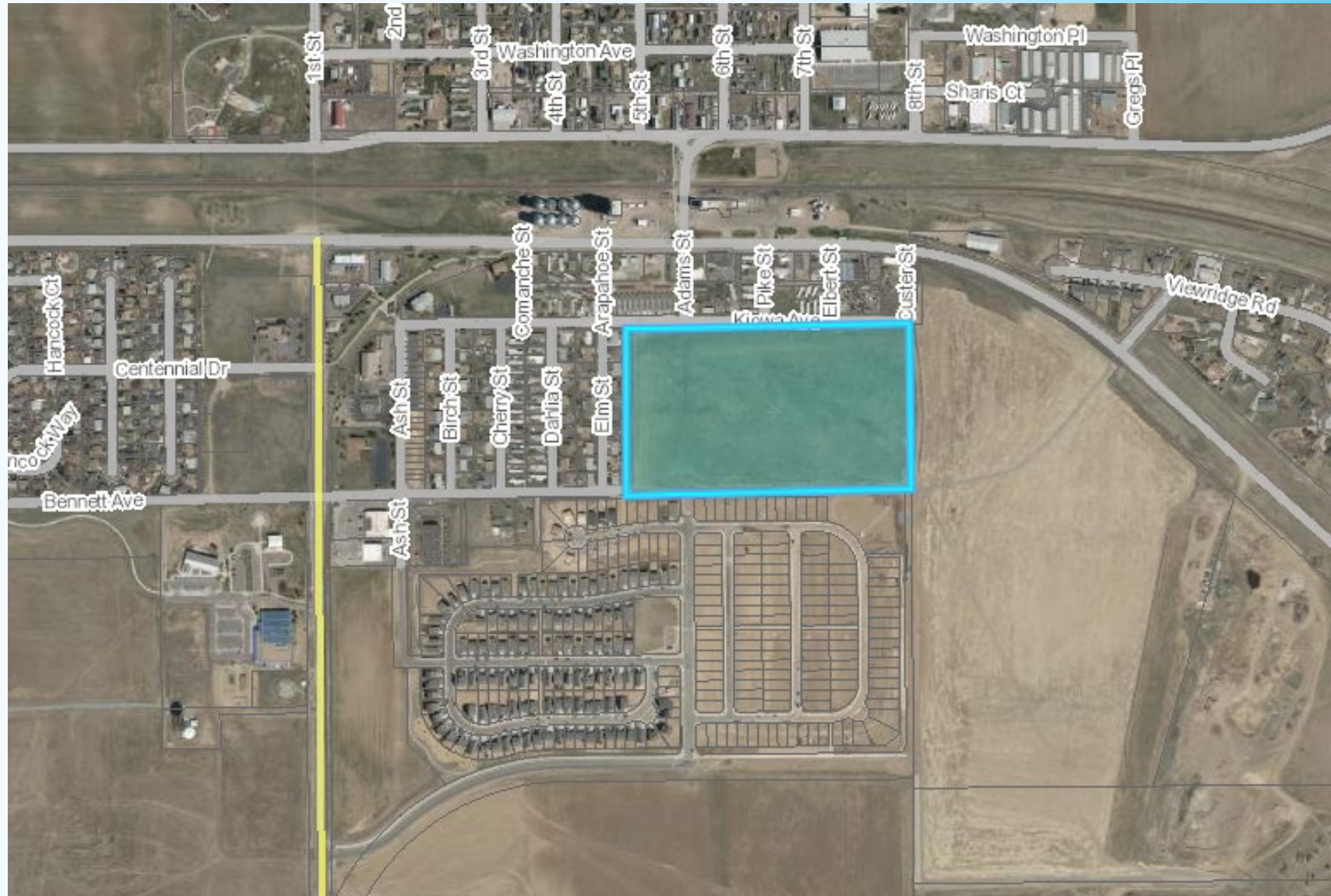
Steve Hebert, Planning & Economic Development Manager

# Proposed Bennett Village Final Plat (Previously Worthman Acres)

- 21.4 Acres
- Zoned MH – Mobile Home District
- Possible future rezoning to R-2
- Subdivide to create 133 lots for single-family homes
- Average lot size is 3,757 sq. ft.
- Alley-loaded garages
- Internal park and trail connections

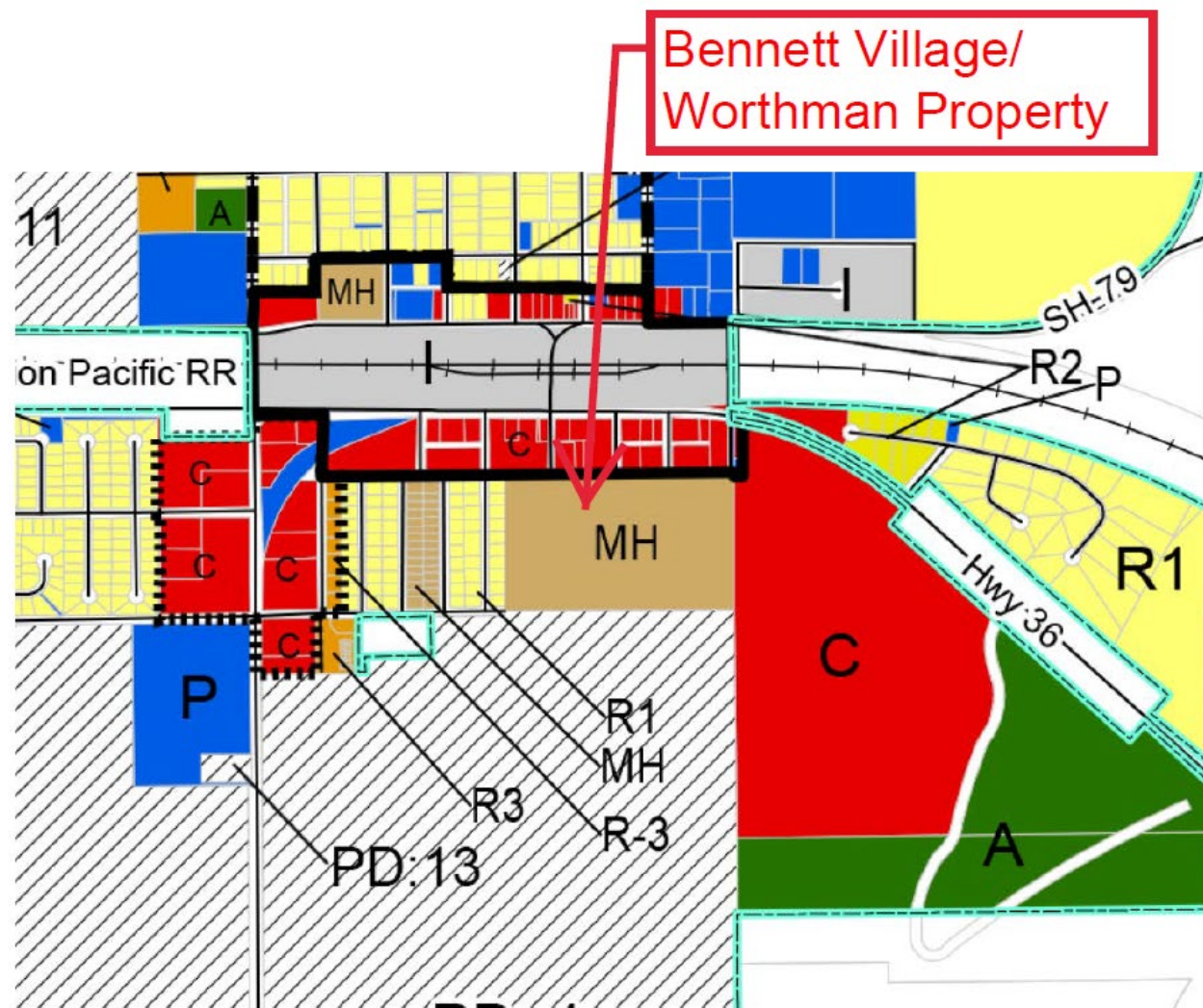


# Satellite Image of the Area

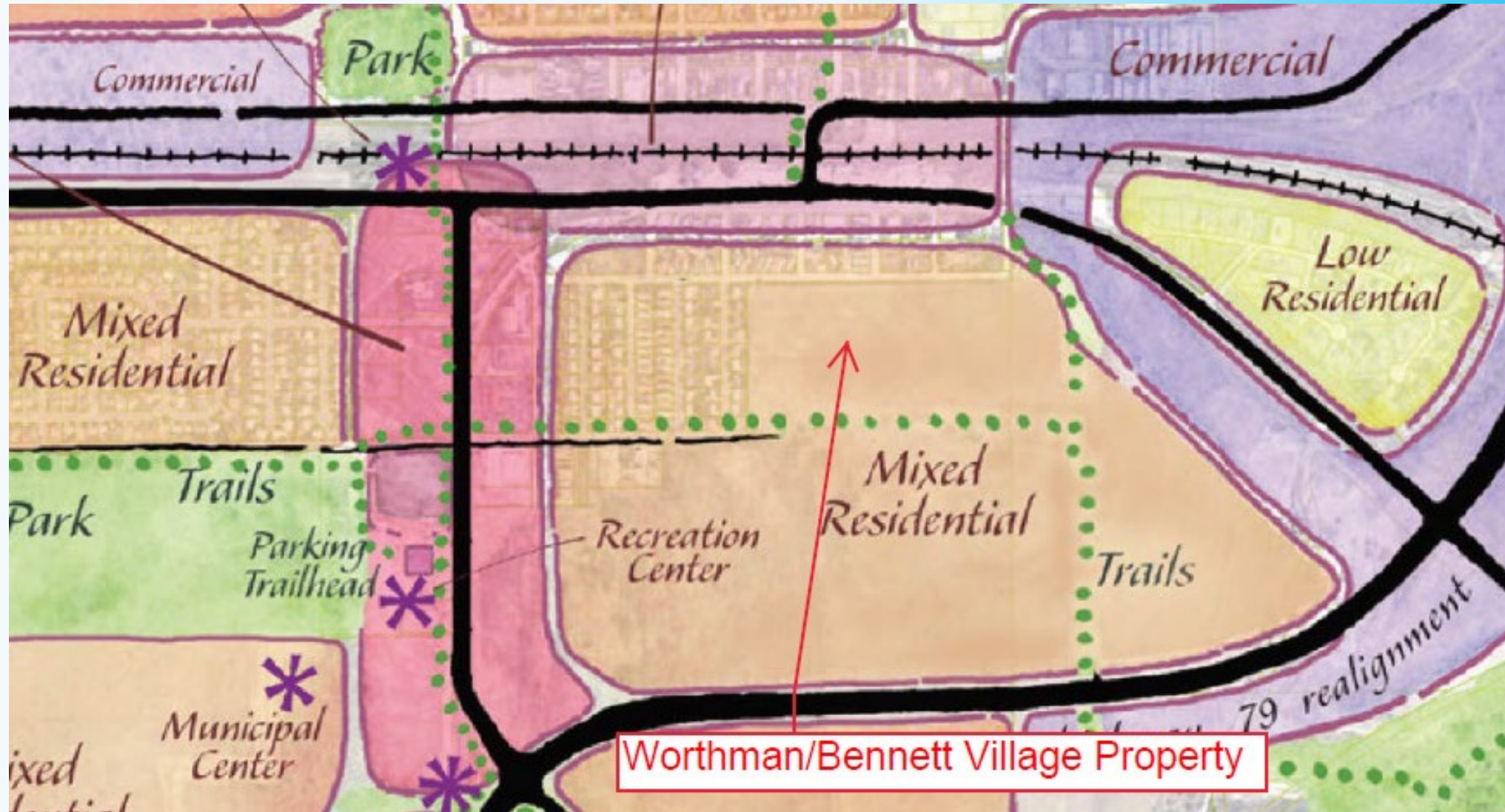




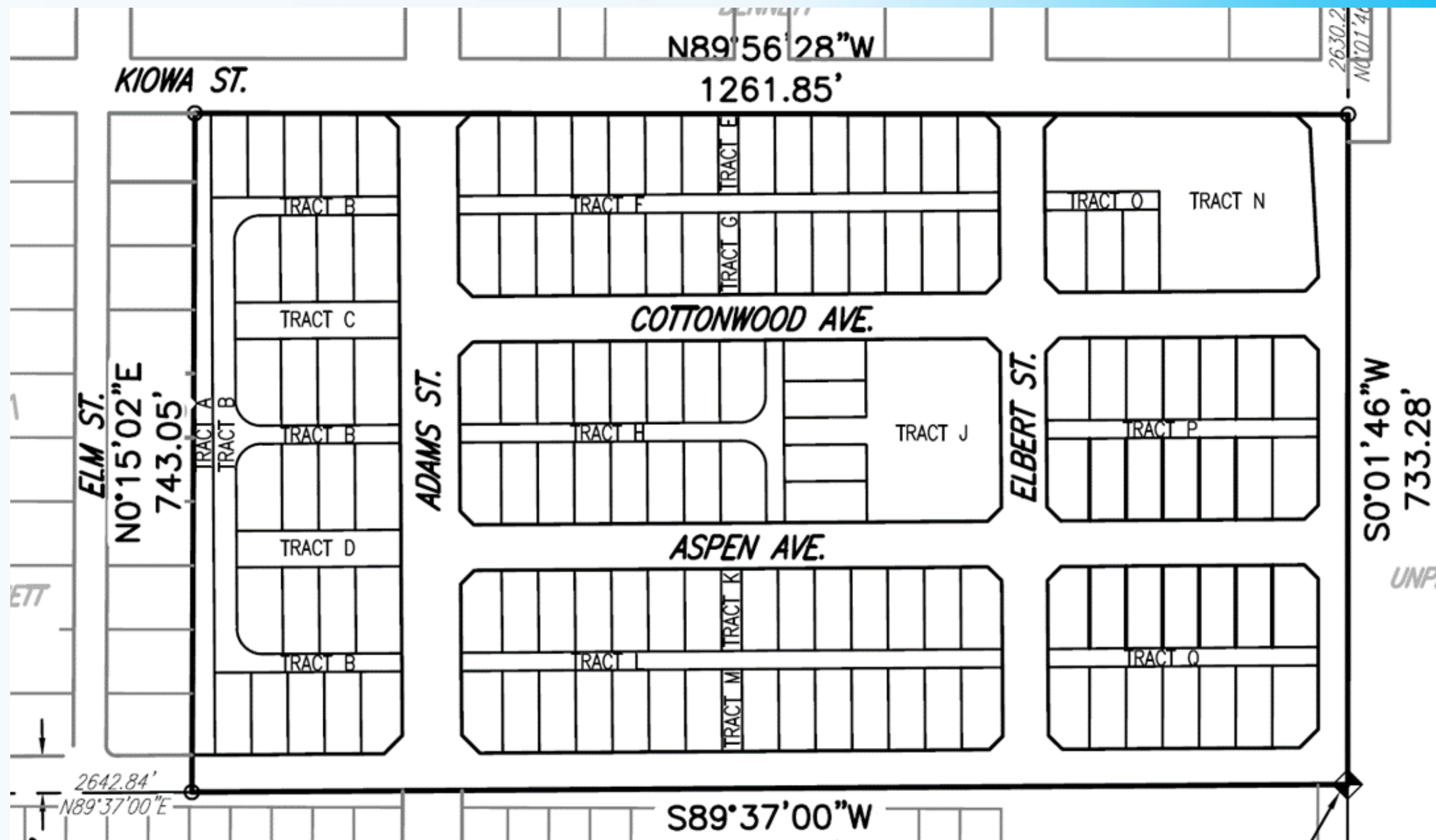
# Bennett Zoning Map



# Comprehensive Plan Recommendation







# Availability of Public Infrastructure

- Access – Improvements to Bennett Avenue, Kiowa Street and new internal streets
- Water and Sewer – Town of Bennett
- Stormwater – On-site detention, off-site conveyance
- Fire Protection – Bennett-Watkins Fire Rescue
- Law Enforcement – Adams County Sheriff
- Electricity – IREA
- Natural Gas – Colorado Natural Gas
- Telecom – Eastern Slope Technologies
- Bennett School District - Cash-in-lieu







# Staff Findings on Case No. 20.25

Staff finds the Bennett Village Final Plat is:

- Generally consistent with the Sketch Plan, with updates and improvements.
- All applicable technical standards in accordance with the Subdivision Regulations and adopted Town documents will be met.
- The proposed lot configuration will accommodate new development that meets the standards of good subdivision design.
- The final plat document will accommodate extension of utilities and public services to serve future development.
- Public facilities include an improved park and trails.
- All lots meet the standards of MH – Mobile Home District (as well as the R-2 District).

# Planning and Zoning Commission Recommendation

On March 9, 2021, the Planning and Zoning Commission adopted Resolution No. 2021-04 recommending approval of the Worthman Acres (Bennett Village) Final Plat, with the following conditions:

Before recording the final plat, the applicant shall:

1. Update plat notes related to easements and maintenance in a manner directed by the Town Engineer; and
2. Make other minor modifications as directed by Town Staff, Town Engineer and Town Attorney.

## Staff Recommendation

Staff recommends the Board of Trustees consider and adopt Resolution No. 870-21, approving the Bennett Village Final Plat, with the following conditions:

Before recording the final plat, the applicant shall:

1. Update all documents to reflect the new name for the Subdivision – Bennett Village;
2. Update plat notes related to right-of-way, interim emergency access, future public improvements, easements and maintenance in a manner directed by the Town Engineer; and
3. Make other minor modifications as directed by Town Staff, the Town Engineer and Town Attorney.

# Town of Bennett Land Use Application Form

## TO BE COMPLETED BY APPLICANT

<b>Application Type:</b>	<input type="checkbox"/> Annexation	<input type="checkbox"/> FDP	<input checked="" type="checkbox"/> Final Plat	<input type="checkbox"/> Variance
	<input type="checkbox"/> Zoning/Rezoning	<input type="checkbox"/> Site Plan	<input type="checkbox"/> Boundary Line Adjustment	<input type="checkbox"/> Sign Permit
	<input type="checkbox"/> ODP	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Other _____

**Primary Contact Name:** Chad Ellington

**Name of Firm:** Section 27, LLC

**Address:** 1150 Delaware Street, #202

City: Denver	State: CO	Zip: 80204	Phone: 303-503-1016
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**Email:** Chad@peakdevgrp.com

**Owner Name:** Paul Worthman, Trustee of the Cline E Worthman Residuary Trust

**Address:** 2773 South Ivan Way

City: Denver	State: CO	Zip: 80227	Phone:
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**Email:** paul.worthman@ucdenver.edu

**Mineral Estate Holder/Lease:** None

**Name of Firm:**

**Address:**

City:	State:	Zip:	Phone:
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**Parcel#:**

**Subdivision Name:**

**Site Address:** Vacant Land - Assessor Parcel No. 181527300014

**Nearest Major Intersection:** Southwest of Custer and Kiowa

**Legal Description:** See Final Plat, generally a part of SW 1/4 of Section 27, T3S, R63W, 6th PM, Bennett, CO

Current Zoning: N/A	Proposed # lots/units: 134
Total Acreage: 21.4	Gross Floor Area: N/A
Proposed Gross Densities (du/ac): 6.26	

**Additional Notes:**

All Submittal Requirements must accompany this application. All applicable fees must be paid at the time of application. Any extraordinary cost incurred by the Town of Bennett in reviewing and processing this application is the responsibility of the applicant.

An executed cost agreement must be attached to this application pursuant to Sec. 16-1-325 of the Bennett Municipal Code.

*I understand this is an application only, it must be approved by the Town, and any required building permits must be obtained before the property can be used in accordance with the request. I hereby acknowledge all of the above information is correct.*

**Applicant's Signature:** Am M. J. **Date:** 10/27/20

**WORTHMAN ACRES****PROJECT NARRATIVE AND VARIANCE REQUEST**

October 23, 2020

On behalf of Section 27, LLC, and Peak Development, we are pleased to make the Final Plat and Construction Plans submittal for Worthman Acres. We want to thank Town staff and their consultants for their assistance as we prepared the documents. We look forward to continuing to work with them as the plat and plans are reviewed and processed for approval. The submittal documents can be reached at:

<https://drive.google.com/drive/folders/12DxvKzJCtZSQRkUpLShbI9H4i7ZVbTy?usp=sharing>

This link can be shared with anyone as needed.

Worthman Acres, as an infill project within the Town of Bennett, presented a number of design challenges due to topography, existing utilities, and adjacent developments. As such, we are requesting a few variances and some assistance from the Town as we work through the process to ultimately develop a project that both the Town and the developer can be proud of. Below is a brief summary of the various design elements, solutions, and variances being requested.

**FINAL PLAT**

We appreciate the feedback we received during the Sketch Plan process in coming up with a land plan that works both for the Town and the development. The main issues concerned the existing rights-of-way for Kiowa Avenue, Custer Street, and Bennett Avenue, including the existing intersecting streets. We have tried to provide reasonable transitions between existing infrastructure that was developed prior to current Town standards and those proposed for this project.

The revised land plan includes Aspen and Cottonwood Avenues running east and west in the project. In order to make the project viable, the existing south right-of-way line of Kiowa Avenue and the north right-of-way of Bennett Avenue from the existing subdivision to the west have been maintained with this project. This allowed for a sufficient number of lots to justify the construction of Aspen and Cottonwood Avenues. Matching the existing rights-of-way does entail some transitions between the existing roads and the proposed continuation with the development of Worthman Acres.

**STREETS**

The existing topography of Worthman Acres is challenging as the property is very flat in both the north / south and east / west directions. Roadway grades meeting Town criteria are proposed where possible, however, variances from Town criteria regarding minimum grades are requested for portions of the site.

**Kiowa Avenue**

The north half of Kiowa Avenue is constructed as a concrete road and is at an approximate 0.3% grade flowing to the east. For the south half of Kiowa Avenue, this same grade is proposed. Because of this, extensive storm sewer is proposed with proposed roadway connections designed to take water off Kiowa Avenue and into the storm sewer system.

Both existing and proposed portions of Kiowa Avenue are within a 60' right-of-way. Current Town standards for 60' rights-of-way would be a Type B Local Street with a 5.5' walk and 5' tree lawn and a 34' flowline width. In order to provide a 6' walk and 5.5' tree lawn on the south side of Kiowa in accordance with a Type C Residential Collector, the proposed flowline will be approximately three feet north of the existing flowline. A 50' transition has been provided to accommodate this offset.

The existing concrete pavement on the north half is not parallel within the right-of-way. As such, the overall flowline width will vary from approximately 34' on the west end to approximately 32' on the east end. If the Town prefers an increased flowline width, the tree lawn could be eliminated, and the walk could become attached. This would provide a flowline width of 37.5' to 39.5'. This would also change

the transition geometry on the west end such that the street widens for the eastbound travel as opposed to narrowing.

### Custer Street

Custer Street is designed as a Type C Residential Collector and the right-of way centered on the section line, the same as that indicated on Bennett Crossing Filing No. 2 to the south. To the north of Kiowa Avenue, the entire road lies on the west side of the section line. We have provided a straight taper transition from Cottonwood Avenue to Kiowa Avenue.

The Town has requested that 24' of pavement be constructed with this project. The pavement, proposed storm sewer, sanitary sewer, and associated grading east of the section line would be in a future right-of-way dedication with the development of the property to the east. Until that occurs, we request the Town's assistance in obtaining any necessary easements from the adjacent property owner.

Due to topographic constraints, a variance is requested to allow minimum grade on Custer Street and Bennett Avenue be reduced to 0.75%

### Bennett Avenue

Existing Bennett Avenue west of the project has an approximately 36' flowline width within a 40.6' right-of-way. There is a three foot wide walk on the north side that falls outside the right-of-way. On the south side is a four foot wide walk that was constructed with Bennett Crossing Filing No. 2.

Because the narrow right-of-way was continued with Bennett Crossing, the road section adjacent to Worthman Acres is set up as a Type A Local Street with attached sidewalk. The north side is proposed with vertical curb and gutter with a five foot attached sidewalk. The proposed walk falls outside the proposed right-of-way; as such, a five foot wide sidewalk easement is proposed with the Worthman Acres lots. The proposed pavement width will be 24'. A 40' transition between the existing and proposed will be provided to accommodate the offsets. This includes removal and replacement of approximately 26' of the existing road.

The existing road is low compared to the proposed Adams Street connection designed with Bennett Crossing Filing No. 2. That project did not design nor construct Bennett Avenue adjacent to their project. As such, a low point in Bennett Avenue at the western edge of the property is proposed (please see the Drainage discussion below) and a high point with the Adams Street connection in order to accommodate the Adams Street continuation from Bennett Crossing. This also allowed for drainage in Bennett Avenue to continue east from Adams street.

The south half of Bennett Avenue should be constructed by the Bennett Crossing development as is customary for properties with adjacent perimeter roads. This includes handling the drainage as it flows east toward Custer Street and accommodating the drainage at the southeast corner of Custer Street and Bennett Avenue. In the interim, Worthman Acres will construct 24' of pavement. If the timing can be worked out, Worthman Acres and Bennett Crossing could work out a cost allocation agreement for the construction of Bennett Avenue by one contractor.

### **DRAINAGE**

Drainage adjacent to and downstream of Worthman Acres should improve the drainage for this portion of the Town. As stated above, a low point in Bennett Avenue at the southwest corner of the site will intercept drainage from the west. An extensive storm sewer from there will flow north along the western boundary and continuing east along Kiowa Avenue. A detention pond at the southwest corner of Kiowa Avenue and Bennett Avenue will reduce runoff to historic rates.

The pond, however, cannot drain to the historic location at the southeast corner of the intersection of Custer Street and Colfax Avenue. Because of the existing topography, the nearest outfall location is to the east towards Kiowa Creek. The storm sewer from the pond to the outfall location entails obtaining easements from the property owners to the east and working with Colorado Department of Transportation (CDOT) regarding construction within or adjacent to their right-of-way. As obtaining easements can be

challenging and interfacing with CDOT can be very time consuming, we would like to have the proposed drainage system reviewed separately and comments issued as soon as possible. We also request the Town's assistance in both matters as indicated in the Sketch Plan comments that there is some interest in upsizing the system to accommodate development of the property east of Custer Street and south of Colfax Avenue.

## **SANITARY SEWER**

The existing sanitary sewer in Kiowa Avenue and along the western property line is too shallow to serve the project. The sanitary sewer for the entire project drains to the existing manhole constructed with Bennett Crossing at the intersection of Bennett Avenue and Custer Street. This system ultimately drains to the lift station currently under construction south of Colfax Avenue, opposite Viewridge Drive. From there, a forcemain flows west along Colfax, south along Custer Street, and west along Kiowa Avenue before going to a gravity main just east of Elbert Street.

Due to conflicts, both horizontally and vertically with the proposed storm sewer and existing water main, the gravity portion of this sanitary sewer will be rerouted to the north side of Kiowa Avenue and tie back into the existing system just west of Pike Street. This will entail removal and replacement of some of the existing concrete pavement in Kiowa Avenue. The pipe itself needs to be 10" to make up the grade because of the additional manholes.

Because the manhole at Bennett Avenue and Custer Street is sufficiently deep, Worthman Acres is served by using a 10" main at minimum grade to portions of the site in order to maintain minimum depth.

## **WATER MAIN**

Other than the connection to the line in Adams Street at Bennett Avenue (constructed with Bennett Crossing), we are unsure of the pipe materials of the existing system. We are showing tapping tees and valves for the connections to the existing main in Kiowa Avenue. Should the existing main be asbestos cement or some other unsuitable material that cannot be tapped, tees will have to be cut in to accommodate the main extensions into Worthman Acres.

## **SUMMARY**

I again thank the Town and their consultants for their assistance in the development of this project and look forward to working with them as we process the Final Plat and Construction Plan. Please consider the variance requests and the need for an expediated review of the drainage system to help us begin contacting the necessary entities required. Feel free to contact me if there are any questions or if additional information is needed.

Sincerely,  
EMK Consultants, Inc.

A handwritten signature in blue ink that reads "Barry Moore". The signature is written in a cursive, flowing style.

Barry Moore, PE  
Vice President / Project Manager

cc: Chad Ellington  
Todd Johnson



FINAL PLAT  
BENNETT VILLAGE

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN  
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 1 OF 4

PURPOSE STATEMENT

BENNETT VILLAGE IS INTENDED TO FULFILL A NEED TO PROVIDE A SUBDIVISION COMPATIBLE FOR AFFORDABLE MANUFACTURED HOUSING.

OWNERSHIP AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT THE UNDERSIGNED, SECTION 27, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND SHOWN ON THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

A PART OF THE SW ¼ OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH P.M., ADAMS COUNTY , COLORADO , MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 27 A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 187.78 FEET TO A POINT OF CURVE ; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 38' 38" 1 8" AND A RADIUS OF 905 .00 FEET, A DISTANCE OF 610.30 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 90' WITH THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2394 .39 FEET TO A POINT LYING ON THE EAST LINE OF SAID SOUTHWEST ¼ OF SAID SECTION 27; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST ¼ OF SECTION 27, A DISTANCE OF 733.28 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 27 A DISTANCE OF 2592 .97 FEET TO THE TRUE POINT OF BEGINNING;

LESS AND EXCEPT THAT PORTION CONVEYED TO MARILYN CORPORATION RECORDED MARCH 6 1979 IN BOOK 2323 AT PAGE 715 AS RECEPTION NO. 185094; AND RIGHT OF WAY FOR HIGHWAY PURPOSES, AND LESS AND EXCEPT THOSE PORTIONS LYING WITHIN BROTHERS FOUR SUBDIVISION TO THE TOWN OF BENNETT, RECORDED JUNE 24, 1977 AT RECEPTION NO. B080132, BROTHER FOUR SUBDIVISION TO THE TOWN OF BENNETT RECORDED MARCH 6, 1979 AT RECEPTION NO. B185095, SECOND ADDITION TO BROTHERS FOUR SUBDIVISION TO THE TOWN OF BENNETT RECORDED SEPTEMBER 12, 1980 AT RECEPTION NO. B284828 AND THIRD ADDITION TO BROTHERS FOUR SUBDIVISION TO THE TOWN OF BENNETT RECORDED SEPTEMBER 12, 1980 AT RECEPTION NO. B284829.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER THE DRAWING CONTAINED UNDER THE NAME AND STYLE OF BENNETT VILLAGE, A SUBDIVISION OF A PART OF THE TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF BENNETT THE STREETS AND AVENUES AS SHOWN ON THIS PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF BENNETT AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS UTILITY EASEMENTS AND TRANSPORTATION EASEMENTS AS SHOWN. ACCESS EASEMENTS ARE HEREBY DEDICATED TO THE TOWN OF BENNETT ACROSS ALL TRACTS SHOWN HERON.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTION AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER AND ARRANGEMENTS MADE BY THE SUBDIVIDER, THEREOF WHICH ARE APPROVED BY THE TOWN OF BENNETT, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF BENNETT, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF BENNETT SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF BENNETT, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES AND/OR OTHER SERVING PUBLIC ENTITIES, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES AND/OR OTHER SERVING PUBLIC UTILITIES AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF BENNETT, COLORADO.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2021.

BY: SECTION 27, LLC, A COLORADO LIMITED LIABILITY COMPANY

\_\_\_\_\_ AS REGISTERED AGENT  
CHAD ELLINGTON

ACKNOWLEDGEMENT

THE FOREGOING OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2021, BY CHAD ELLINGTON AS AUTHORIZED SIGNATORY FOR

SECTION 27, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL:

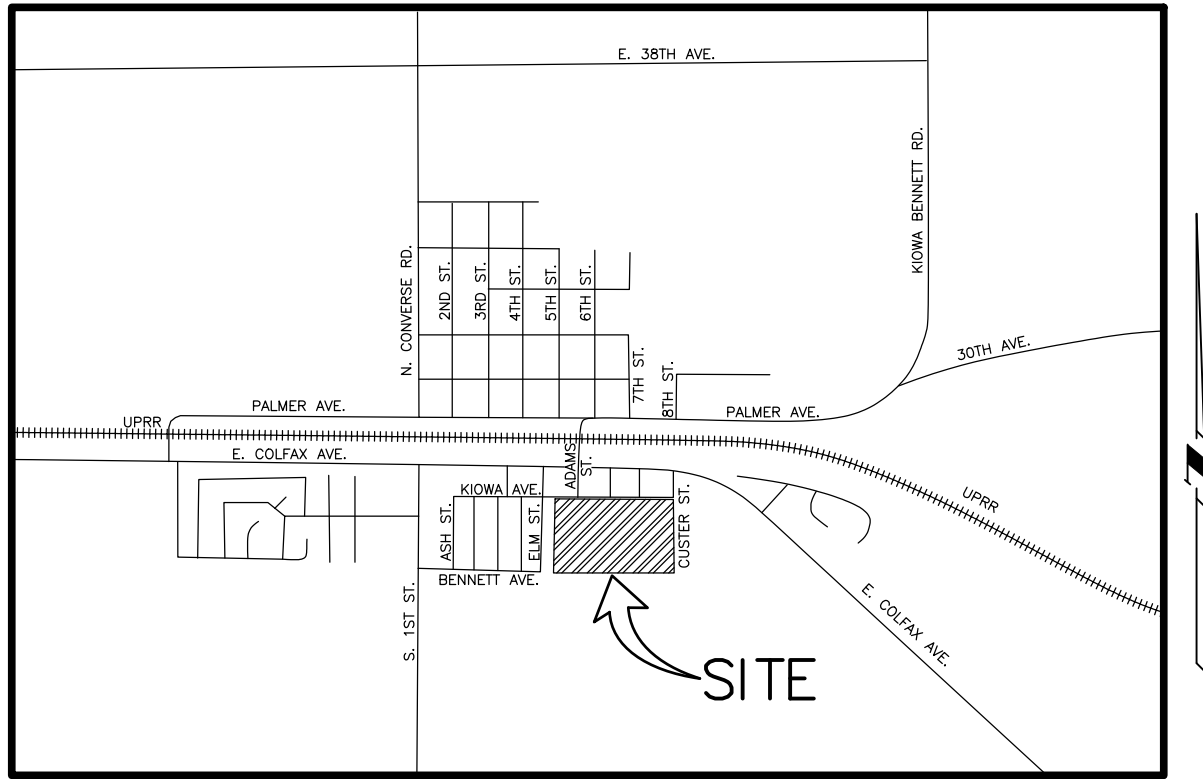
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

MY ADDRESS IS: \_\_\_\_\_  
\_\_\_\_\_

NOTES

1. BEARINGS SHOWN HEREIN ARE ASSUMED AND ARE BASED UPON THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER SECTION 27, TOWNSHIP 3 SOUTH, RANGE 63 WEST, 6TH P.M. WHICH BEARS N89°37'00"E BETWEEN THE MONUMENTS SHOWN HEREIN.
2. ALL LINEAL DISTANCES SHOWN HEREIN ARE IN U.S. SURVEY FEET.
3. ANY PERSON WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY PUBLIC LAND SURVEY MONUMENT, AS DEFINED BY SECTION 38-53-108 (18) C.R.S., OR CONTROL CORNER, AS DEFINED IN SECTION 38-53-103 (6), C.R.S., OR A RESTORATION OF ANY SUCH MONUMENT OR WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY BEARING TREE KNOWING THAT SUCH IS A BEARING TREE OR OTHER ACCESSORY, AS DEFINED BY SECTION 38-53-103 (1), C.R.S, EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH A LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH MONUMENT OR ACCESSORY REMOVED AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S.
4. BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 08001C0718H WITH AN EFFECTIVE DATE OF MARCH 5, 2007, THE SUBJECT PROPERTY LIES WITHIN ZONE X, BEING DEFINED AS "OTHER AREAS... DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD".
5. EMK CONSULTANTS, INC. HAS RELIED UPON TITLE COMMITMENT NO. 100-N0015580-030-TH, AMENDMENT NO. 4, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF JANUARY 13, 2020, FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHTS-OF-WAY ACROSS THESE PREMISES. THIS SURVEY AND PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY EMK CONSULTANTS, INC., TO DETERMINE OWNERSHIP OR APPLICABLE EASEMENTS AND RIGHTS-OF-WAY.
6. ALL TRACTS SHALL BE OWNED AND MAINTAINED BY THE SECTION 27 METROPOLITAN DISTRICT, ITS SUCCESSORS OR ASSIGNS. THE UNDERSIGNED GRANTS THE TOWN OF BENNETT A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO SAID TRACTS. THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, OPERATE, REPAIR AND RECONSTRUCT THE TRACT AND RELATED FACILITIES WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH TRACTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE METROPOLITAN DISTRICT.
7. THE POLICY OF THE TOWN REQUIRES THAT ALL MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE TOWN OF BENNETT SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS.
8. SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING CONSTRUCTION.
9. ALL INTERNAL ROADS AND DRAINAGE FACILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH STREET CONSTRUCTION PLANS, PAVEMENT DESIGN, GRADING AND EROSION CONTROL PLAN, AND A FINAL DRAINAGE PLAN SUBMITTED TO AND APPROVED BY THE TOWN OF BENNETT AND ALL APPLICABLE TOWN ADOPTED STANDARDS AND SPECIFICATIONS.
10. THIS PLAN HAS BEEN APPROVED BY THE TOWN OF BENNETT AND CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. 24-68-101, ET SEQ., AS AMENDED, AND THE TOWN OF BENNETT DEVELOPMENT STANDARDS AND REGULATIONS.
11. NOTICE IS GIVEN THAT THIS SUBDIVISION WILL BE SUBJECT TO RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. THE TOWN OF BENNETT IS NOT RESPONSIBLE FOR ENFORCEMENT OF THE RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS THAT MAY BE FILED AGAINST THE SUBDIVISION PLAT.
12. SIGHT DISTANCE EASEMENTS ARE HEREBY DEDICATED TO THE TOWN OF BENNETT FOR SIGHT DISTANCE PURPOSES TOGETHER WITH THE FOLLOWING RESTRICTIONS OVER SAID EASEMENTS: NO OBJECT WITHIN THE SIGHT DISTANCE EASEMENT SHALL BE MORE THAN THIRTY-SIX (36) INCHES ABOVE THE FLOWLINE OF THE ADJACENT STREET. SUCH OBJECTS SHALL INCLUDE BUT NOT BE LIMITED TO BUILDINGS, VEGETATION, AND UTILITY CABINETS. PARKING IS ALSO RESTRICTED WITHIN THE EASEMENT.
13. FOR CORNER LOTS, THE SIDE SETBACK SHALL BE USED FOR THE CHAMFERED OR RADIUS LOT CORNER.
14. THERE ARE NO SIGNIFICANT NATURAL DRAINAGE COURSES, GEOLOGIC HAZARD AREAS, OR OTHER NATURAL FEATURES WITHIN OR ADJACENT TO THE SUBDIVISION.
15. NON-EXCLUSIVE UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES. WINDOW WELLS, PATIOS, DECKS, STAIRS, RETAINING WALLS, AND THEIR COMPONENTS MAY NOT ENCROACH INTO THE REQUIRED UTILITY EASEMENTS.
16. NON-EXCLUSIVE TRANSPORTATION EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF SIDEWALKS RUNNING PARALLEL WITH STREET RIGHTS-OF-WAYS.
17. CUSTER STREET WILL BE REQUIRED AT MINIMUM TO FEATURE AN EMERGENCY VEHICLE ALL-WEATHER ACCESS DRIVE ACCEPTABLE TO THE TOWN AND BENNETT-WATKINS FIRE RESCUE.  
THIS EMERGENCY VEHICLE ACCESS DRIVE IS TO BE CONSTRUCTED AS PER THE APPROVED CONSTRUCTION DOCUMENTS FOR PUBLIC IMPROVEMENTS FOR THE SUBDIVISION.  
SHOULD CUSTER STREET PUBLIC IMPROVEMENTS, AT THE TIME OF INITIAL ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS, NOT INCLUDE WATER MAIN, CURB, GUTTER, SIDEWALK, ASPHALT OR CONCRETE STREET PAVEMENT, GRADING, PLANTINGS, GROUND COVER, AND UTILITY CONNECTIONS DUE TO LACK OF OFF-SITE RIGHT-OF-WAY OR EASEMENT, OR OTHER LIMITATIONS AT THE TIME OF PUBLIC IMPROVEMENT CONSTRUCTION, THE SUBDIVIDER SHALL BE REQUIRED TO PROVIDE CASH-IN-LIEU BEFORE PUBLIC IMPROVEMENT ACCEPTANCE TO THE TOWN, TOWARDS THIS SUBDIVISION'S SHARE OF CONSTRUCTION OF THOSE PUBLIC IMPROVEMENTS IN THE FUTURE.



VICINITY MAP  
SCALE: 1"=2000'

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF WORTHMAN ACRES FILING NO. 1 WAS APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, BY RESOLUTION NO. \_\_\_\_\_, AND THAT THE MAYOR OF THE TOWN OF BENNETT ON BEHALF OF THE TOWN OF BENNETT, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED BY ALL PURPOSES INDICATED THEREON.

MAYOR \_\_\_\_\_ ATTEST: TOWN CLERK \_\_\_\_\_

CLERK AND RECORDER'S CERTIFICATE

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ADAMS COUNTY, COLORADO, AT \_\_\_\_\_ O'CLOCK \_\_\_\_ .M. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT RECEPTION NO. \_\_\_\_\_.

CLERK AND RECORDER \_\_\_\_\_

DEPUTY \_\_\_\_\_



SHEET INDEX	
SHEET	DESCRIPTION
1	FINAL PLAT COVER SHEET
2	OVERALL BOUNDARY & TRACT SUMMARY
3	FINAL PLAT WEST HALF
4	FINAL PLAT EAST HALF



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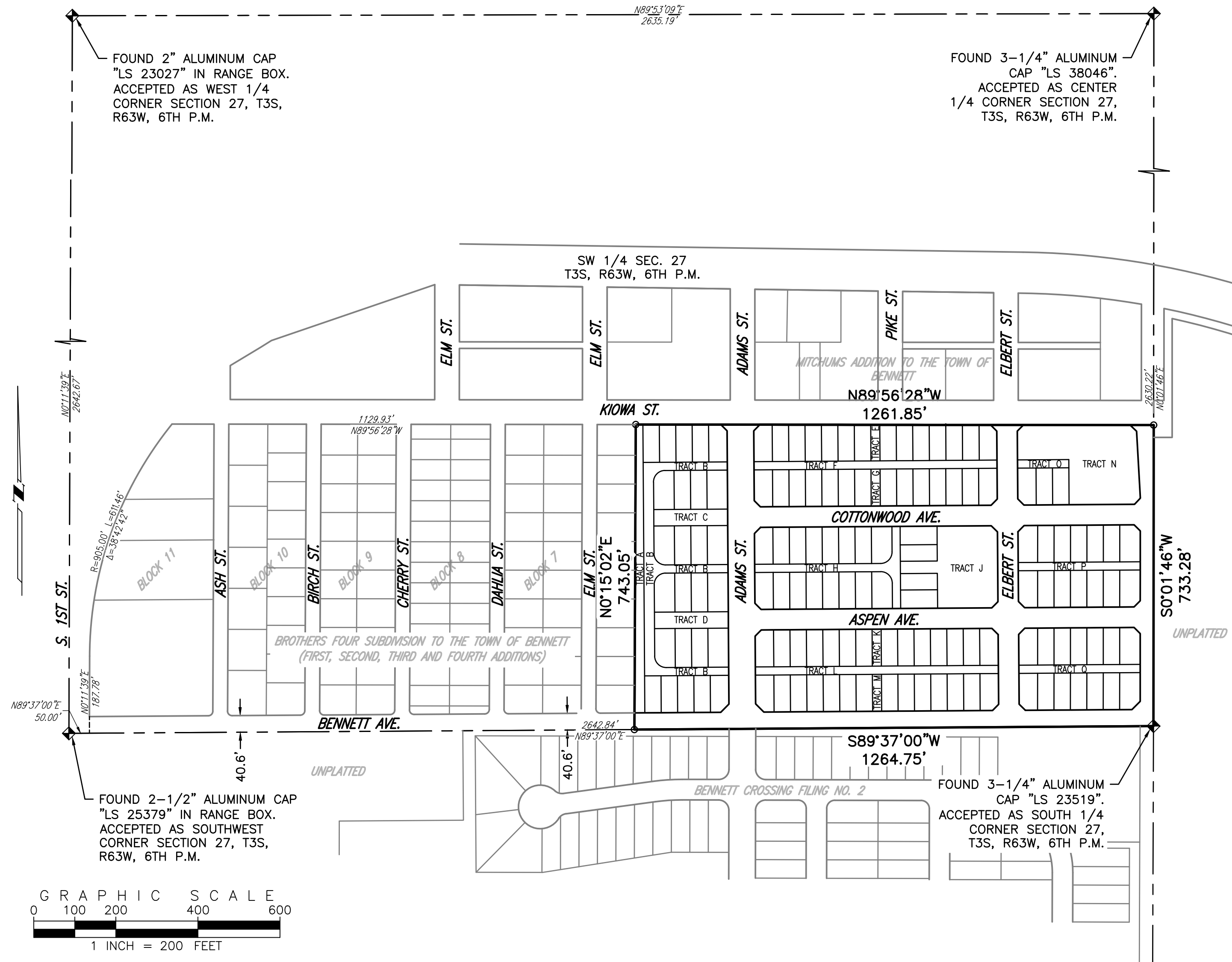
BENNETT VILLAGE

DATE PREPARED: 4/6/21

APPLICANT/DEVELOPER  
PEAK DEVELOPMENT  
1150 DELAWARE ST., #202  
DENVER, COLORADO 80204  
CONTACT: CHAD ELLINGTON  
(303) 503-1016  
chad@peakdevgrp.com

SHEET 1 OF 4





LEGEND

- ◆ FOUND SECTION CORNER MONUMENT AS INDICATED
- FOUND NO. 5 REBAR WITH 1 1/4" YELLOW PLASTIC CAP "PLS 38445"

SURVEYOR'S CERTIFICATE

I, STEPHEN H. HARDING, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN.

STEPHEN H. HARDING, PLS 29040  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF EMK CONSULTANTS, INC.



NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

LAND USE SUMMARY

LAND USE	AREA (ACRES)	PERCENTAGE
LOTS	11.47	53.6
PRIVATE DRIVES	1.69	7.9
LANDSCAPE	1.59	7.4
DETENTION	0.99	4.6
PUBLIC STREET ROW	5.67	26.5
TOTALS	21.41	100.0

ZONING: MOBILE HOME (MH) DISTRICT  
NUMBER OF LOTS: 133  
GROSS DENSITY: 6.21 UNITS / ACRE  
NET DENSITY: 11.60 UNITS / ACRE  
LARGEST LOT: 4,750 SQUARE FEET  
SMALLEST LOT: 3,500 SQUARE FEET  
AVERAGE LOT: 3,757 SQUARE FEET

TRACT SUMMARY

TRACT	AREA (AC)	AREA (SF)	USE
A	0.3427	14,926	UTILITY / DRAINAGE EASEMENT OPEN SPACE
B	0.5618	24,473	UTILITY EASEMENT* PRIVATE DRIVE
C	0.1653	7,200	UTILITY EASEMENT* OPEN SPACE
D	0.1653	7,200	UTILITY EASEMENT* OPEN SPACE
E	0.0447	1,946	OPEN SPACE
F	0.2719	11,843	UTILITY EASEMENT PRIVATE DRIVE
G	0.0458	1,993	OPEN SPACE
H	0.2534	11,036	UTILITY EASEMENT PRIVATE DRIVE
J	0.7324	31,904	UTILITY EASEMENT* OPEN SPACE
K	0.0458	1,993	OPEN SPACE
L	0.2719	11,843	UTILITY EASEMENT PRIVATE DRIVE
M	0.0458	1,993	OPEN SPACE
N	0.9894	43,100	DRAINAGE EASEMENT DETENTION POND
O	0.0574	2,500	UTILITY EASEMENT OPEN SPACE
P	0.1365	5,947	UTILITY EASEMENT PRIVATE DRIVE
Q	0.1357	5,911	UTILITY EASEMENT PRIVATE DRIVE

NOTES

- ALL TRACTS ARE OWNED AND MAINTAINED BY THE SECTION 27 METROPOLITAN DISTRICT.
- ALL UTILITY, DRAINAGE, TRANSPORTATION, AND SIGHT EASEMENTS ARE DEDICATED TO THE TOWN OF BENNETT, COLORADO.
- UTILITY AND / OR DRAINAGE EASEMENT DESIGNATIONS WITHIN TRACTS COVER THE ENTIRE TRACT EXCEPT WHERE NOTED WITH A "\*\*"; SPECIFIC EASEMENT LOCATIONS WITHIN THOSE TRACTS ARE SHOWN ON THE PLAT SHEETS.



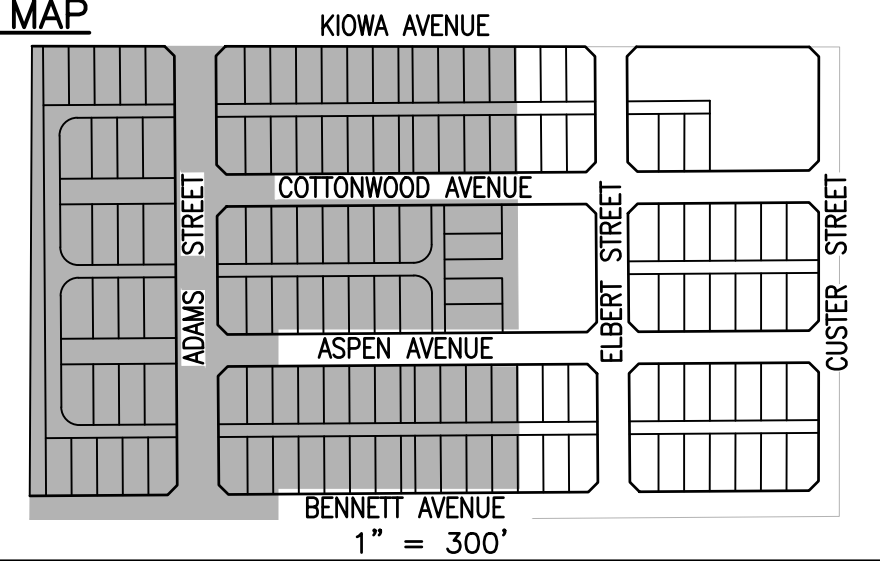
EMK CONSULTANTS, INC.  
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(303)694-1520 www.EMKC.com  
JOB NO. 13074

BENNETT VILLAGE

DATE PREPARED: 10/29/2020  
REVISED : 4/6/21  
APPLICANT/DEVELOPER  
PEAK DEVELOPMENT  
1150 DELAWARE ST., #202  
DENVER, COLORADO 80204  
CONTACT: CHAD ELLINGTON  
(303) 503-1016  
chad@peakdevgrp.com



## KEY MAP



1" = 300'

## PROPERTY LINE CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	LENGTH
C1	28.00	90°00'00"	43.98	N44°37'00"E	39.60
C2	28.00	90°00'00"	43.98	N45°23'00"W	39.60
C3	28.00	90°00'00"	43.98	N44°37'00"E	39.60
C4	28.00	90°00'00"	43.98	N45°23'00"W	39.60
C5	28.00	90°00'00"	43.98	S44°37'00"W	39.60
C6	28.00	90°00'00"	43.98	N45°23'00"W	39.60

## RIGHT-OF-WAY LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N45°09'44"W	21.29'
L2	N44°37'00"E	28.28'
L3	N44°50'16"E	21.13'
L4	S45°09'44"E	21.29'
L5	S44°37'00"W	21.21'
L6	N45°23'00"W	21.21'
L7	N44°37'00"E	21.21'
L8	S45°23'00"E	21.21'
L9	S44°37'00"W	21.21'
L10	N45°23'00"W	21.21'
L11	S44°37'00"W	21.21'
L12	N45°23'00"W	21.21'
L13	N44°37'00"E	21.21'
L14	S45°23'00"E	28.28'
L15	S44°50'16"W	21.13'
L16	N46°34'09"W	21.81'
L17	N43°12'35"E	20.69'
L18	S45°23'00"E	21.21'
L19	N44°37'00"E	21.21'
L20	S45°10'37"E	21.14'
L21	S44°49'23"W	21.29'
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GRAPHIC SCALE  
0 25 50 75  
1 INCH = 50 FEET

SEE TRACT SUMMARY  
TABLE ON SHEET 2  
FOR TRACT AREAS.

## LEGEND

UE UTILITY EASEMENT  
TE TRANSPORTATION EASEMENT  
SF SQUARE FEET  
AC ACRES

## BOUNDARY LINE

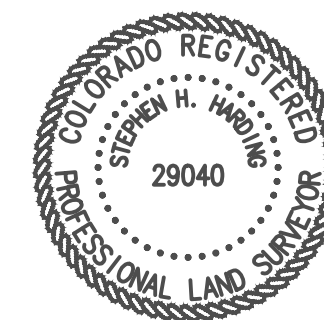
## RIGHT-OF-WAY LINE

## ROW CENTERLINE

## LOT LINE

## EASEMENT LINE

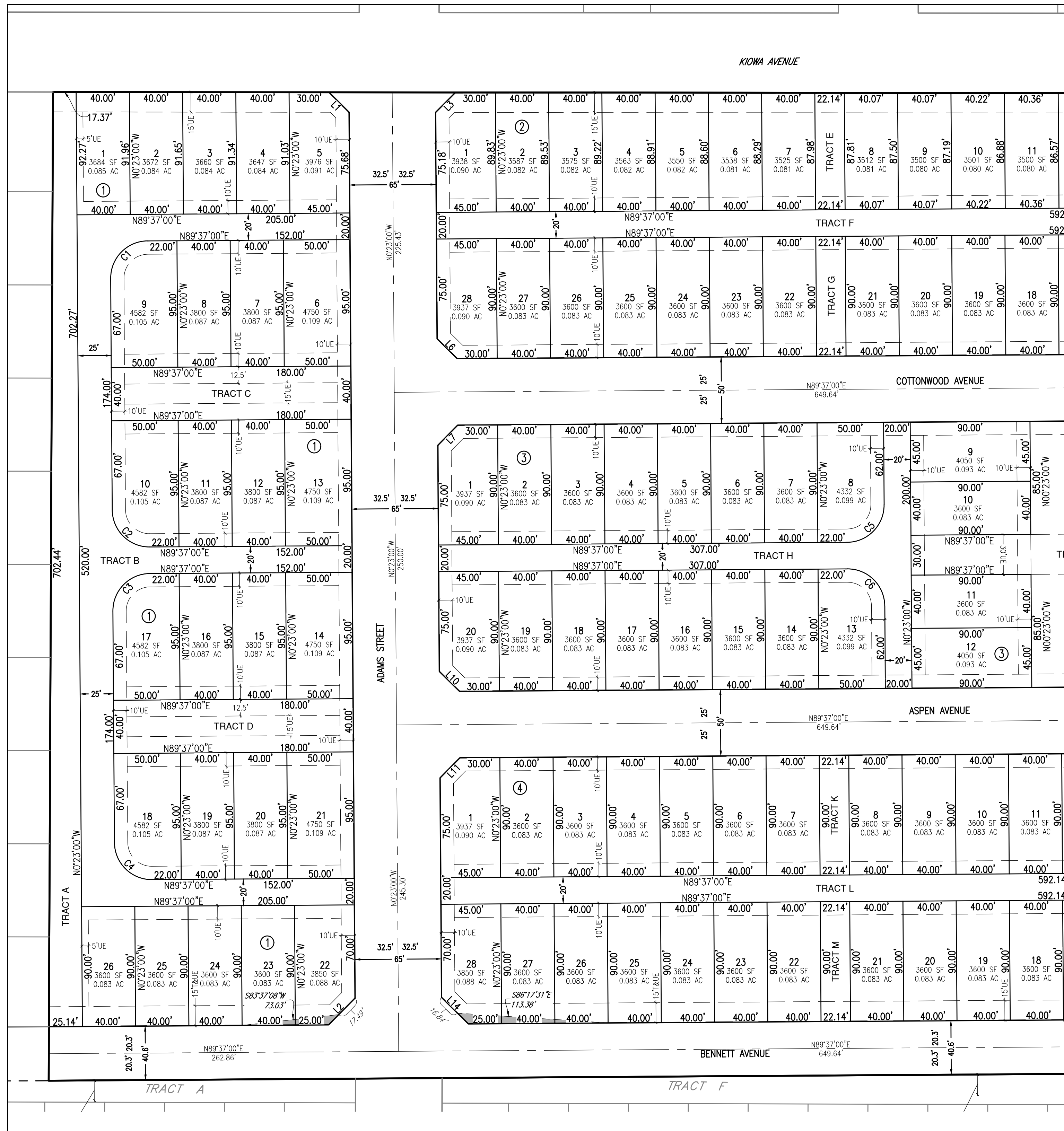
## SIGHT EASEMENT AREA



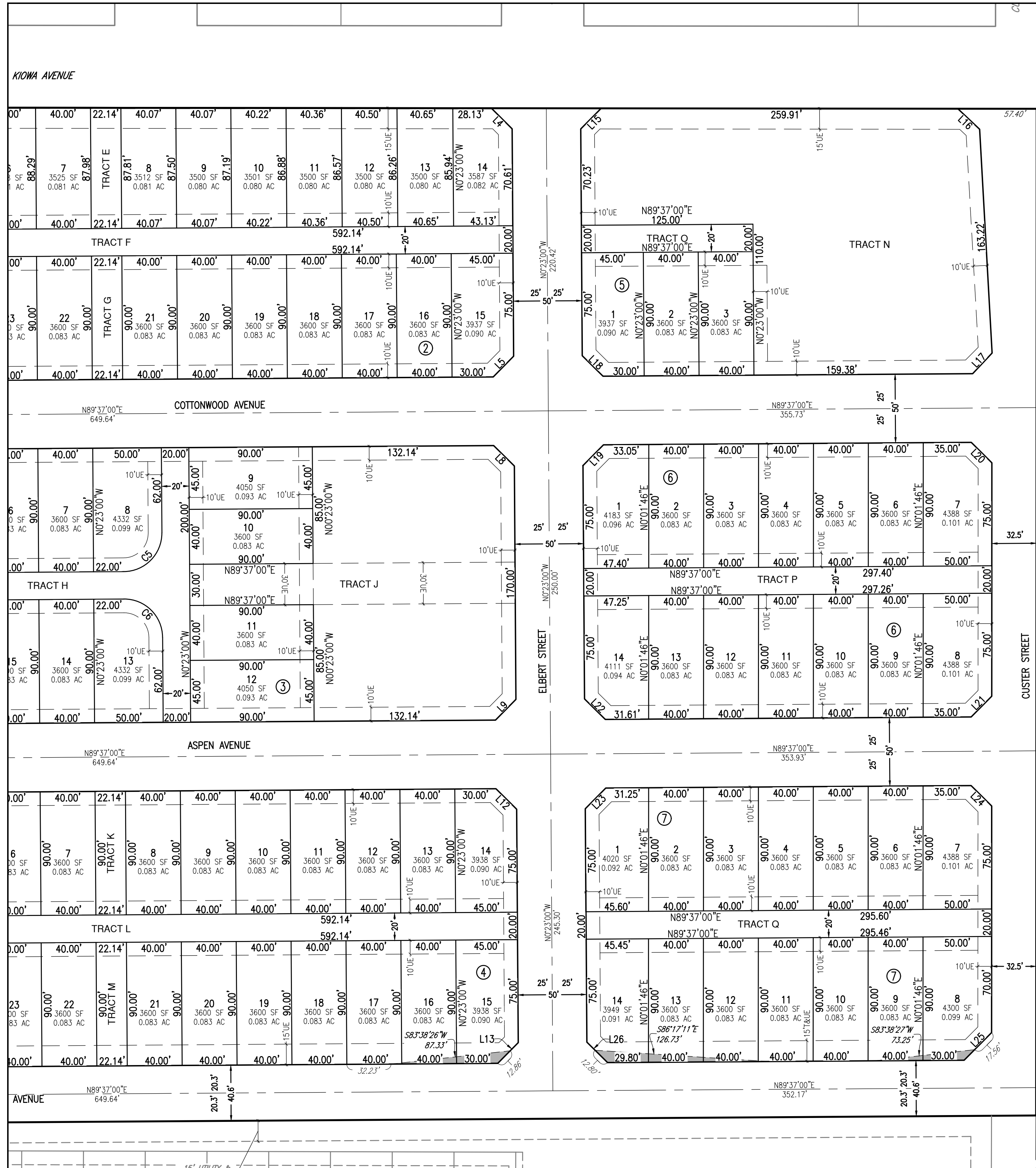
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### LEGEND

- UE UTILITY EASEMENT
- TE TRANSPORTATION EASEMENT
- SF SQUARE FEET
- AC ACRES

**BOUNDARY LINE**

**RIGHT-OF-WAY LINE**

**ROW CENTERLINE**

**LOT LINE**

**EASEMENT LINE**

**SIGHT EASEMENT AREA**

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### BENNETT VILLAGE

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## SHEET 4 OF 4



LSC TRANSPORTATION CONSULTANTS, INC.

1889 York Street  
Denver, CO 80206  
(303) 333-1105  
FAX (303) 333-1107  
E-mail: [lsc@lscdenver.com](mailto:lsc@lscdenver.com)

December 11, 2020

Mr. Chad Ellington  
Section 27, LLC  
1150 Delaware Street, #202  
Denver, CO 80204

Re: Worthman Acres  
Bennett, CO  
LSC #200830

Dear Mr. Ellington:

In response to your request, LSC Transportation Consultants, Inc. has prepared this traffic impact analysis for the proposed Worthman Acres residential development. As shown on Figure 1, the site is located south of Kiowa Avenue and east of Elm Street in Bennett, Colorado.

## **REPORT CONTENTS**

The report contains the following: the existing roadway and traffic conditions in the vicinity of the site including the lane geometries, traffic controls, posted speed limits, etc.; the existing weekday peak-hour traffic volumes; the existing daily traffic volumes in the area; the typical weekday site-generated traffic volume projections for the site; the assignment of the projected traffic volumes to the area roadways; the projected long-term background and resulting total traffic volumes on the area roadways; the site's projected traffic impacts; and any recommended roadway improvements to mitigate the site's traffic impacts.

## **LAND USE AND ACCESS**

The existing land use to the north is mixed-use, to the west is existing residential, and to the south is the planned Bennett Crossing residential area.

The site is proposed to include about 134 single-family dwelling units. Two full movement access locations are proposed to both Kiowa Avenue and an extension of Bennett Avenue as shown in the conceptual site plan in Figure 2.

## **ROADWAY AND TRAFFIC CONDITIONS**

### **Area Roadways**

The major roadways in the site's vicinity are shown on Figure 1 and are described below.

- **E. Colfax Avenue (US 36)** is an east-west, two-lane arterial roadway north of the site that is classified as a rural highway (R-B) by CDOT. The intersections with Adams Street, Pike Street, Elbert Street, and Custer Street are stop-sign controlled. The posted speed limit in the vicinity of the site is 35 mph. The intersections with Pike Street and Elbert Street are planned to be limited to right-in/right-out over time by others.
- **SH 79 (1<sup>st</sup> Street)** is a north-south, two-lane state highway west of the site that is classified as a rural highway (R-B) by CDOT. The intersection with E. Colfax Avenue (US 36) is stop-sign controlled. The posted speed limit in the vicinity of the site is 35 mph. The existing SH 79 alignment is expected to be shifted to the east by 2040 per the preferred re-alignment from the *SH 79 and Kiowa-Bennett Corridor PEL Study* by CDOT.

### Existing Traffic Conditions

Figure 3a shows the November 2020 existing lane geometries, traffic controls, posted speed limits, and traffic volumes in the site's vicinity on a typical weekday. The weekday peak-hour traffic volumes and daily traffic counts are from the attached traffic counts conducted by Counter Measures in November, 2020. Figure 3b shows the existing traffic volumes adjusted for the ongoing pandemic. Intersection #1 was adjusted based on the 2017 traffic counts from the *Muegge Farms TIA* by LSC grown for three years. Intersection #2 was adjusted based on the 2017 traffic counts from the *Muegge Farms TIA* by LSC at the intersection of E. Colfax Avenue (US 36)/SH 79 grown for three years. Intersections #3, 4, and 5 were adjusted based on the adjacent volumes at Intersection #2.

### 2025 and 2041 Background Traffic

Figure 4 shows the estimated 2025 background traffic based on historic CDOT data as shown in Figure 4. Figure 5 shows the estimated 2041 background traffic which assumes the 2035 projections from the *SH 79 PEL Study* with six years of growth at an annual growth rate of one percent.

### Existing, 2025, and 2041 Background Levels of Service

Level of service (LOS) is a quantitative measure of the level of congestion or delay at an intersection. Level of service is indicated on a scale from "A" to "F." LOS A is indicative of little congestion or delay and LOS F is indicative of a high level of congestion or delay. Attached are specific level of service definitions for unsignalized intersections.

The intersections in Figures 3b, 4, and 5 were analyzed as appropriate to determine the existing, 2025, and 2041 background levels of service using Synchro. Table 1 shows the level of service analysis results. The level of service reports are attached.

1. **SH 79 (1<sup>st</sup> Street)/Bennett Avenue:** All movements at this unsignalized intersection currently operate at LOS "C" or better during both morning and afternoon peak-hours and are expected to do so through 2041.
2. **E. Colfax Avenue (US 36)/Adams Street:** All movements at this unsignalized intersection currently operate at LOS "C" or better during both morning and afternoon peak-hours and are expected to do operate at LOS "D" or better through 2041.

3. **E. Colfax Avenue (US 36)/Pike Street:** All movements at this unsignalized intersection currently operate at LOS “A” during both morning and afternoon peak-hours and are expected to do so through 2041.
4. **E. Colfax Avenue (US 36)/Elbert Street:** All movements at this unsignalized intersection currently operate at LOS “A” during both morning and afternoon peak-hours and are expected to do so through 2041.
5. **E. Colfax Avenue (US 36)/Custer Street:** All movements at this unsignalized intersection currently operate at LOS “A” during both morning and afternoon peak-hours and are expected to operate at LOS “B” or better through 2041.

### TRIP GENERATION

Table 2 shows the estimated average weekday, morning peak-hour, and afternoon peak-hour trip generation for the proposed site based on the rates from *Trip Generation, 10<sup>th</sup> Edition, 2017* by the Institute of Transportation Engineers (ITE) for the proposed land use.

The site is projected to generate about 1,276 primary vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 26 vehicles would enter and about 75 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 84 vehicles would enter and about 50 vehicles would exit.

### TRIP DISTRIBUTION

Figure 6 shows both the 2025 and 2041 estimated directional distribution of the site-generated traffic volumes on the area roadways. The estimates were based on the location of the site with respect to the regional population, employment, and activity centers; and the site’s proposed land use. The 2041 estimates assumed SH 79 is realigned to the east by 2040.

### TRIP ASSIGNMENT

Figure 7a shows the estimated 2025 site-generated traffic volumes based on the 2025 directional distribution percentages (from Figure 6) and the trip generation estimate (from Table 2).

Figure 7b shows the estimated 2041 site-generated traffic volumes based on the 2041 directional distribution percentages (from Figure 6) and the trip generation estimate (from Table 2).

### 2025 AND 2041 TOTAL TRAFFIC

Figure 8 shows the 2025 total traffic which is the sum of 2025 background traffic volumes (from Figure 4) and the 2025 site-generated traffic volumes (from Figure 7a). Figure 8 also shows the recommended 2025 lane geometry and traffic control.

Figure 9 shows the 2041 total traffic which is the sum of 2041 background traffic volumes (from Figure 5) and the 2041 site-generated traffic volumes (from Figure 7b). Figure 9 also shows the recommended 2041 lane geometry and traffic control.

## **PROJECTED LEVELS OF SERVICE**

The intersections in Figures 8 and 9 were analyzed to determine the 2025 and 2041 total levels of service. Table 1 shows the level of service analysis results. The level of service reports are attached.

1. **SH 79 (1<sup>st</sup> Street)/Bennett Avenue:** All movements at this unsignalized intersection are expected to operate at LOS “C” or better during both morning and afternoon peak-hours through 2041.
2. **E. Colfax Avenue (US 36)/Adams Street:** All movements at this unsignalized intersection are expected to operate at LOS “C” or better during both morning and afternoon peak-hours through 2041.
3. **E. Colfax Avenue (US 36)/Pike Street:** All movements at this unsignalized intersection are expected to operate at LOS “A” during both morning and afternoon peak-hours through 2041.
4. **E. Colfax Avenue (US 36)/Elbert Street:** All movements at this unsignalized intersection are expected to operate at LOS “A” during both morning and afternoon peak-hours through 2041.
5. **E. Colfax Avenue (US 36)/Custer Street:** All movements at this unsignalized intersection are expected to operate at LOS “B” or better during both morning and afternoon peak-hours through 2041.

## **CONCLUSIONS AND RECOMMENDATIONS**

### **Trip Generation**

1. The site is projected to generate about 1,276 primary vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, about 26 vehicles would enter and about 75 vehicles would exit the site. During the afternoon peak-hour, about 84 vehicles would enter and about 50 vehicles would exit.

### **Projected Levels of Service**

2. All movements at the intersections analyzed are expected to operate at LOS “D” or better during both morning and afternoon peak-hours through 2041.

### **Conclusions**

3. The impact of the Worthman Acres development can be accommodated by the existing roadway network with the following recommended improvements.

### Recommended Improvements

4. A northbound right-turn deceleration lane is warranted on SH 79 (1<sup>st</sup> Avenue) approaching Bennett Avenue based on existing traffic volumes. An appropriate length based on the 35 mph posted speed limit is 190 feet plus a 120-foot transition taper.
5. An eastbound left-turn lane is warranted on E. Colfax Avenue (US 36) approaching Adams Street based on existing traffic volumes but is expected to include little or no site-generated traffic.
6. A westbound right-turn lane is warranted on E. Colfax Avenue (US 36) approaching Adams Street based on existing traffic volumes but is expected to include minimal site-generated traffic.
7. It would be appropriate for the project's traffic impact fees to be applied towards the recommended off-site improvements in #4 to #6 above.
8. CDOT and the Town of Bennett should coordinate to realign SH 79 to the east as planned in the *SH 79-Kiowa Bennett Corridor PEL Study* between 2025 and 2041.

\* \* \* \* \*

We trust our findings will assist you in gaining approval of the proposed Worthman Acres development. Please contact me if you have any questions or need further assistance.

Sincerely,

LSC TRANSPORTATION CONSULTANTS, INC.

By

Christopher S. McGranahan, PE, PTOE  
Principal

CSM/wc

12-11-20

Enclosures: Tables 1 and 2  
Figures 1 - 9  
CDOT Straight Line Diagram (SLD) for SH 79 (1) and US 36 (2)  
Traffic Count Reports  
Level of Service Definitions  
Level of Service Reports



**Table 1**  
**Intersection Levels of Service Analysis**  
**Worthman Acres**  
**Bennett, CO**  
**LSC #200830; December, 2020**

Intersection Location	Traffic Control	Existing Traffic		2025 Background Traffic		2025 Total Traffic		2041 Background Traffic		2041 Total Traffic	
		Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
<u>SH 79/Bennett Avenue</u>	TWSC										
WB Approach		B	C	B	C	C	C	B	B	B	B
SB Left/Through or Left		A	A	A	A	A	A	A	A	A	A
Critical Movement Delay		12.3	15.3	13.8	19.2	15.3	21.6	11.7	12.1	12.2	12.7
<u>E. Colfax Avenue (US 36)/Adams Street (CO 79)</u>	TWSC										
NB Approach		C	C	D	D	D	D	C	C	C	C
EB Approach		A	A	A	A	A	A	A	A	A	A
WB Approach		A	A	A	A	A	A	A	A	A	A
SB Approach		B	B	C	C	C	C	B	C	B	C
Critical Movement Delay		19.0	20.9	27.6	29.1	28.5	30.5	16.4	18.7	16.7	19.3
<u>E. Colfax Avenue (US 36)/Pike Street</u>	TWSC										
NB Approach or Right		A	B	A	A	A	A	A	A	A	A
WB Left/Through		A	A	--	--	--	--	--	--	--	--
Critical Movement Delay		9.5	10.2	8.8	9.3	8.8	9.3	9.0	9.3	9.0	9.3
<u>E. Colfax Avenue (US 36)/Elbert Street</u>	TWSC										
NB Approach or Right		A	A	A	A	A	A	A	A	A	A
WB Left/Through		A	A	--	--	--	--	--	--	--	--
Critical Movement Delay		9.6	9.8	8.8	9.2	8.8	9.2	8.9	9.3	9.0	9.3
<u>E. Colfax Avenue (US 36)/Custer Street</u>	TWSC										
NB Approach		A	A	A	B	B	B	B	B	B	B
WB Left/Through		A	A	A	A	A	A	A	A	A	A
Critical Movement Delay		9.6	9.9	9.9	10.2	10.0	10.3	10.0	10.3	10.1	10.5

**Table 2**  
**ESTIMATED TRAFFIC GENERATION**  
**Worthman Acres**  
**Bennett, CO**  
**LSC #200830; December, 2020**

Trip Generating Category	Quantity	Trip Generation Rates <sup>(1)</sup>					Vehicle-Trips Generated				
		Average	AM Peak-Hour		PM Peak-Hour		Average	AM Peak-Hour		PM Peak-Hour	
		Weekday	In	Out	In	Out	Weekday	In	Out	In	Out
<b>Currently Proposed Land Use</b>											
Single-Family Homes	134 DU	9.52	0.190	0.560	0.630	0.370	1,276	26	75	84	50

**Notes:**

- (1) Source: *Trip Generation*, Institute of Transportation Engineers, 10th Edition, 2017
- (2) ITE Land Use No. 210 - Single-Family Detached Housing
- (3) DU = Dwelling Unit



Figure 1

# Vicinity Map

Worthman Acres (LSC #200830)

FOUND 2" ALUMINUM CAP  
"LS 23027" IN RANGE BOX.  
ACCEPTED AS WEST 1/4  
CORNER SECTION 27, T3S,  
R63W, 6TH P.M.

FOUND 3-1/4" ALUMINUM  
CAP "LS 38046".  
ACCEPTED AS CENTER  
1/4 CORNER SECTION 27,  
T3S, R63W, 6TH P.M.

SW 1/4 SEC. 27  
T3S, R63W, 6TH P.M.

MITCHUMS ADDITION TO THE TOWN OF  
BENNETT

BROTHERS FOUR SUBDIVISION TO THE TOWN OF BENNETT  
(FIRST, SECOND, THIRD AND FOURTH ADDITIONS)

BENNETT CROSSING FILING NO. 2

FOUND 2-1/2" ALUMINUM CAP  
"LS 25379" IN RANGE BOX.  
ACCEPTED AS SOUTHWEST  
CORNER SECTION 27, T3S,  
R63W, 6TH P.M.

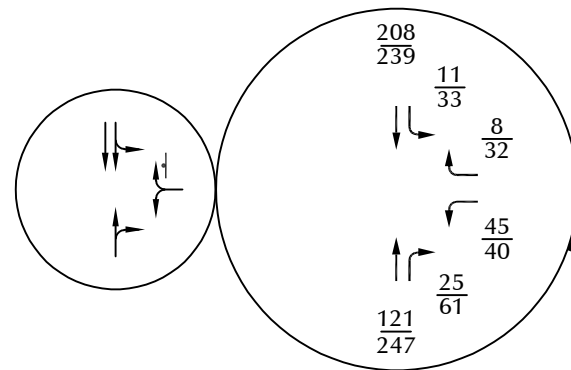
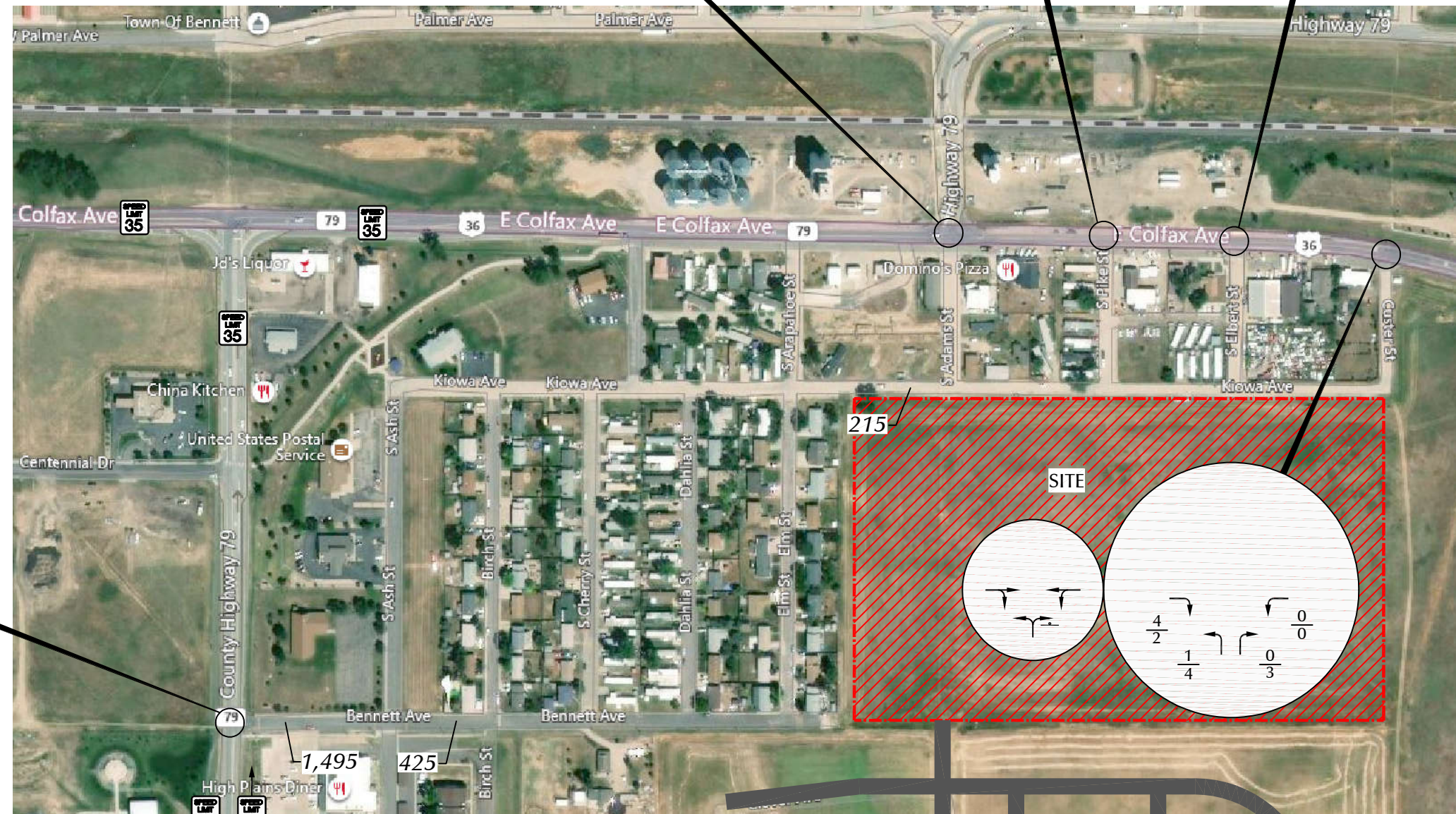
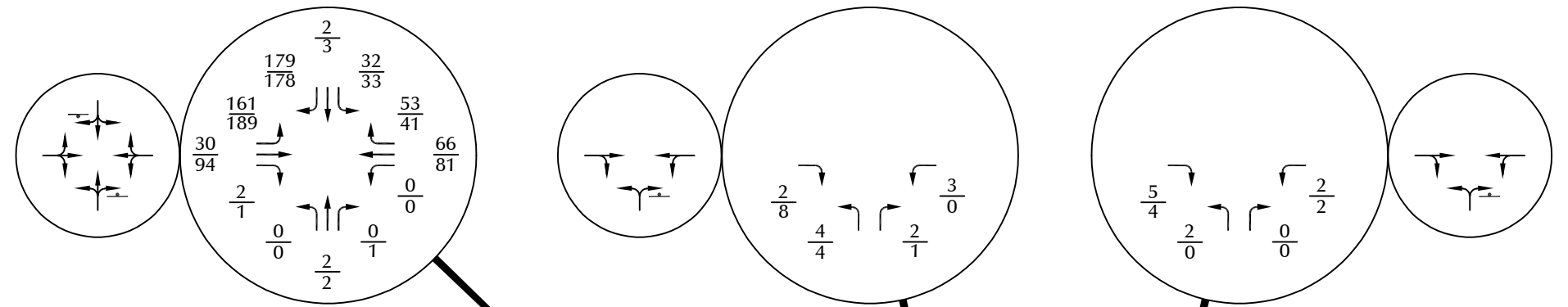
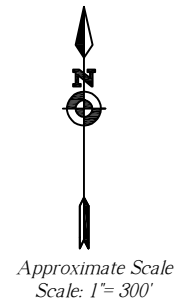
FOUND 3-1/4" ALUMINUM  
CAP "LS 23519".  
ACCEPTED AS SOUTH 1/4  
CORNER SECTION 27,  
T3S, R63W, 6TH P.M.

Figure 2

## Site Plan

Worthman Acres (LSC #200830)





# LEGEND:

- = Stop Sign
- = Traffic Signal
- = Speed Limit
- $\frac{26}{35}$  = AM Peak Hour Traffic / PM Peak Hour Traffic
- 1,000 = Average Daily Traffic

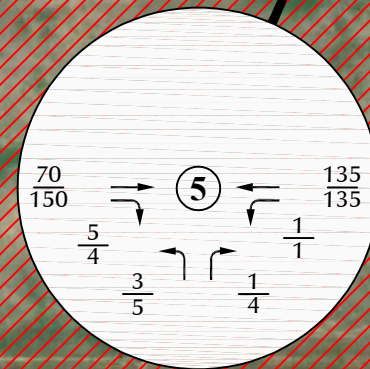
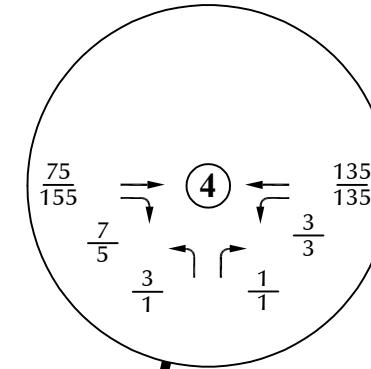
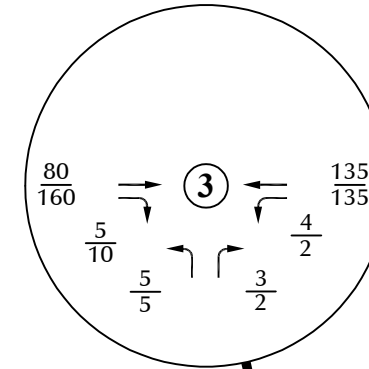
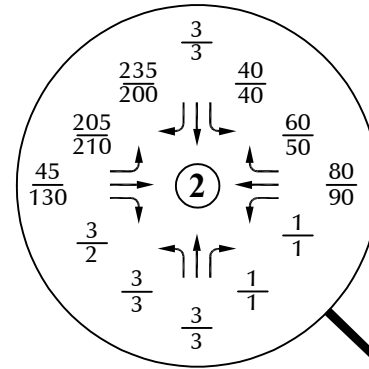
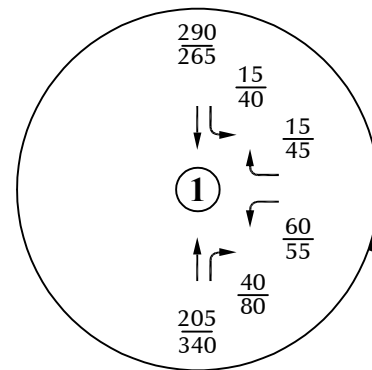
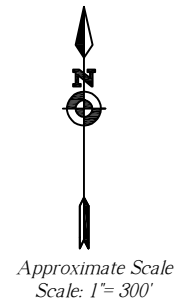


Figure 3a

## November 2020 Existing Traffic, Lane Geometry and Traffic Control

Worthman Acres (LSC #200830)





- Notes:
1. Intersection #1 was adjusted based on the 2017 traffic counts from the Muegge Farms TIA by LSC grown for three years at an annual rate of about 1.5 percent.
  2. Intersection #2 was adjusted based on the 2017 traffic counts from the Muegge Farms TIA by LSC at the intersection of E. Colfax Avenue (US 36)/SH 79.
  3. Intersections #3, #4 and #5 were adjusted based on the adjacent volumes at Intersection #2.

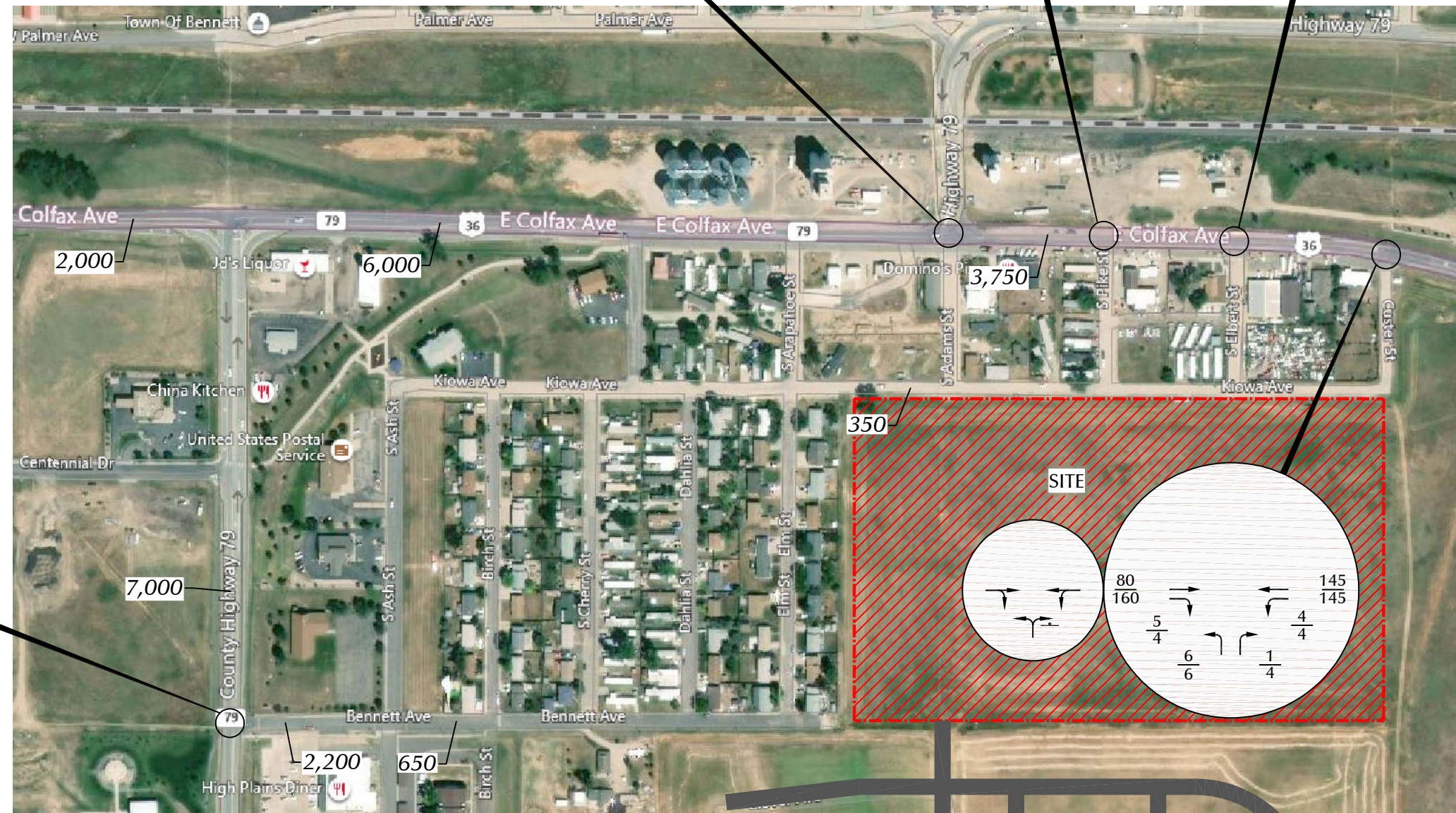
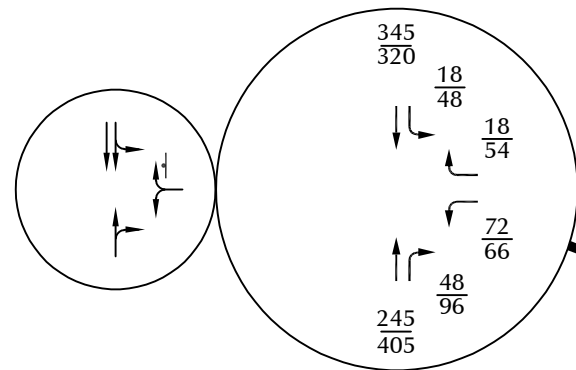
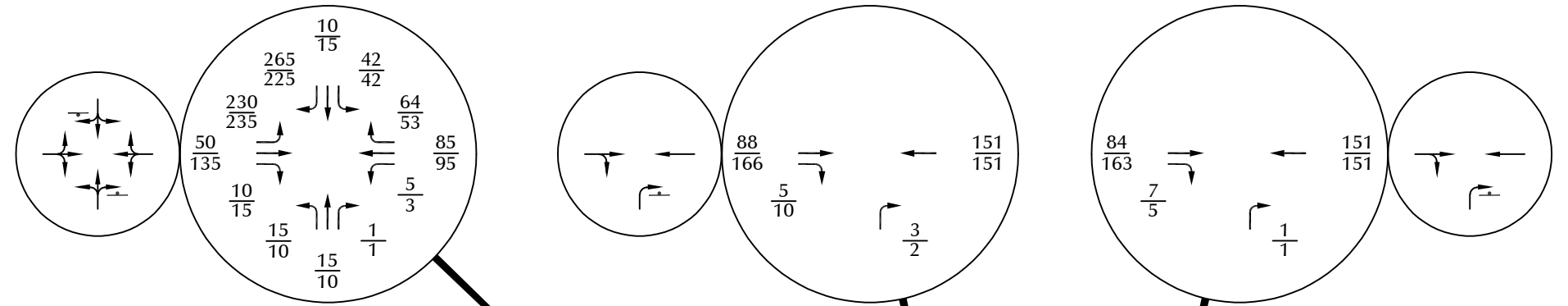
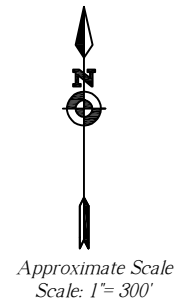
LEGEND:

$\frac{26}{35}$  = AM Peak Hour Traffic  
 $\frac{35}{26}$  = PM Peak Hour Traffic  
 1,000 = Average Daily Traffic



Figure 3b  
**Existing Traffic Volumes  
 Adjusted for Pandemic**  
 Worthman Acres (LSC #200830)





#### LEGEND:

- ⊥ = Stop Sign
- ⦿ = Traffic Signal
- $\frac{26}{35}$  = AM Peak Hour Traffic / PM Peak Hour Traffic
- 1,000 = Average Daily Traffic

#### Notes:

Based on historic CDOT data as follows:

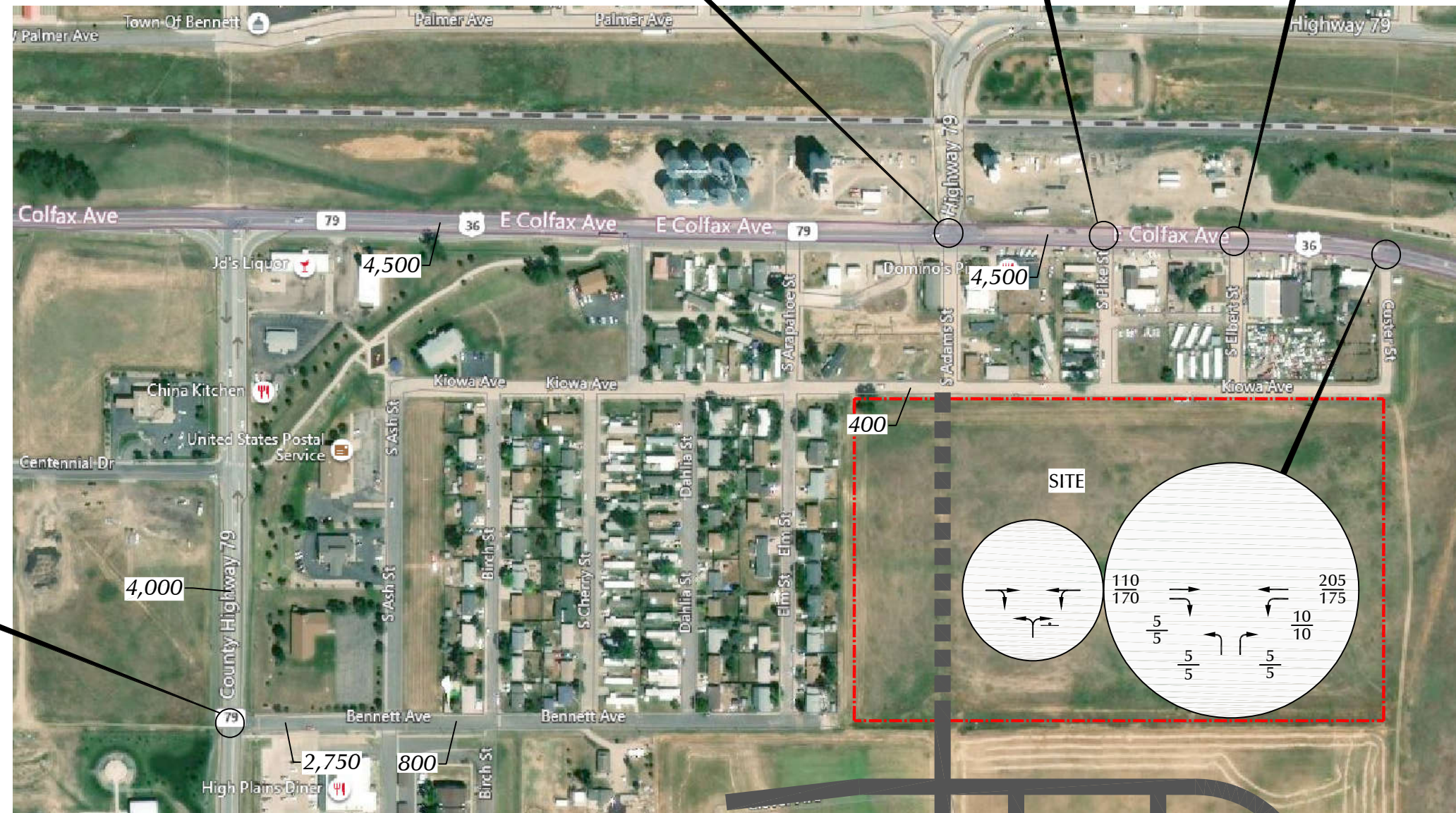
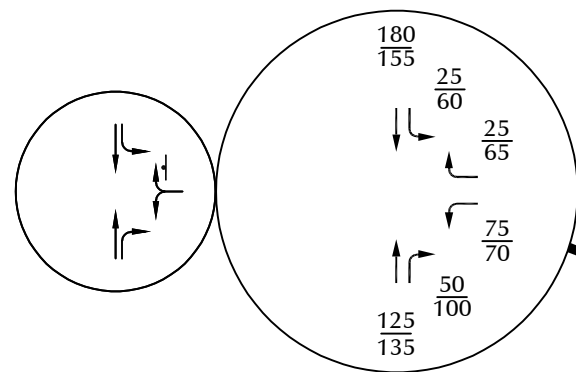
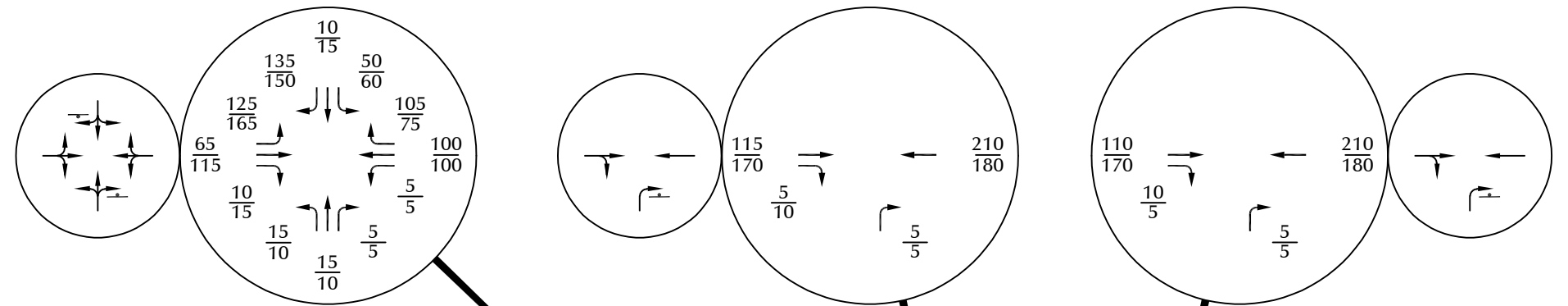
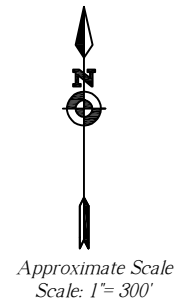
1. SH 79 west of site has 20-year factor of 2.07 = 3.7 percent annual growth.
2. US 36 west of Adams Street (SH 79) has 20-year factor of 1.54 = 2.2 percent annual growth rate.
3. US 36 east of Adams Street (SH 79) has 20-year factor of 1.27 = 1.2 percent annual growth rate.

Figure 4

## Year 2025 Background Traffic, Lane Geometry and Traffic Control

Worthman Acres (LSC #200830)





LEGEND:

- ⊥ = Stop Sign
- ⦿ = Traffic Signal
- $\frac{26}{35}$  = AM Peak Hour Traffic / PM Peak Hour Traffic
- 1,000 = Average Daily Traffic

Note: Assumes 2035 projections from the SH 79 PEL study with six years of growth at an annual rate of one percent.



Figure 5  
**Year 2041 Background Traffic,  
Lane Geometry and Traffic Control**  
Worthman Acres (LSC #200830)



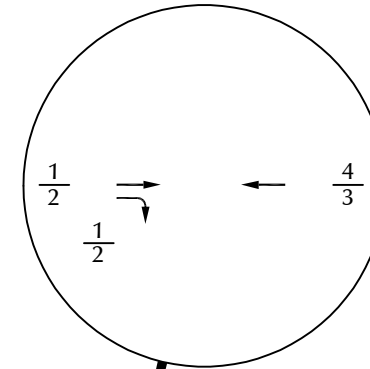
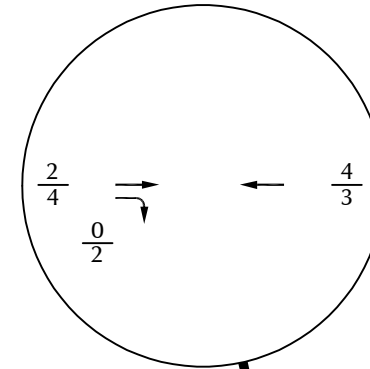
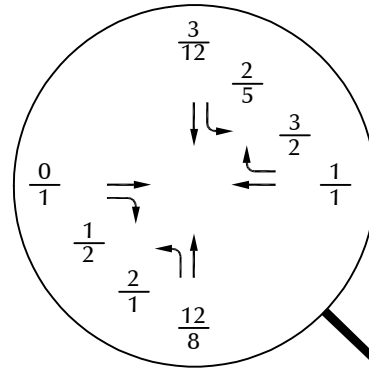
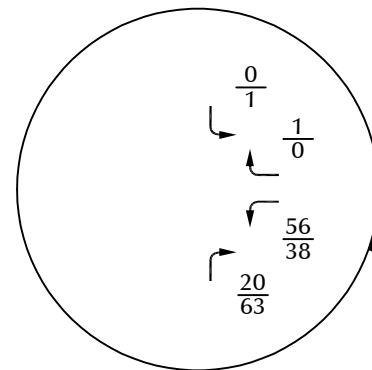
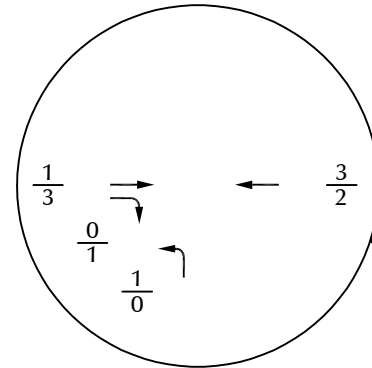
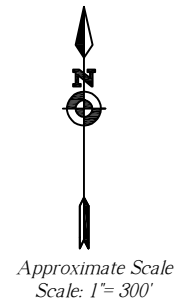


Approximate Scale  
Scale: 1"=600'

LEGEND:  
 = Percent Directional Distribution

Figure 6  
*Directional Distribution of Site-Generated Traffic*  
 Worthman Acres (LSC #200830)





LEGEND:

$\frac{26}{35}$  = AM Peak Hour Traffic  
 $\frac{35}{26}$  = PM Peak Hour Traffic  
 1,000 = Average Daily Traffic



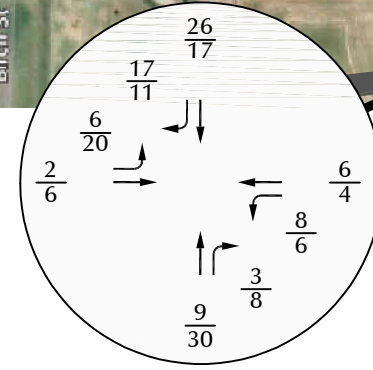
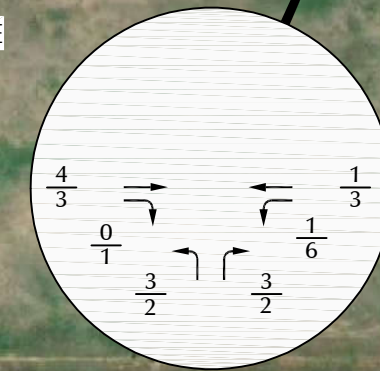
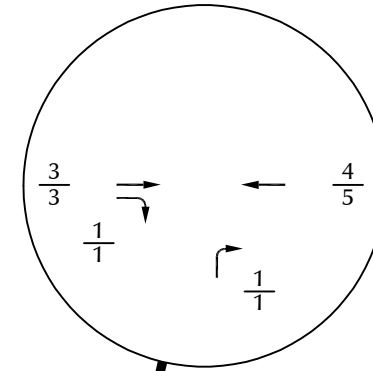
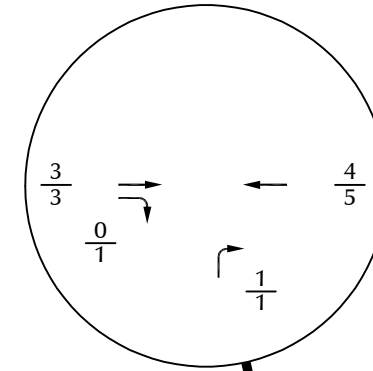
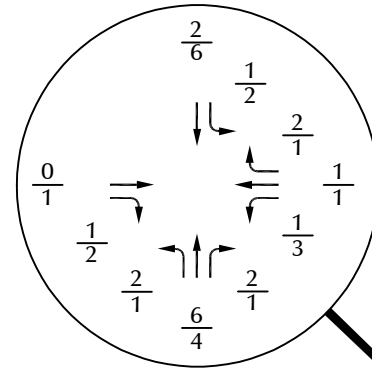
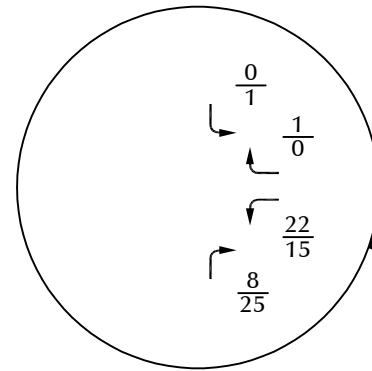
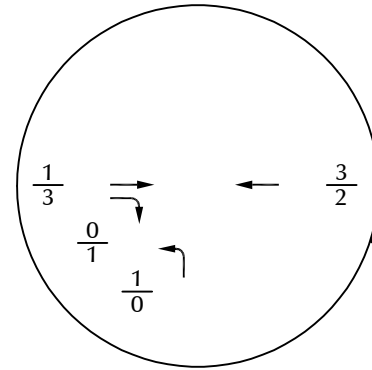
Figure 7a

2025 Assignment of  
Site-Generated Traffic

Worthman Acres (LSC #200830)



Approximate Scale  
Scale: 1" = 300'

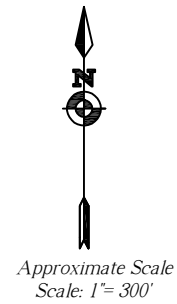


LEGEND:  
 $\frac{26}{35}$  = AM Peak Hour Traffic  
 $\frac{35}{1,000}$  = PM Peak Hour Traffic  
 1,000 = Average Daily Traffic

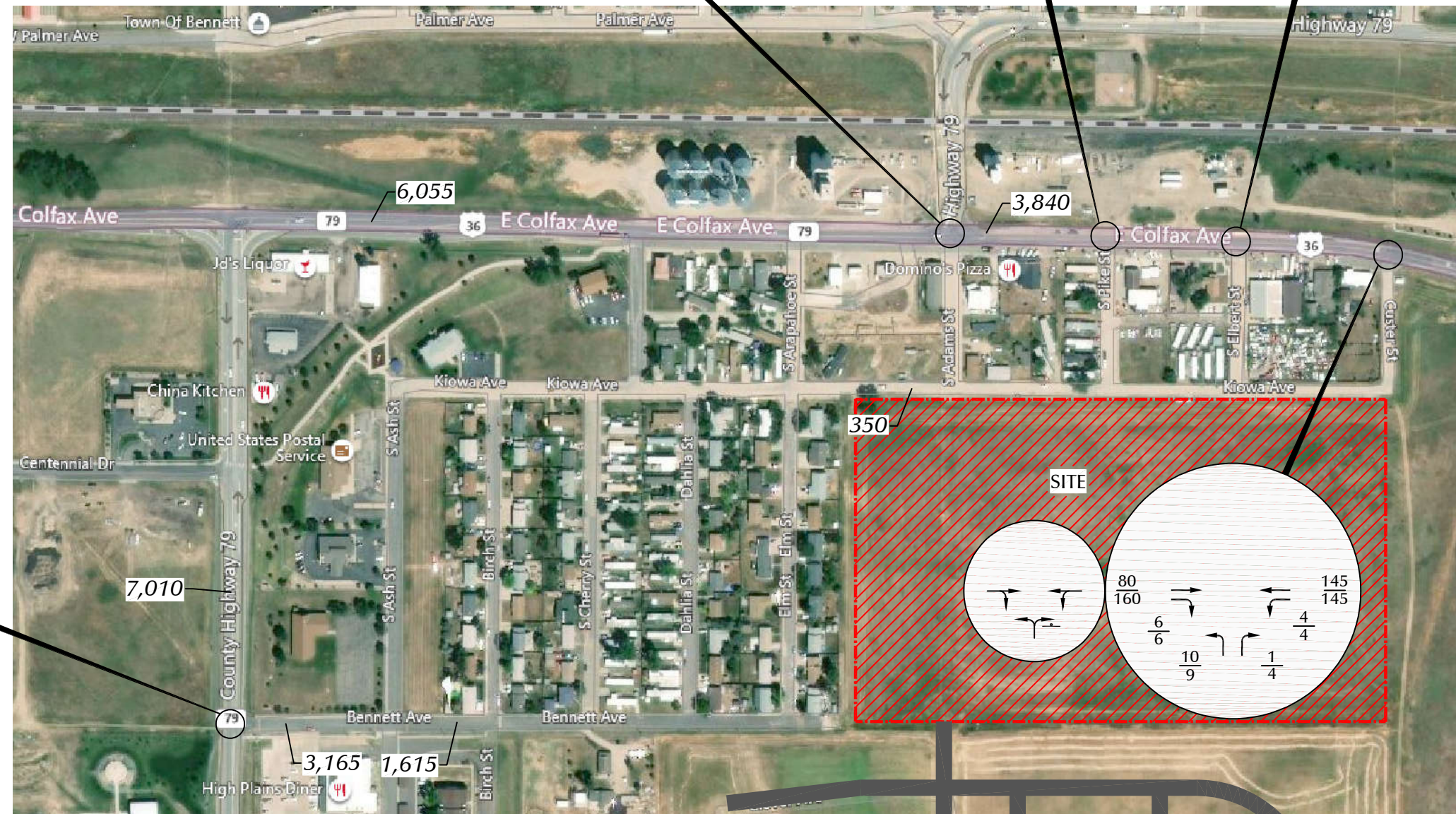
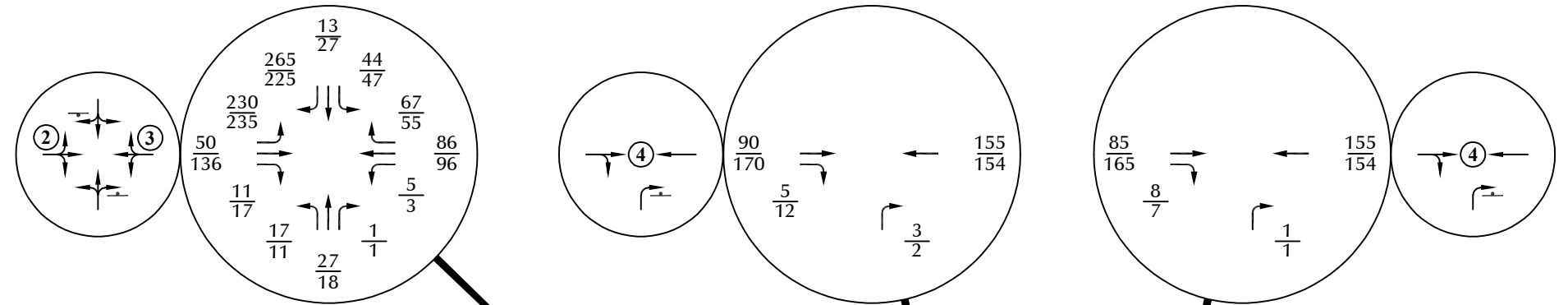
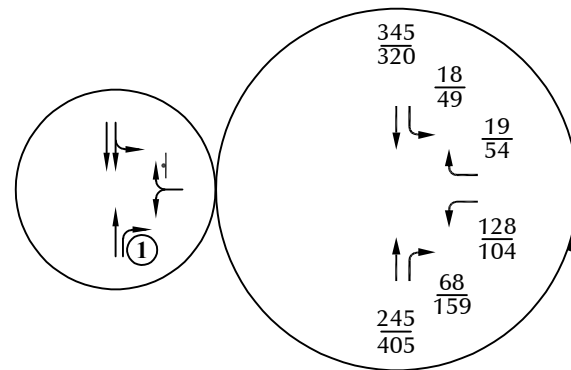


Figure 7b  
 2041 Assignment of  
 Site-Generated Traffic  
 Worthman Acres (LSC #200830)





- ① A northbound right-turn lane is warranted once the peak hour turning volume exceeds 50vph with an opposing volume of at least 100vph. An appropriate length for the 35mph posted speed limit is 190 feet plus a 120-foot transition taper.
- ② An eastbound left-turn lane is warranted by existing traffic volumes but is expected to include little or no site-generated traffic.
- ③ A westbound right-turn lane is warranted by existing traffic volumes but is expected to include minimal site-generated traffic.
- ④ These intersections are planned to be limited to right-in/right-out over time by others.



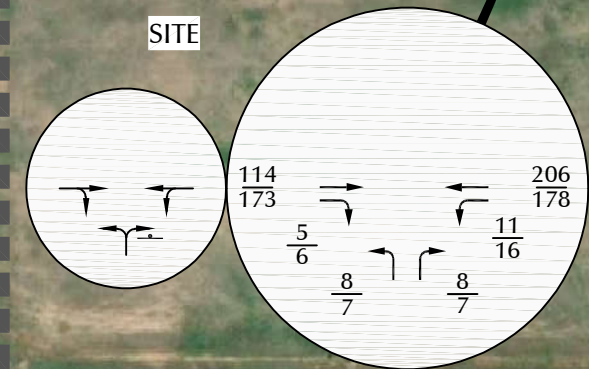
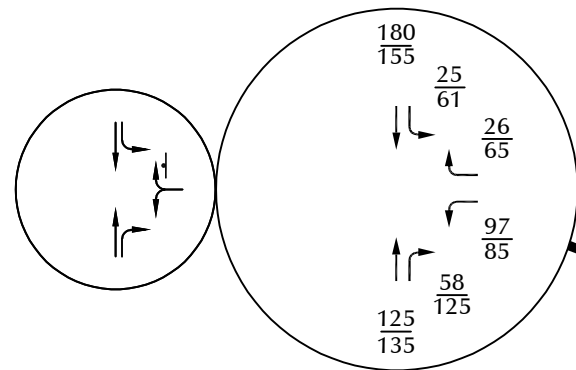
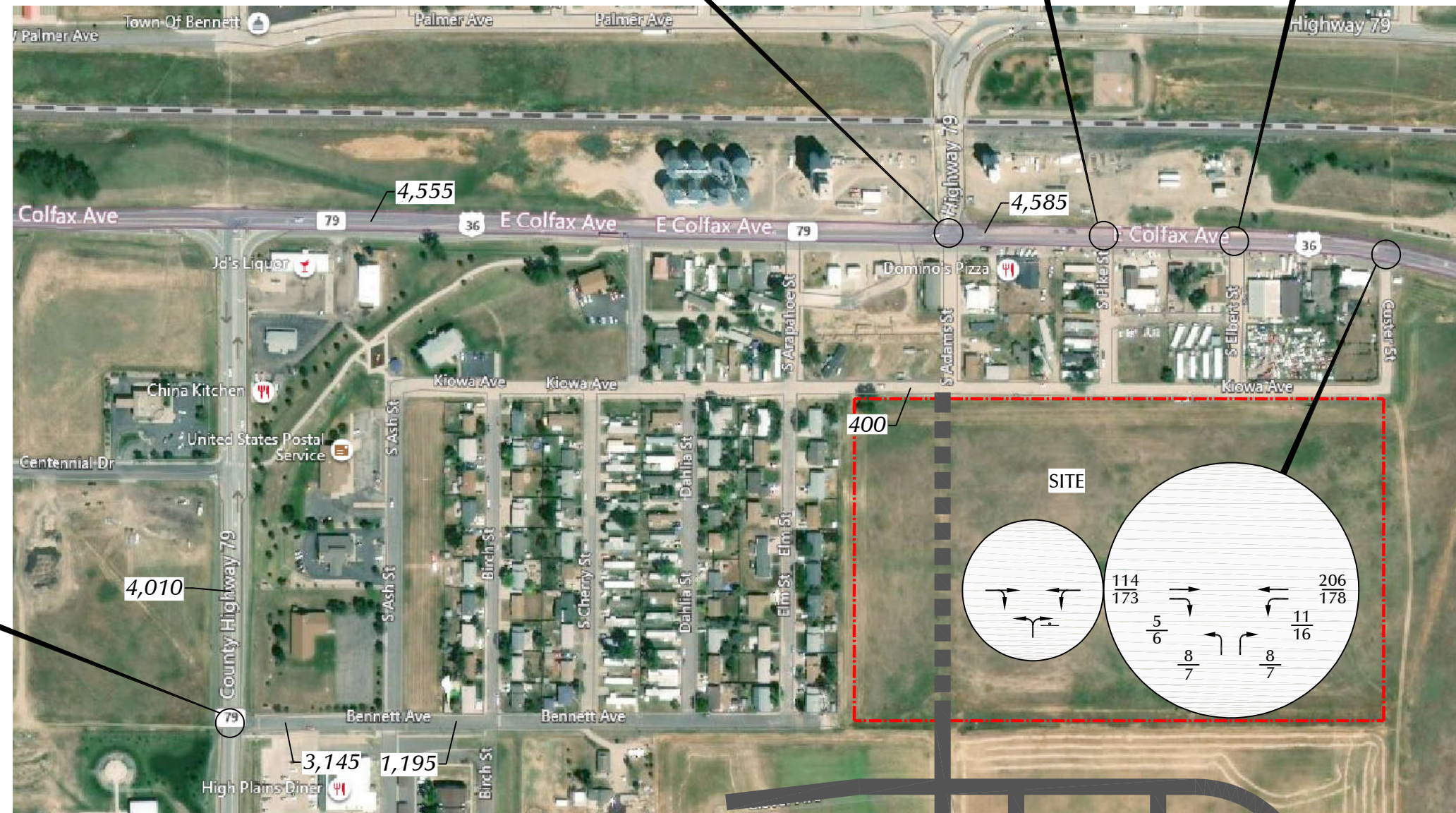
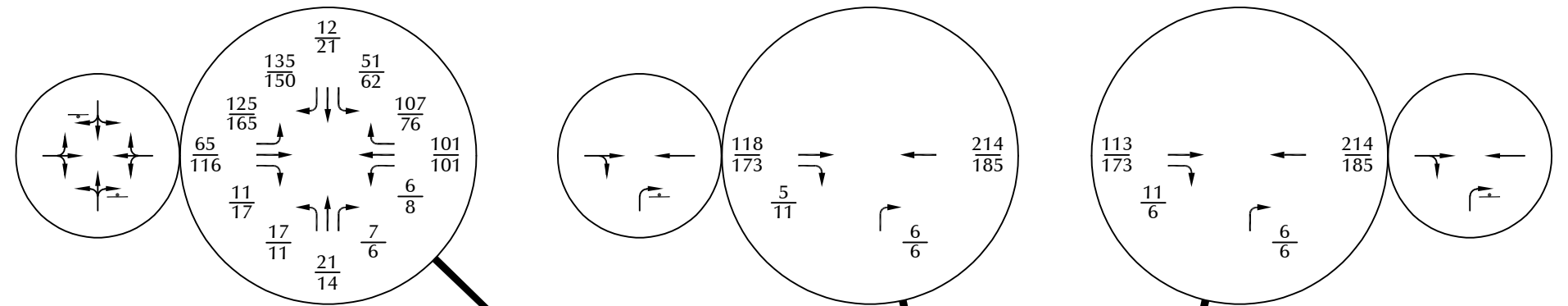
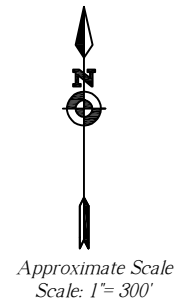
#### LEGEND:

- ⊥ = Stop Sign
- ⦿ = Traffic Signal
- $\frac{26}{35}$  = AM Peak Hour Traffic / PM Peak Hour Traffic
- 1,000 = Average Daily Traffic



Figure 8  
**Year 2025 Total Traffic,  
Lane Geometry and Traffic Control**  
Worthman Acres (LSC #200830)





# LEGEND:

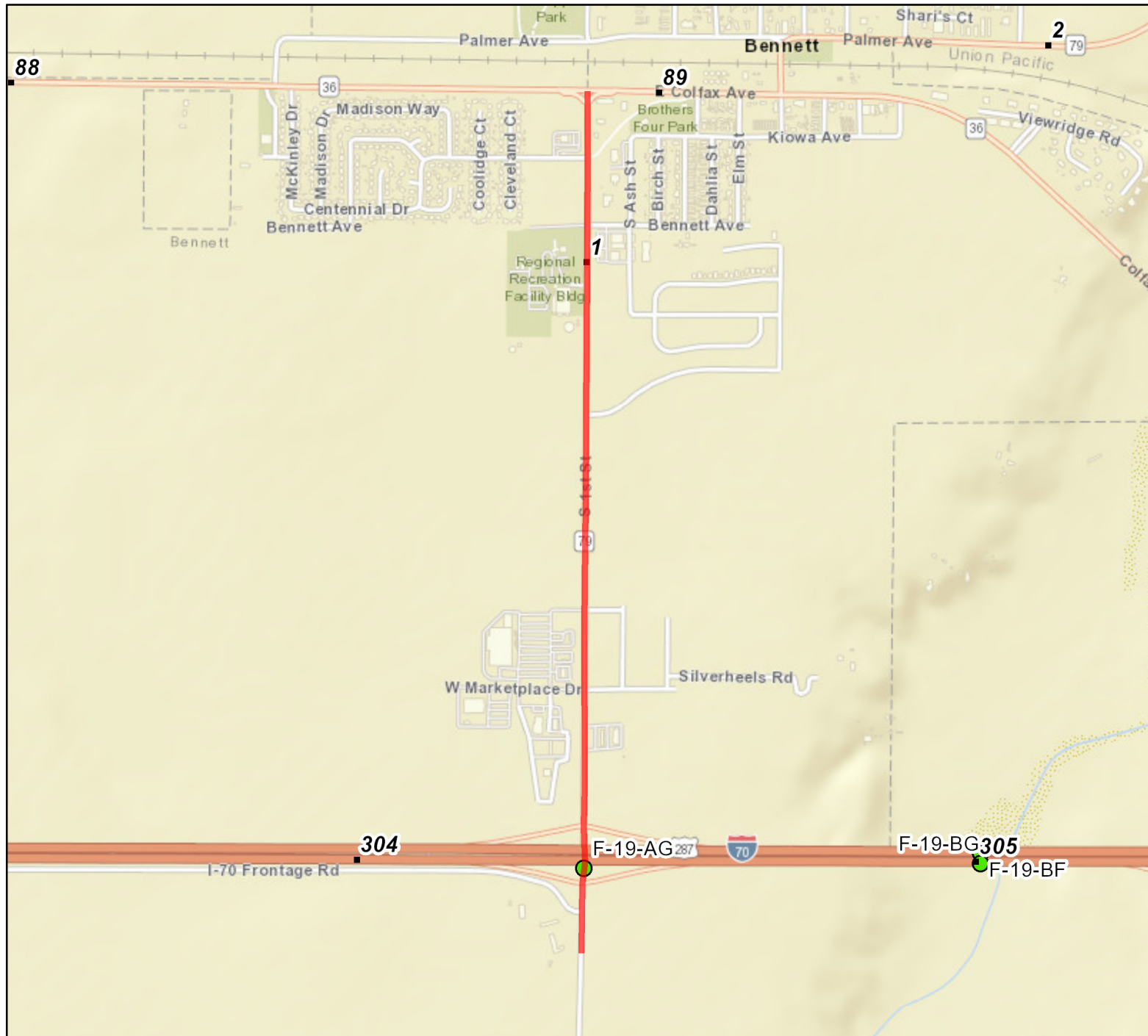
- ⊥ = Stop Sign
- = Traffic Signal
- $\frac{26}{35}$  = AM Peak Hour Traffic / PM Peak Hour Traffic
- 1,000 = Average Daily Traffic



Figure 9  
**Year 2041 Total Traffic,  
Lane Geometry and Traffic Control**  
Worthman Acres (LSC #200830)



# Route 079A From 0 to 2



## Legend

Route

Milepoint

## Structures

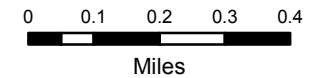
Major Structure

Minor Structure

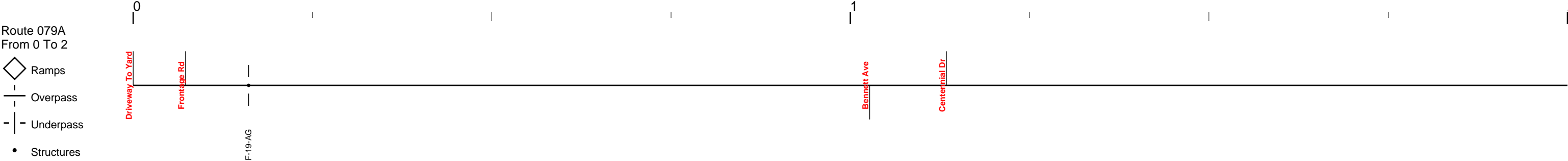
Created:

Date: 12/5/2020

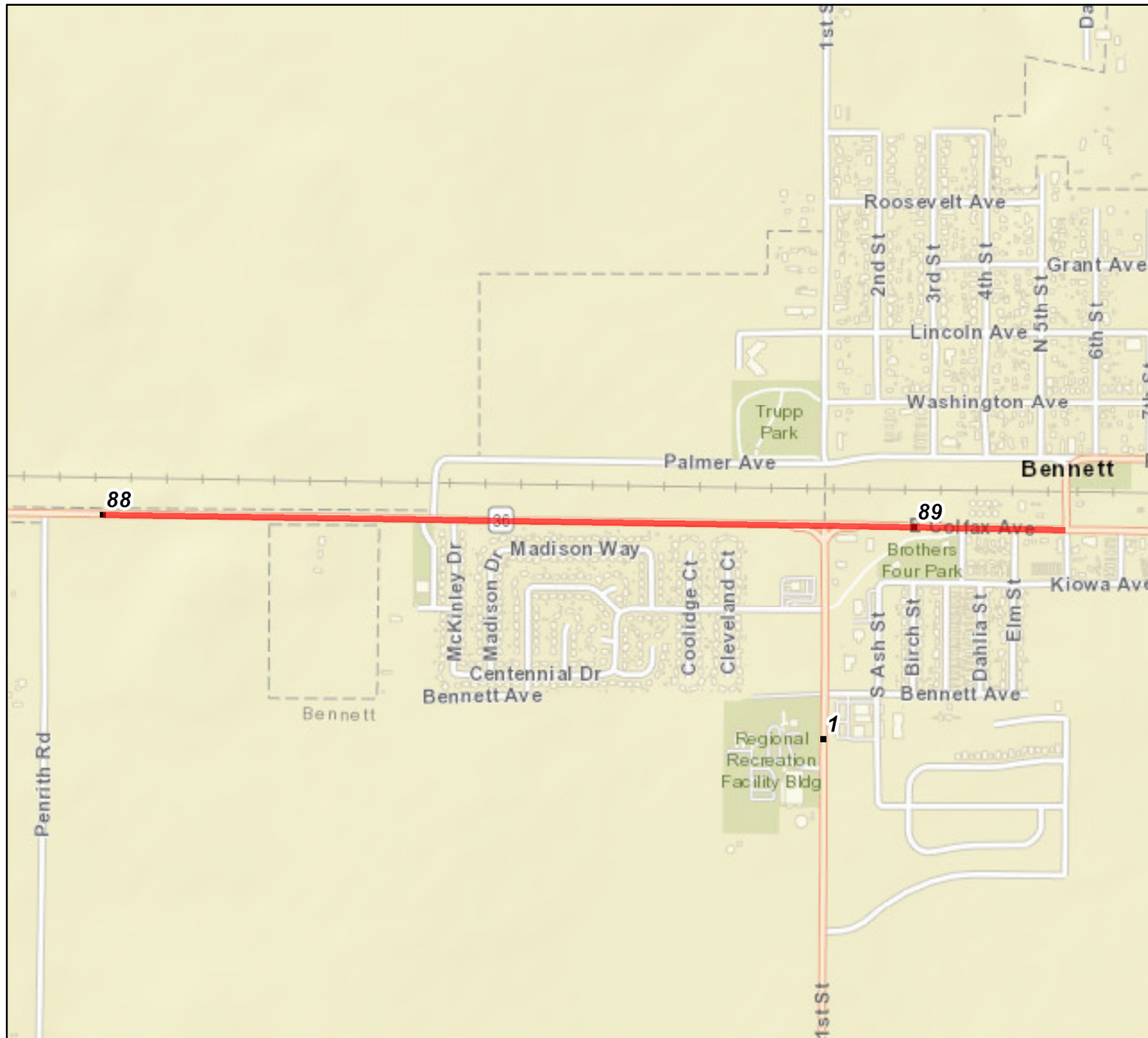
Time: 9:10:42 AM



The information contained in this map is based on the most currently available data and has been checked for accuracy. CDOT does not guarantee the accuracy of any information presented, is not liable in any respect for any errors or omissions, and is not responsible for determining "fitness for use".



# Route 036C From 88 to 90



## Legend

Route

Milepoint

## Structures

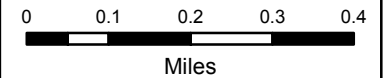
Major Structure

Minor Structure

Created:

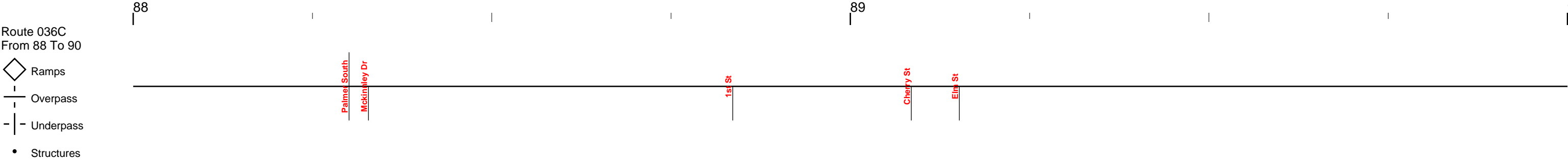
Date: 12/5/2020

Time: 9:13:39 AM

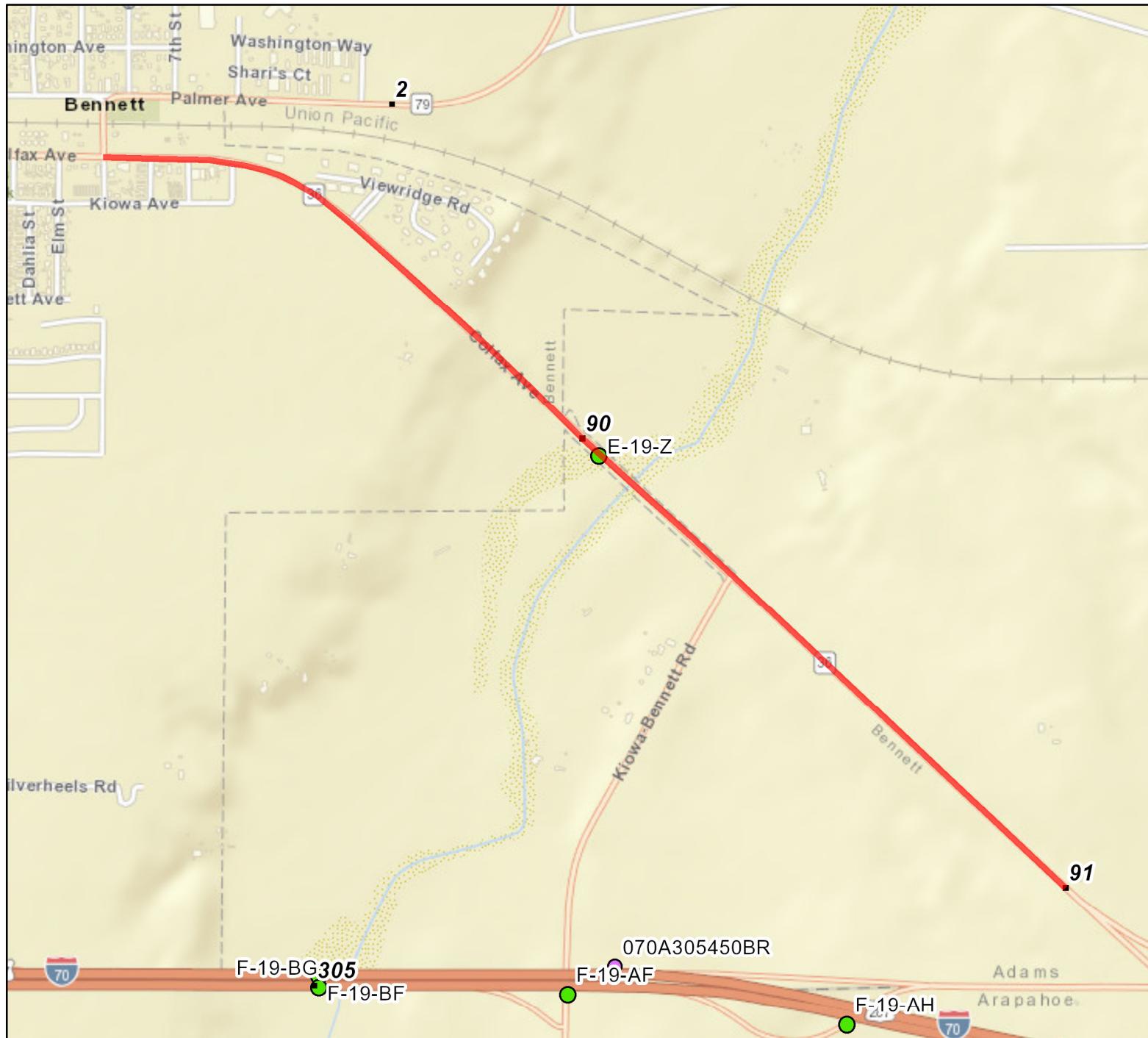


The information contained in this map is based on the most currently available data and has been checked for accuracy. CDOT does not guarantee the accuracy of any information presented, is not liable in any respect for any errors or omissions, and is not responsible for determining "fitness for use".





# Route 036D From 89 to 91



## Legend

Route

Milepoint

## Structures

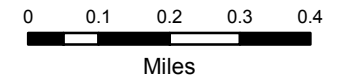
Major Structure

Minor Structure

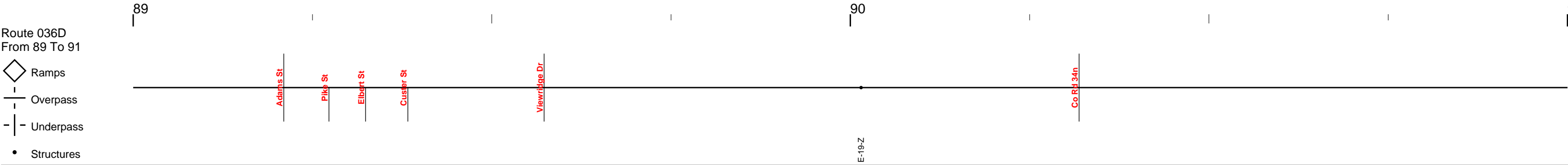
Created:

Date: 12/5/2020

Time: 9:12:58 AM



The information contained in this map is based on the most currently available data and has been checked for accuracy. CDOT does not guarantee the accuracy of any information presented, is not liable in any respect for any errors or omissions, and is not responsible for determining "fitness for use".



CLASSIFICATION			
Access Control	NR-B: Non-Rural Arterial		R-B: Rural Highway
SAFETY			
Primary Speed Limit	55	45	55
TRAFFIC			
AADT	3500		2400
DHV	11.0		
Peak Truck Percentage	0.64		0.70
V/C Ratio	0.15		0.13
V/C Ratio 20	0.19		0.15
Year 20 Factor	1.27		1.19

It may appear that information is missing from the straight line diagram. If so, reduce the number of miles/page and re-submit the request.

# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: 1ST STREET  
E/W STREET: BENNETT AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : 1STBENN  
Site Code : 00000022  
Start Date : 11/18/2020  
Page No : 1

## Groups Printed- VEHICLES

	1ST STREET Southbound				BENNETT AVENUE Westbound				1ST STREET Northbound				Eastbound				Int. Total
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
06:30 AM	1	39	0	0	10	0	1	0	0	18	3	0	0	0	0	0	72
06:45 AM	1	44	0	0	9	0	3	0	0	32	7	0	0	0	0	0	96
Total	2	83	0	0	19	0	4	0	0	50	10	0	0	0	0	0	168
07:00 AM	1	37	0	0	9	0	1	0	0	35	5	1	0	0	0	0	89
07:15 AM	2	53	0	2	13	0	4	0	0	32	5	0	0	0	0	0	111
07:30 AM	3	58	0	0	11	0	2	0	0	28	5	0	0	0	0	1	108
07:45 AM	2	53	0	1	14	0	1	0	0	38	10	0	0	0	0	0	119
Total	8	201	0	3	47	0	8	0	0	133	25	1	0	0	0	1	427
08:00 AM	4	44	0	0	7	0	1	0	0	23	5	0	0	0	0	0	84
08:15 AM	3	43	0	1	12	0	3	0	0	25	5	0	0	0	0	0	92
Total	7	87	0	1	19	0	4	0	0	48	10	0	0	0	0	0	176
04:00 PM	8	47	0	0	20	0	4	0	0	52	19	0	0	0	0	0	150
04:15 PM	4	55	0	1	14	0	6	0	0	53	18	0	0	0	0	0	151
04:30 PM	5	50	0	0	14	0	8	0	0	64	10	0	0	0	0	0	151
04:45 PM	4	70	0	5	13	0	6	0	0	65	22	0	0	0	0	0	185
Total	21	222	0	6	61	0	24	0	0	234	69	0	0	0	0	0	637
05:00 PM	12	58	0	1	8	1	9	0	0	54	16	0	0	0	0	0	159
05:15 PM	12	61	0	0	5	0	9	0	0	64	13	0	0	0	0	0	164
05:30 PM	4	51	0	3	7	1	5	0	0	70	15	0	0	0	0	0	156
05:45 PM	9	40	0	1	8	0	7	0	0	67	19	0	0	0	0	0	151
Total	37	210	0	5	28	2	30	0	0	255	63	0	0	0	0	0	630
Grand Total	75	803	0	15	174	2	70	0	0	720	177	1	0	0	0	1	2038
Apprch %	8.4	89.9	0.0	1.7	70.7	0.8	28.5	0.0	0.0	80.2	19.7	0.1	0.0	0.0	0.0	100.0	
Total %	3.7	39.4	0.0	0.7	8.5	0.1	3.4	0.0	0.0	35.3	8.7	0.0	0.0	0.0	0.0	0.0	

# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: 1ST STREET  
E/W STREET: BENNETT AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : 1STBENN  
Site Code : 00000022  
Start Date : 11/18/2020  
Page No : 2

	1ST STREET Southbound					BENNETT AVENUE Westbound					1ST STREET Northbound					Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour	From 07:15 AM to 08:00 AM - Peak 1 of 1																				
Intersection	07:15 AM																				
Volume	11	208	0	3	222	45	0	8	0	53	0	121	25	0	146	0	0	0	1	1	422
Percent	5.0	93.7	0.0	1.4		84.9	0.0	15.1	0.0		0.0	82.9	17.1	0.0		0.0	0.0	0.0	100.0		
07:45																					
Volume	2	53	0	1	56	14	0	1	0	15	0	38	10	0	48	0	0	0	0	0	119
Peak Factor																					0.887
High Int.	07:30 AM					07:15 AM					07:45 AM					07:30 AM					
Volume	3	58	0	0	61	13	0	4	0	17	0	38	10	0	48	0	0	0	1	1	
Peak Factor																					

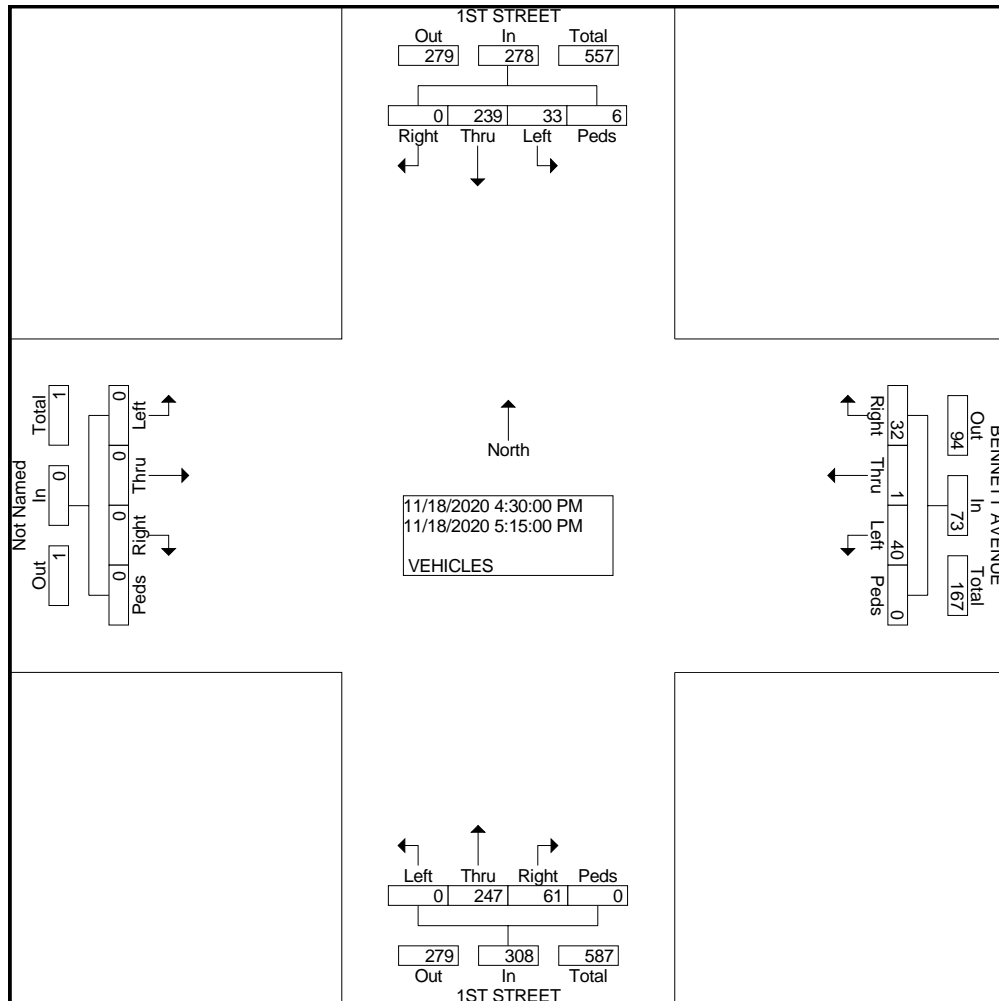
# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: 1ST STREET  
E/W STREET: BENNETT AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : 1STBENN  
Site Code : 00000022  
Start Date : 11/18/2020  
Page No : 2

	1ST STREET Southbound					BENNETT AVENUE Westbound					1ST STREET Northbound					Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 04:30 PM to 05:15 PM - Peak 1 of 1																					
Intersection	04:30 PM																				
Volume	33	239	0	6	278	40	1	32	0	73	0	247	61	0	308	0	0	0	0	0	659
Percent	11.9	86.0	0.0	2.2		54.8	1.4	43.8	0.0		0.0	80.2	19.8	0.0		0.0	0.0	0.0	0.0		
04:45																					
Volume	4	70	0	5	79	13	0	6	0	19	0	65	22	0	87	0	0	0	0	0	185
Peak Factor																					0.891
High Int.	04:45 PM					04:30 PM					04:45 PM										
Volume	4	70	0	5	79	14	0	8	0	22	0	65	22	0	87						
Peak Factor	0.88					0.83					0.88					5					



# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: 1ST STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : 1STCOLF  
Site Code : 00000015  
Start Date : 11/18/2020  
Page No : 1

## Groups Printed- VEHICLES

	Southbound				COLFAX AVENUE Westbound				1ST STREET Northbound				COLFAX AVENUE Eastbound				Int. Total
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
06:30 AM	0	0	0	0	34	9	0	0	8	0	14	0	0	4	2	0	71
06:45 AM	0	0	0	0	31	7	0	0	4	0	32	0	0	3	3	0	80
Total	0	0	0	0	65	16	0	0	12	0	46	0	0	7	5	0	151
07:00 AM	0	0	0	0	34	8	0	0	3	0	31	0	0	4	1	0	81
07:15 AM	0	0	0	0	41	13	0	0	7	0	32	0	0	10	5	0	108
07:30 AM	0	0	0	0	52	12	0	0	2	0	28	0	0	13	5	0	112
07:45 AM	0	0	0	0	48	15	0	0	6	0	41	0	0	14	5	0	129
Total	0	0	0	0	175	48	0	0	18	0	132	0	0	41	16	0	430
08:00 AM	0	0	0	0	41	6	0	0	5	0	20	1	0	6	4	0	83
08:15 AM	0	0	0	0	35	7	0	0	7	0	22	0	0	7	5	0	83
Total	0	0	0	0	76	13	0	0	12	0	42	1	0	13	9	0	166
04:00 PM	0	0	1	0	40	6	0	0	8	0	38	0	0	14	13	0	120
04:15 PM	0	0	0	0	44	3	0	0	4	0	44	0	0	12	14	0	121
04:30 PM	0	0	0	0	56	6	0	0	4	0	56	0	0	10	6	0	138
04:45 PM	0	0	0	0	63	7	0	0	14	0	45	0	0	16	12	0	157
Total	0	0	1	0	203	22	0	0	30	0	183	0	0	52	45	0	536
05:00 PM	0	0	0	0	49	9	0	0	6	0	46	3	0	20	18	0	151
05:15 PM	0	0	0	0	54	9	0	0	10	0	51	0	0	14	11	0	149
05:30 PM	0	0	0	0	45	4	0	0	13	0	50	0	0	13	12	0	137
05:45 PM	0	0	0	0	41	1	0	0	9	0	52	0	0	9	9	0	121
Total	0	0	0	0	189	23	0	0	38	0	199	3	0	56	50	0	558
Grand Total	0	0	1	0	708	122	0	0	110	0	602	4	0	169	125	0	1841
Apprch %	0.0	0.0	100.0	0.0	85.3	14.7	0.0	0.0	15.4	0.0	84.1	0.6	0.0	57.5	42.5	0.0	
Total %	0.0	0.0	0.1	0.0	38.5	6.6	0.0	0.0	6.0	0.0	32.7	0.2	0.0	9.2	6.8	0.0	



# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: 1ST STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : 1STCOLF  
Site Code : 00000015  
Start Date : 11/18/2020  
Page No : 2

	Southbound					COLFAX AVENUE Westbound					1ST STREET Northbound					COLFAX AVENUE Eastbound						
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total	
Peak Hour From 06:30 AM to 08:15 AM - Peak 1 of 1																						
Intersection	07:15 AM																					
Volume	0	0	0	0	0	182	46	0	0	228	20	0	121	1	142	0	43	19	0	62	432	
Percent	0.0	0.0	0.0	0.0		79.8	20.2	0.0	0.0		14.1	0.0	85.2	0.7		0.0	69.4	30.6	0.0			
07:45																						
Volume	0	0	0	0	0	48	15	0	0	63	6	0	41	0	47	0	14	5	0	19	129	
Peak Factor																					0.837	
High Int.	6:15:00 AM					07:30 AM					07:45 AM					07:45 AM						
Volume	0	0	0	0	0	52	12	0	0	64	6	0	41	0	47	0	14	5	0	19		
Peak Factor																					0.81 1	0.81 6

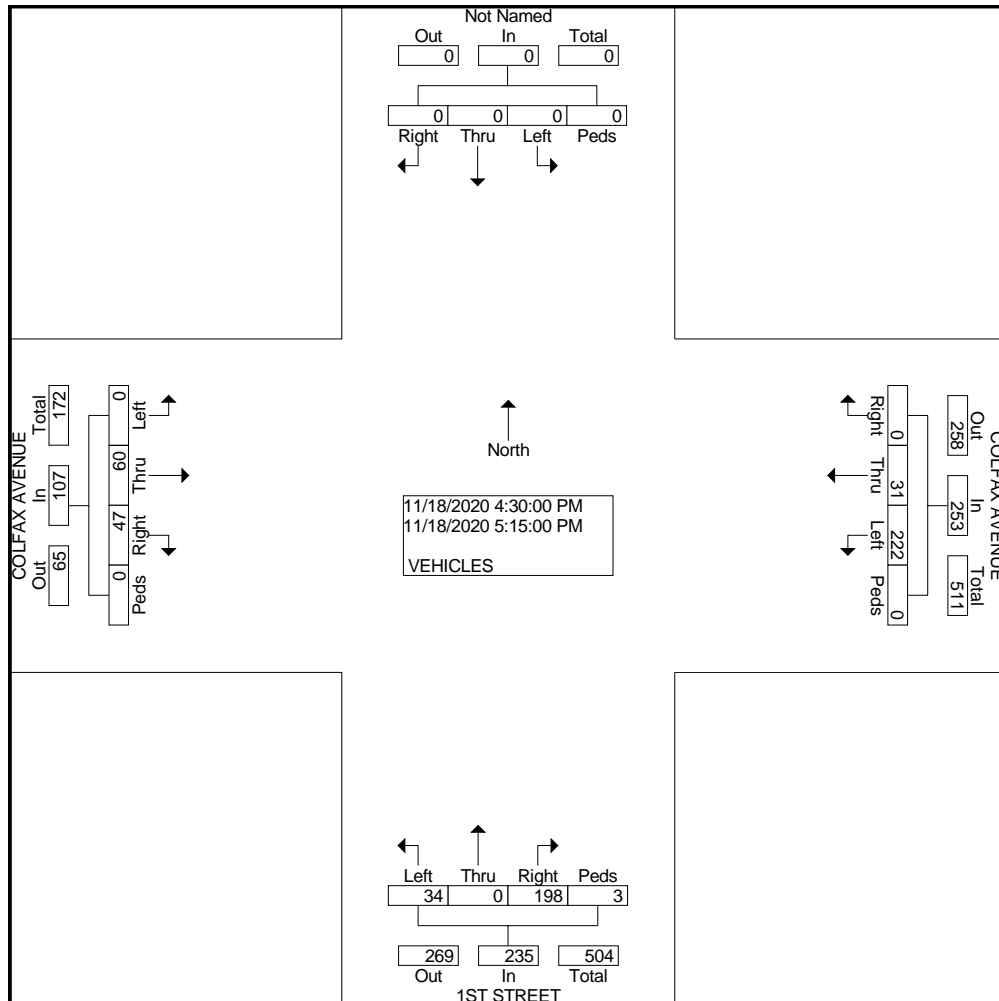
# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: 1ST STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : 1STCOLF  
Site Code : 00000015  
Start Date : 11/18/2020  
Page No : 2

	Southbound					COLFAX AVENUE Westbound					1ST STREET Northbound					COLFAX AVENUE Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Intersection	04:30 PM																				
Volume	0	0	0	0	0	222	31	0	0	253	34	0	198	3	235	0	60	47	0	107	595
Percent	0.0	0.0	0.0	0.0		87.7	12.3	0.0	0.0		14.5	0.0	84.3	1.3		0.0	56.1	43.9	0.0		
04:45																					
Volume	0	0	0	0	0	63	7	0	0	70	14	0	45	0	59	0	16	12	0	28	157
Peak Factor																					0.947
High Int.						04:45 PM					05:15 PM					05:00 PM					
Volume	0	0	0	0	0	63	7	0	0	70	10	0	51	0	61	0	20	18	0	38	
Peak Factor											0.90					0.96					0.70
											4					3					4



# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: ADAMS STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : untitled29  
Site Code : 00000017  
Start Date : 11/18/2020  
Page No : 1

## Groups Printed- VEHICLES

	ADAMS STREET Southbound				COLFAX AVENUE Westbound				ADAMS STREET Northbound				COLFAX AVENUE Eastbound				Int. Total
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
06:30 AM	3	0	27	0	0	18	5	0	0	0	1	0	15	8	0	0	77
06:45 AM	5	0	28	0	0	12	10	0	0	0	0	0	33	6	0	0	94
Total	8	0	55	0	0	30	15	0	0	0	1	0	48	14	0	0	171
07:00 AM	7	0	30	0	0	15	11	0	0	0	0	0	31	6	0	0	100
07:15 AM	6	0	41	2	0	22	13	0	0	0	0	0	45	6	0	0	135
07:30 AM	11	1	47	0	0	14	12	0	0	0	0	0	38	5	1	0	129
07:45 AM	9	1	55	0	0	15	18	0	0	1	0	0	49	13	1	0	162
Total	33	2	173	2	0	66	54	0	0	1	0	0	163	30	2	0	526
08:00 AM	6	0	36	0	0	15	10	0	0	1	0	0	29	6	0	0	103
08:15 AM	6	0	32	0	0	14	7	0	0	0	0	0	22	8	0	0	89
Total	12	0	68	0	0	29	17	0	0	1	0	0	51	14	0	0	192
04:00 PM	7	1	35	0	0	21	12	0	0	1	1	0	44	20	0	0	142
04:15 PM	8	1	36	5	0	16	13	0	0	2	0	0	38	31	0	0	150
04:30 PM	7	1	44	1	0	16	4	0	0	0	0	0	51	18	0	0	142
04:45 PM	5	2	51	4	0	20	14	0	0	0	0	0	44	25	1	0	166
Total	27	5	166	10	0	73	43	0	0	3	1	0	177	94	1	0	600
05:00 PM	12	0	41	2	0	19	12	0	0	2	0	0	47	25	0	0	160
05:15 PM	9	0	42	0	0	26	11	0	0	0	1	0	47	26	0	0	162
05:30 PM	3	0	29	0	0	22	8	0	1	0	0	0	43	21	1	0	128
05:45 PM	7	0	21	0	1	16	14	0	0	0	0	0	48	22	0	0	129
Total	31	0	133	2	1	83	45	0	1	2	1	0	185	94	1	0	579
Grand Total	111	7	595	14	1	281	174	0	1	7	3	0	624	246	4	0	2068
Apprch %	15.3	1.0	81.8	1.9	0.2	61.6	38.2	0.0	9.1	63.6	27.3	0.0	71.4	28.1	0.5	0.0	
Total %	5.4	0.3	28.8	0.7	0.0	13.6	8.4	0.0	0.0	0.3	0.1	0.0	30.2	11.9	0.2	0.0	

# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: ADAMS STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : untitled29  
Site Code : 00000017  
Start Date : 11/18/2020  
Page No : 2

	ADAMS STREET Southbound					COLFAX AVENUE Westbound					ADAMS STREET Northbound					COLFAX AVENUE Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 06:30 AM to 08:15 AM - Peak 1 of 1																					
Intersection	07:15 AM																				
Volume	32	2	179	2	215	0	66	53	0	119	0	2	0	0	2	161	30	2	0	193	529
Percent	14.9	0.9	83.3	0.9		0.0	55.5	44.5	0.0		0.0	100.0	0.0	0.0		83.4	15.5	1.0	0.0		
07:45																					
Volume	9	1	55	0	65	0	15	18	0	33	0	1	0	0	1	49	13	1	0	63	162
Peak Factor																					0.816
High Int.	07:45 AM					07:15 AM					07:45 AM					07:45 AM					
Volume	9	1	55	0	65	0	22	13	0	35	0	1	0	0	1	49	13	1	0	63	
Peak Factor																					
</																					

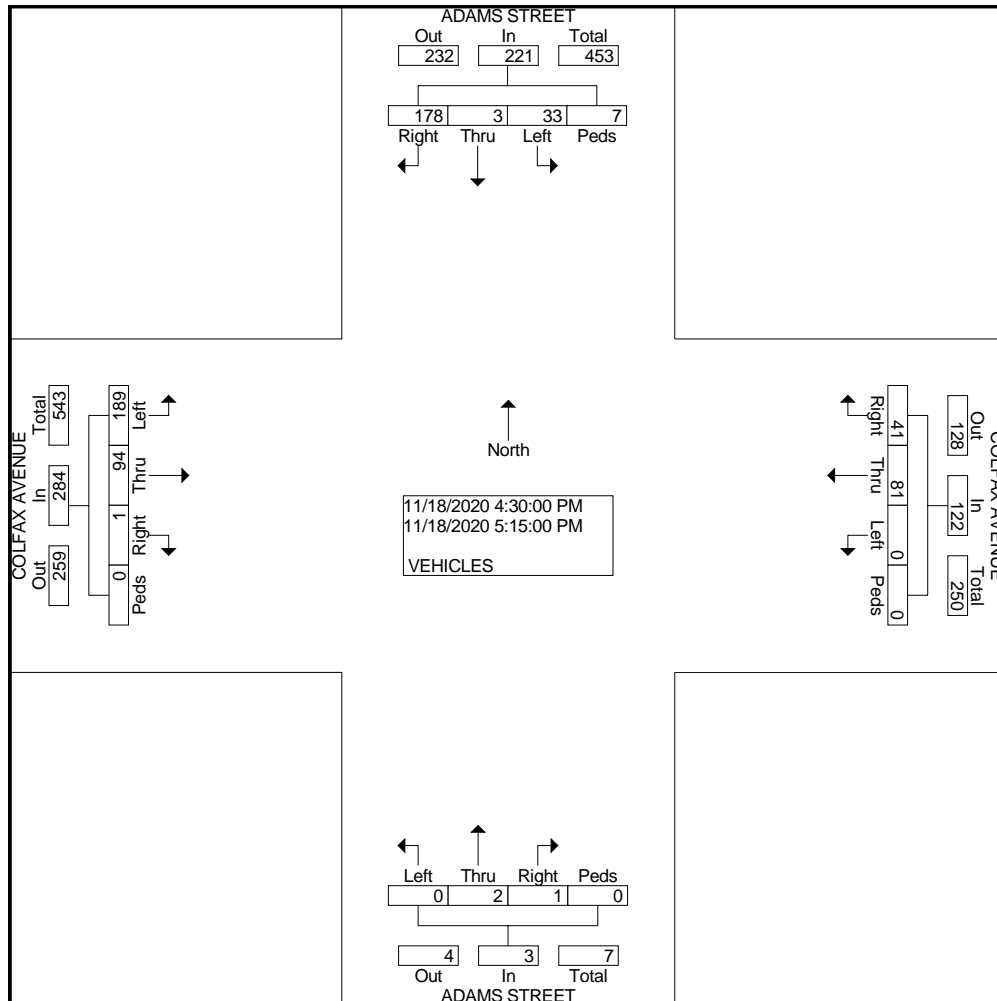
# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: ADAMS STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : ADAMCOLF  
Site Code : 00000017  
Start Date : 11/18/2020  
Page No : 2

	ADAMS STREET Southbound					COLFAX AVENUE Westbound					ADAMS STREET Northbound					COLFAX AVENUE Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 04:30 PM to 05:15 PM - Peak 1 of 1	04:30 PM																				
Intersection	04:30 PM																				
Volume	33	3	178	7	221	0	81	41	0	122	0	2	1	0	3	189	94	1	0	284	630
Percent	14.9	1.4	80.5	3.2		0.0	66.4	33.6	0.0		0.0	66.7	33.3	0.0		66.5	33.1	0.4	0.0		
04:45 Volume	5	2	51	4	62	0	20	14	0	34	0	0	0	0	0	44	25	1	0	70	166
Peak Factor																					0.949
High Int. Volume	04:45 PM					05:15 PM					05:00 PM					05:15 PM					
Peak Factor	5	2	51	4	62	0	26	11	0	37	0	2	0	0	2	47	26	0	0	73	
	0.89					0.82					0.37					0.97					3
	1					4					5										



# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: CUSTER STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : CUSTCOLF  
Site Code : 00000011  
Start Date : 11/19/2020  
Page No : 1

## Groups Printed- VEHICLES

	Southbound				COLFAX AVENUE Westbound				CUSTER STREET Northbound				COLFAX AVENUE Eastbound				Int. Total
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
06:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
07:00 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
07:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
07:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
07:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2
Total	0	0	0	0	0	0	0	0	1	0	0	0	0	0	4	0	5
08:00 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
08:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2
Total	0	0	0	0	0	0	0	0	1	0	0	0	0	0	2	0	3
04:00 PM	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	2
04:15 PM	0	0	0	0	0	0	0	0	1	0	1	0	0	0	1	0	3
04:30 PM	0	0	0	0	0	0	0	0	2	0	0	0	0	0	1	0	3
04:45 PM	0	0	0	0	0	0	0	0	1	0	1	0	0	0	1	0	3
Total	0	0	0	0	1	0	0	0	4	0	3	0	0	0	3	0	11
05:00 PM	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	2
05:15 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
05:45 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	1	0	3	0	0	0	0	0	4
Grand Total	0	0	0	0	1	0	0	0	7	0	6	0	0	0	10	0	24
Apprch %	0.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	53.8	0.0	46.2	0.0	0.0	0.0	100.0	0.0	
Total %	0.0	0.0	0.0	0.0	4.2	0.0	0.0	0.0	29.2	0.0	25.0	0.0	0.0	0.0	41.7	0.0	



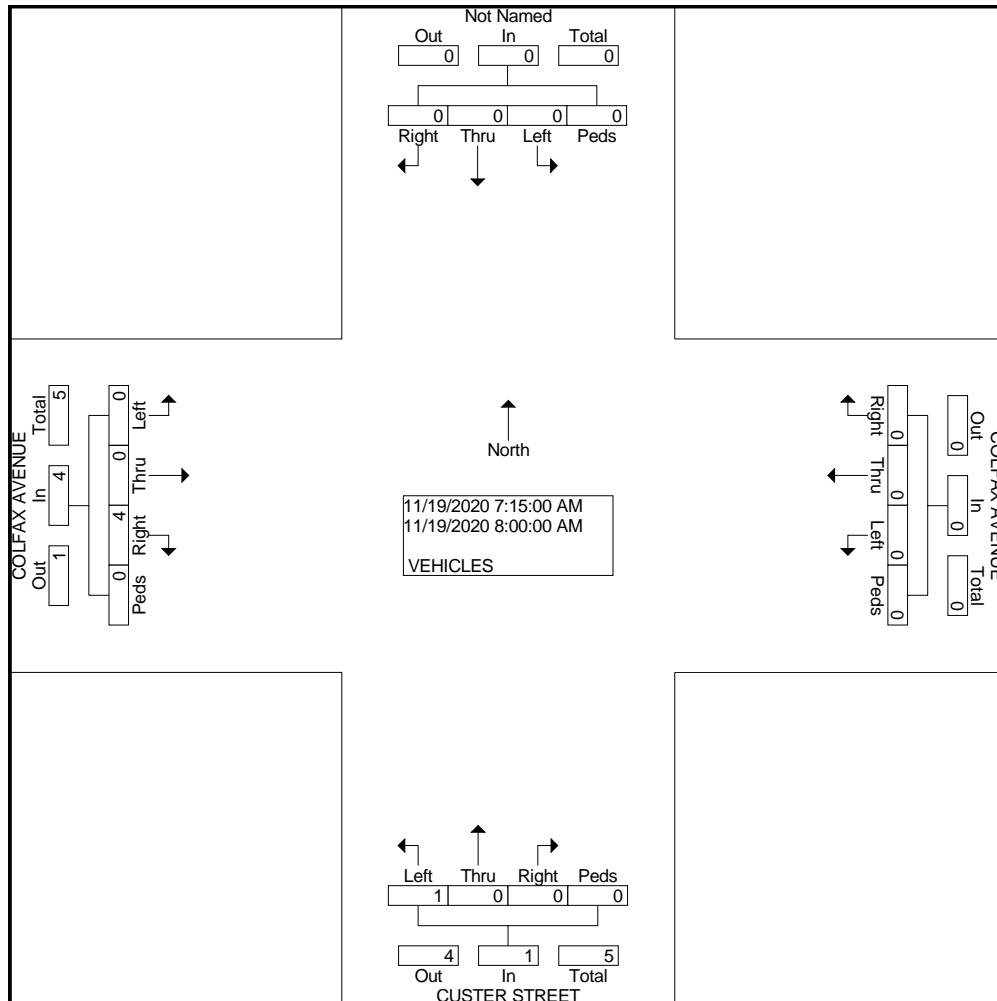
# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: CUSTER STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : CUSTCOLF  
Site Code : 00000011  
Start Date : 11/19/2020  
Page No : 2

	Southbound					COLFAX AVENUE Westbound					CUSTER STREET Northbound					COLFAX AVENUE Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour	From 07:15 AM to 08:00 AM - Peak 1 of 1																				
Intersection	07:15 AM																				
Volume	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	4	0	4	5
Percent	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0		100.0	0.0	0.0	0.0		0.0	0.0	100.0	0.0		
07:45																					
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	2
Peak Factor																					0.625
High Int.											08:00 AM					07:45 AM					
Volume	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	2	0	2	
Peak Factor											0.25					0.50					0



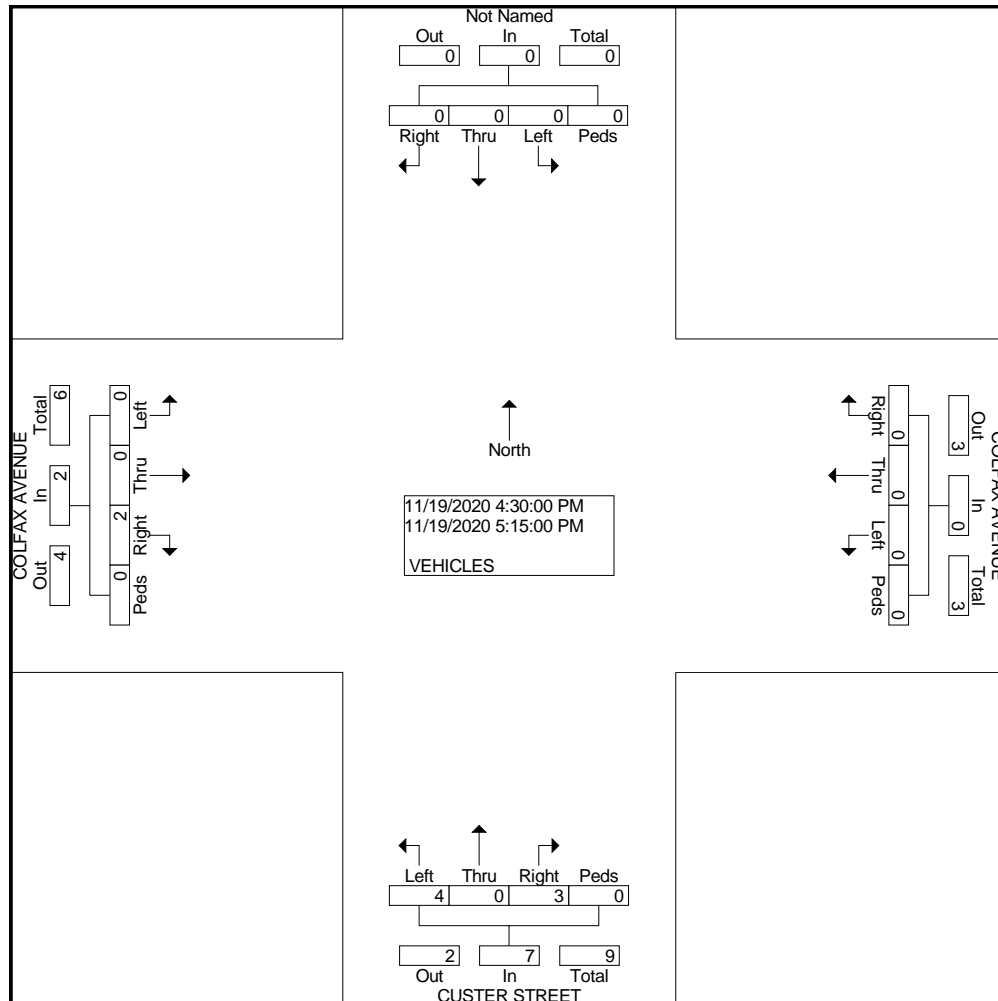
# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: CUSTER STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : CUSTCOLF  
Site Code : 00000011  
Start Date : 11/19/2020  
Page No : 2

	Southbound					COLFAX AVENUE Westbound					CUSTER STREET Northbound					COLFAX AVENUE Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 04:30 PM to 05:15 PM - Peak 1 of 1	04:30 PM																				
Intersection	04:30 PM																				
Volume	0	0	0	0	0	0	0	0	0	0	4	0	3	0	7	0	0	2	0	2	9
Percent	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0		57.1	0.0	42.9	0.0		0.0	0.0	100.0	0.0		
04:45																					
Volume	0	0	0	0	0	0	0	0	0	0	1	0	1	0	2	0	0	1	0	1	3
Peak Factor																					0.750
High Int.											04:30 PM					04:30 PM					
Volume	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0	0	1	0	1	
Peak Factor											0.875					0.500					



# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: ELBERT STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : ELBRTCOLF  
Site Code : 00000016  
Start Date : 11/19/2020  
Page No : 1

## Groups Printed- VEHICLES

	Southbound				COLFAX AVENUE Westbound				ELBERT STREET Northbound				COLFAX AVENUE Eastbound				Int. Total
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
06:30 AM	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	2
Total	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	2
07:15 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	2
07:30 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	2
07:45 AM	0	0	0	0	1	0	0	0	1	0	0	0	0	0	3	0	5
Total	0	0	0	0	2	0	0	0	2	0	0	0	0	0	5	0	9
04:00 PM	0	0	0	0	0	0	0	0	0	0	2	0	0	1	3	0	6
04:15 PM	0	0	0	0	1	0	0	0	1	0	1	0	0	0	3	0	6
04:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	3
04:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
Total	0	0	0	0	1	0	0	0	1	0	3	0	0	1	9	1	16
05:00 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	2
05:15 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
05:45 PM	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
Total	0	0	0	0	2	0	0	0	2	0	0	0	0	0	1	0	5
Grand Total	0	0	0	0	5	1	0	0	5	0	3	1	0	1	15	1	32
Apprch %	0.0	0.0	0.0	0.0	83.3	16.7	0.0	0.0	55.6	0.0	33.3	11.1	0.0	5.9	88.2	5.9	
Total %	0.0	0.0	0.0	0.0	15.6	3.1	0.0	0.0	15.6	0.0	9.4	3.1	0.0	3.1	46.9	3.1	

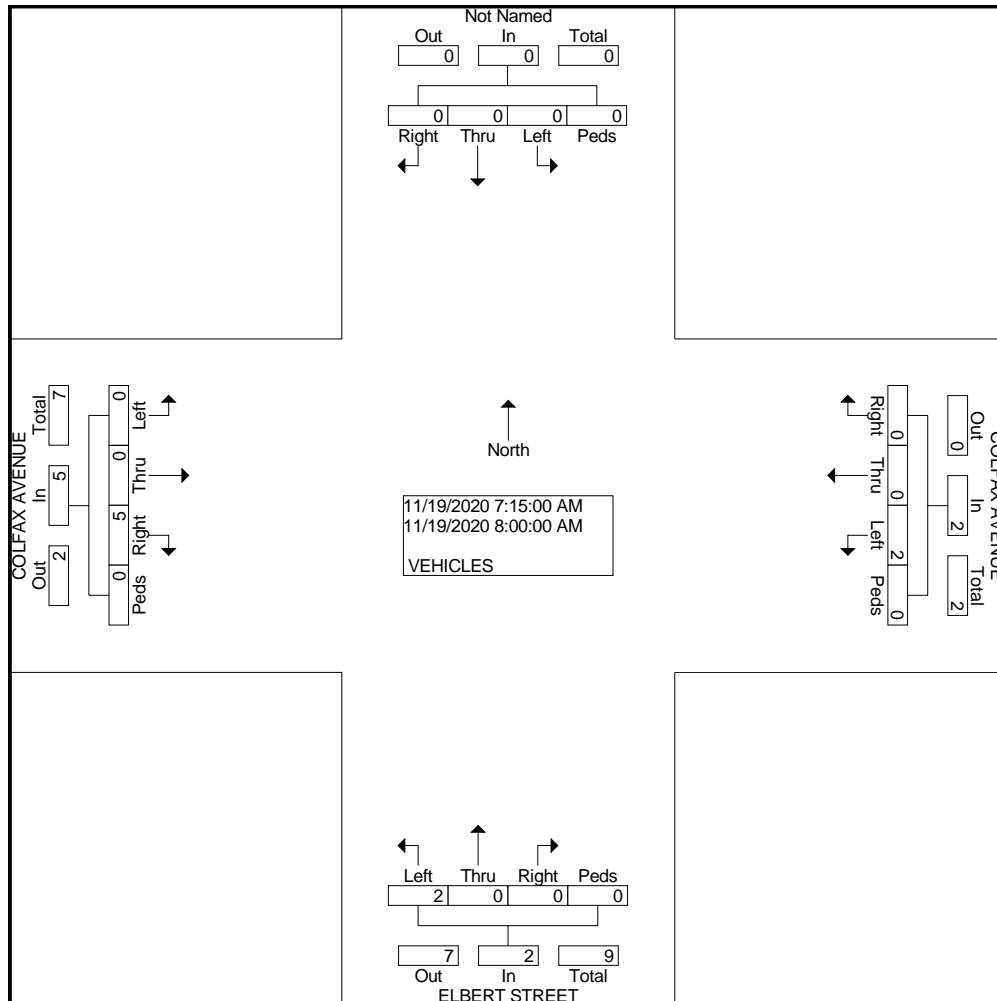
# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: ELBERT STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : ELBRTCOLF  
Site Code : 00000016  
Start Date : 11/19/2020  
Page No : 2

	Southbound					COLFAX AVENUE Westbound					ELBERT STREET Northbound					COLFAX AVENUE Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour	From 07:15 AM to 08:00 AM - Peak 1 of 1																				
Intersection	07:15 AM																				
Volume	0	0	0	0	0	2	0	0	0	2	2	0	0	0	2	0	0	5	0	5	9
Percent	0.0	0.0	0.0	0.0		100.0	0.0	0.0	0.0		100.0	0.0	0.0	0.0		0.0	0.0	100.0	0.0		
07:45	0	0	0	0	0	1	0	0	0	1	1	0	0	0	1	0	0	3	0	3	5
Volume																					
Peak																					
Factor																					0.450
High Int.						07:15 AM					07:30 AM					07:45 AM					
Volume	0	0	0	0	0	1	0	0	0	1	1	0	0	0	1	0	0	3	0	3	
Peak										0.50					0.50					0.41	
Factor										0					0					7	



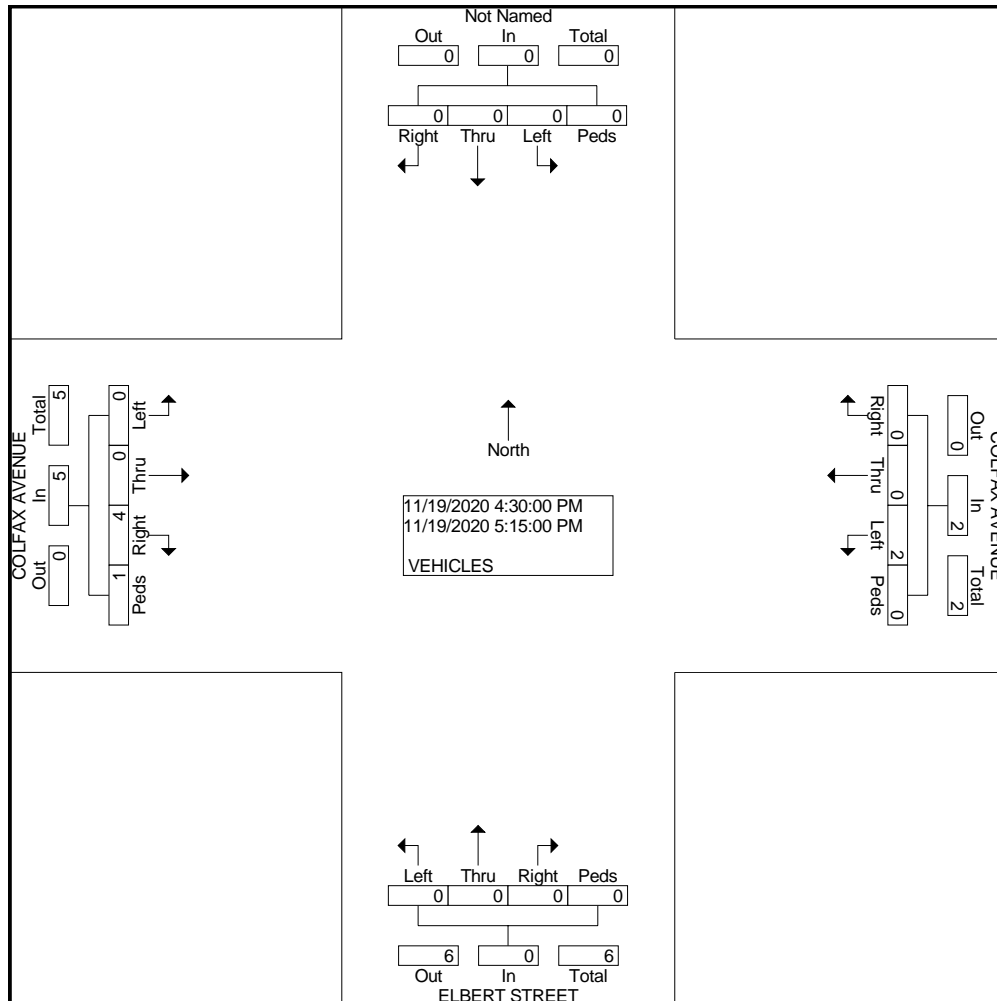
# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: ELBERT STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : ELBRTCOLF  
Site Code : 00000016  
Start Date : 11/19/2020  
Page No : 2

	Southbound					COLFAX AVENUE Westbound					ELBERT STREET Northbound					COLFAX AVENUE Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 04:30 PM to 05:15 PM - Peak 1 of 1	04:30 PM																				
Intersection	04:30 PM																				
Volume	0	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	0	4	1	5	7
Percent	0.0	0.0	0.0	0.0		100.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0		0.0	0.0	80.0	20.0		
04:30 Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	3	3
Peak Factor																					0.583
High Int. Volume						05:00 PM										04:30 PM					
Volume	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	2	1	3	
Peak Factor																					0.417



# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: PIKE STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : PIKECOLF  
Site Code : 00000008  
Start Date : 11/19/2020  
Page No : 1

## Groups Printed- VEHICLES

	Southbound				COLFAX AVENUE Westbound				PIKE STREET Northbound				COLFAX AVENUE Eastbound				Int. Total
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
06:30 AM	0	0	0	0	0	1	0	0	3	0	0	0	0	0	0	0	4
Total	0	0	0	0	0	1	0	0	3	0	0	0	0	0	0	0	4
07:00 AM	0	0	0	0	1	0	0	0	2	0	2	0	0	0	2	0	7
07:15 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
07:30 AM	0	0	0	0	0	0	0	0	2	0	0	0	0	0	1	0	3
07:45 AM	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2
Total	0	0	0	0	3	0	0	0	5	0	2	0	0	0	3	0	13
08:00 AM	0	0	0	0	1	0	0	0	1	0	2	0	0	0	1	0	5
08:15 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	2
Total	0	0	0	0	2	0	0	0	1	0	2	0	0	0	2	0	7
04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	3	0	4
04:15 PM	0	0	0	0	2	0	0	0	2	0	0	0	0	0	1	0	5
04:30 PM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	3	0	4
04:45 PM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	2
Total	0	0	0	0	2	0	0	0	4	0	0	0	0	1	8	0	15
05:00 PM	0	0	0	0	0	0	0	0	1	0	1	0	0	0	3	1	6
05:15 PM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	2
Total	0	0	0	0	0	0	0	0	2	0	1	0	0	0	4	1	8
Grand Total	0	0	0	0	7	1	0	0	15	0	5	0	0	1	17	1	47
Apprch %	0.0	0.0	0.0	0.0	87.5	12.5	0.0	0.0	75.0	0.0	25.0	0.0	0.0	5.3	89.5	5.3	
Total %	0.0	0.0	0.0	0.0	14.9	2.1	0.0	0.0	31.9	0.0	10.6	0.0	0.0	2.1	36.2	2.1	



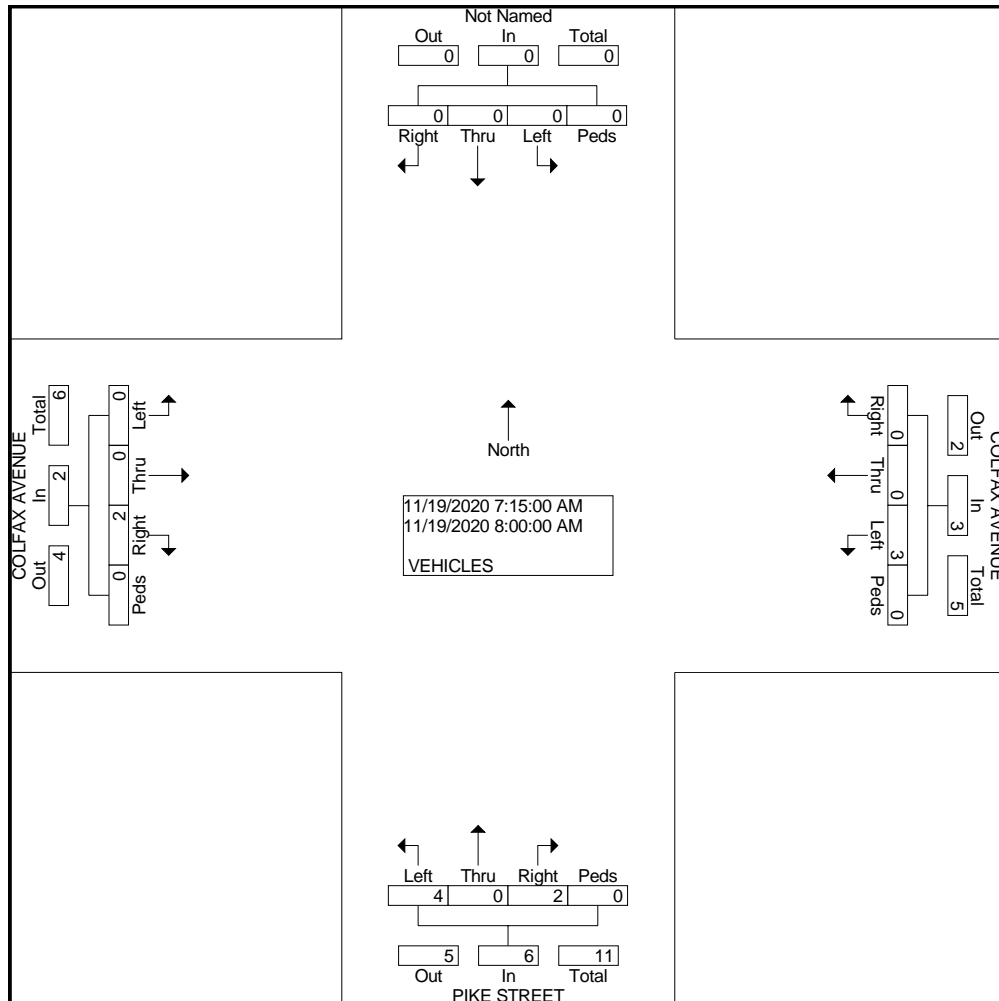
# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: PIKE STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : PIKECOLF  
Site Code : 00000008  
Start Date : 11/19/2020  
Page No : 2

	Southbound					COLFAX AVENUE Westbound					PIKE STREET Northbound					COLFAX AVENUE Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 07:15 AM to 08:00 AM - Peak 1 of 1	07:15 AM																				
Intersection	07:15 AM																				
Volume	0	0	0	0	0	3	0	0	0	3	4	0	2	0	6	0	0	2	0	2	11
Percent	0.0	0.0	0.0	0.0		100.0	0.0	0.0	0.0		66.7	0.0	33.3	0.0		0.0	0.0	100.0	0.0		
08:00																					
Volume	0	0	0	0	0	1	0	0	0	1	1	0	2	0	3	0	0	1	0	1	5
Peak Factor																					0.550
High Int.						07:45 AM					08:00 AM					07:30 AM					
Volume	0	0	0	0	0	2	0	0	0	2	1	0	2	0	3	0	0	1	0	1	
Peak Factor						0.375					0.500					0.500					



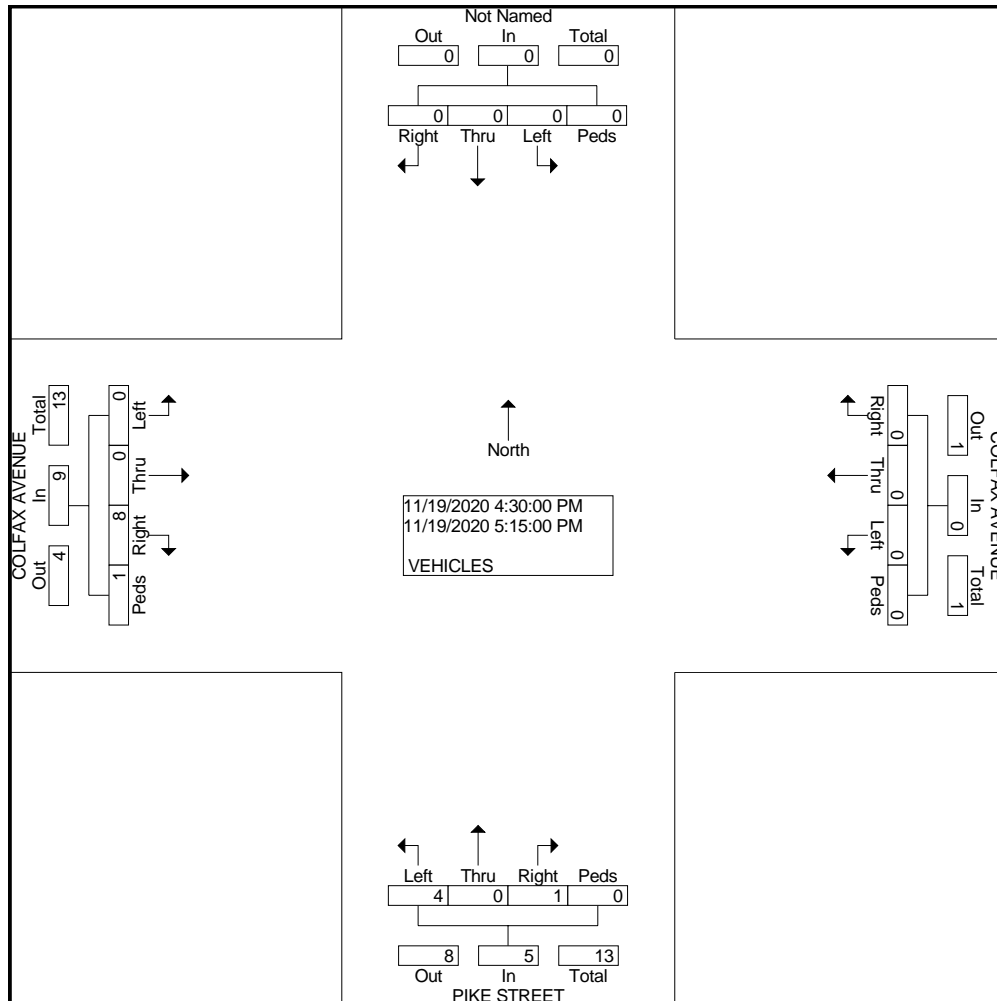
# COUNTER MEASURES INC.

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: PIKE STREET  
E/W STREET: COLFAX AVENUE  
CITY: BENNETT  
COUNTY: ADAMS

File Name : PIKECOLF  
Site Code : 00000008  
Start Date : 11/19/2020  
Page No : 2

	Southbound					COLFAX AVENUE Westbound					PIKE STREET Northbound					COLFAX AVENUE Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 04:30 PM to 05:15 PM - Peak 1 of 1	04:30 PM																				
Intersection	04:30 PM																				
Volume	0	0	0	0	0	0	0	0	0	0	4	0	1	0	5	0	0	8	1	9	14
Percent	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0		80.0	0.0	20.0	0.0		0.0	0.0	88.9	11.1		
05:00																					
Volume	0	0	0	0	0	0	0	0	0	0	1	0	1	0	2	0	0	3	1	4	6
Peak Factor																					0.583
High Int.											05:00 PM					05:00 PM					
Volume	0	0	0	0	0	0	0	0	0	0	1	0	1	0	2	0	0	3	1	4	
Peak Factor											0.625					0.563					



Location: BENNETT AVE W/O ASH STREET  
City: BENNETT  
County: ADAMS  
Direction: EASTBOUND

**COUNTER MEASURES INC.**  
**1889 YORK STREET**  
**DENVER, COLORADO 80206**  
**303-333-7409**

Site Code: 201703  
Station ID: 201703

Start Time	18-Nov-20 Wed	EASTBOUN	WESTBOUN							Total
12:00 AM		3	1							4
01:00		4	3							7
02:00		1	1							2
03:00		2	5							7
04:00		3	12							15
05:00		8	32							40
06:00		18	47							65
07:00		29	57							86
08:00		24	40							64
09:00		26	41							67
10:00		35	50							85
11:00		<b>54</b>	<b>58</b>							<b>112</b>
12:00 PM		57	62							119
01:00		47	49							96
02:00		58	<b>67</b>							125
03:00		64	60							124
04:00		66	65							<b>131</b>
05:00		<b>83</b>	37							120
06:00		67	36							103
07:00		32	12							44
08:00		27	11							38
09:00		8	8							16
10:00		7	4							11
11:00		8	5							13
Total		731	763							1494
Percent		48.9%	51.1%							
AM Peak	-	11:00	11:00	-	-	-	-	-	-	11:00
Vol.	-	54	58	-	-	-	-	-	-	112
PM Peak	-	17:00	14:00	-	-	-	-	-	-	16:00
Vol.	-	83	67	-	-	-	-	-	-	131
Grand Total		731	763							1494
Percent		48.9%	51.1%							
ADT		ADT 1,494	AADT 1,494							

Site Code: 201716  
Station ID: 201716

Start Time	18-Nov-20 Wed	EASTBOUN	WESTBOUN	Total
12:00 AM		0	0	0
01:00		1	1	2
02:00		1	0	1
03:00		1	1	2
04:00		2	2	4
05:00		5	10	15
06:00		9	4	13
07:00		12	11	23
08:00		7	8	15
09:00		23	5	28
10:00		17	3	20
11:00		17	6	23
12:00 PM		23	2	25
01:00		25	7	32
02:00		18	8	26
03:00		24	6	30
04:00		26	17	43
05:00		28	7	35
06:00		19	5	24
07:00		18	4	22
08:00		18	5	23
09:00		5	3	8
10:00		5	2	7
11:00		4	1	5
Total		308	118	426
Percent		72.3%	27.7%	
AM Peak Vol.	-	09:00 23	07:00 11	- - - - - 09:00 28
PM Peak Vol.	-	17:00 28	16:00 17	- - - - - 16:00 43
Grand Total		308	118	426
Percent		72.3%	27.7%	
ADT		ADT 426	AADT 426	

Location: KIOWA ST W/O ADAMS ST  
City: BENNETT  
County: ADAMS  
Direction: EAST/WEST

**COUNTER MEASURES INC.**  
**1889 YORK STREET**  
**DENVER, COLORADO 80206**  
**303-333-7409**

Site Code: 20170  
Station ID: 20170

Start Time	18-Nov-20 Wed	EASTBOUN	WESTBOUN							Total
12:00 AM		1	1							2
01:00		0	0							0
02:00		0	1							1
03:00		0	0							0
04:00		0	1							1
05:00		0	0							0
06:00		1	2							3
07:00		4	8							12
08:00		5	8							13
09:00		6	5							11
10:00		7	4							11
11:00		6	4							10
12:00 PM		7	11							18
01:00		14	9							23
02:00		14	11							25
03:00		12	8							20
04:00		12	10							22
05:00		11	7							18
06:00		9	3							12
07:00		0	0							0
08:00		4	3							7
09:00		1	0							1
10:00		1	0							1
11:00		2	1							3
Total		117	97							214
Percent		54.7%	45.3%							
AM Peak	-	10:00	07:00	-	-	-	-	-	-	08:00
Vol.	-	7	8	-	-	-	-	-	-	13
PM Peak	-	13:00	12:00	-	-	-	-	-	-	14:00
Vol.	-	14	11	-	-	-	-	-	-	25
Grand Total		117	97							214
Percent		54.7%	45.3%							

ADT

ADT 214

AADT 214

## LEVEL OF SERVICE DEFINITIONS

From *Highway Capacity Manual*, Transportation Research Board, 2016, 6th Edition

### UNSIGNALIZED INTERSECTION LEVEL OF SERVICE (LOS)




Applicable to Two-Way Stop Control, All-Way Stop Control, and Roundabouts

LOS	Average Vehicle Control Delay	Operational Characteristics
A	<10 seconds	Normally, vehicles on the stop-controlled approach only have to wait up to 10 seconds before being able to clear the intersection. Left-turning vehicles on the uncontrolled street do not have to wait to make their turn.
B	10 to 15 seconds	Vehicles on the stop-controlled approach will experience delays before being able to clear the intersection. <u>The delay could be up to 15 seconds.</u> Left-turning vehicles on the uncontrolled street may have to wait to make their turn.
C	15 to 25 seconds	Vehicles on the stop-controlled approach can expect delays in the range of 15 to 25 seconds before clearing the intersection. Motorists may begin to take chances due to the long delays, thereby posing a safety risk to through traffic. <u>Left-turning vehicles on the uncontrolled street will now be required to wait to make their turn causing a queue to be created in the turn lane.</u>
D	25 to 35 seconds	<u>This is the point at which a traffic signal may be warranted for this intersection.</u> The delays for the stop-controlled intersection are not considered to be excessive. The length of the queue may begin to block other public and private access points.
E	35 to 50 seconds	The delays for all critical traffic movements are considered to be unacceptable. The length of the queues for the stop-controlled approaches as well as the left-turn movements are extremely long. <u>There is a high probability that this intersection will meet traffic signal warrants.</u> The ability to install a traffic signal is affected by the location of other existing traffic signals. Consideration may be given to restricting the accesses by eliminating the left-turn movements from and to the stop-controlled approach.
F	>50 seconds	The delay for the critical traffic movements are probably in excess of 100 seconds. The length of the queues are extremely long. Motorists are selecting alternative routes due to the long delays. <u>The only remedy for these long delays is installing a traffic signal or restricting the accesses.</u> The potential for accidents at this intersection are extremely high due to motorist taking more risky chances. If the median permits, motorists begin making two-stage left-turns.

# HCM 6th TWSC

## 2: County Highway 79 & Bennet Avenue

Existing  
AM Peak

Intersection						
Int Delay, s/veh	1.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	60	15	205	40	15	290
Future Vol, veh/h	60	15	205	40	15	290
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	68	17	233	45	17	330
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	455	256	0	0	278	0
Stage 1	256	-	-	-	-	-
Stage 2	199	-	-	-	-	-
Critical Hdwy	6.63	6.23	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.83	-	-	-	-	-
Follow-up Hdwy	3.519	3.319	-	-	2.219	-
Pot Cap-1 Maneuver	548	782	-	-	1283	-
Stage 1	786	-	-	-	-	-
Stage 2	816	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	539	782	-	-	1283	-
Mov Cap-2 Maneuver	539	-	-	-	-	-
Stage 1	786	-	-	-	-	-
Stage 2	803	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	12.3	0		0.5		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	575		1283	-	
HCM Lane V/C Ratio	-	0.148		0.013	-	
HCM Control Delay (s)	-	12.3		7.8	0.1	
HCM Lane LOS	-	B		A	A	
HCM 95th %tile Q(veh)	-	0.5		0	-	



Intersection												
Int Delay, s/veh	8.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	205	45	3	1	80	60	3	3	1	40	3	235
Future Vol, veh/h	205	45	3	1	80	60	3	3	1	40	3	235
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	233	51	3	1	91	68	3	3	1	45	3	267




Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	159	0	0	54	0	0	781	680	53	648	647	125
Stage 1	-	-	-	-	-	-	519	519	-	127	127	-
Stage 2	-	-	-	-	-	-	262	161	-	521	520	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1420	-	-	1551	-	-	312	373	1014	383	390	926
Stage 1	-	-	-	-	-	-	540	533	-	877	791	-
Stage 2	-	-	-	-	-	-	743	765	-	539	532	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1420	-	-	1551	-	-	192	310	1014	330	324	926
Mov Cap-2 Maneuver	-	-	-	-	-	-	192	310	-	330	324	-
Stage 1	-	-	-	-	-	-	449	443	-	729	790	-
Stage 2	-	-	-	-	-	-	526	764	-	444	442	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	6.5			0.1			19			13.8		
HCM LOS							C			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	266	1420	-	-	1551	-	-	723
HCM Lane V/C Ratio	0.03	0.164	-	-	0.001	-	-	0.437
HCM Control Delay (s)	19	8	0	-	7.3	0	-	13.8
HCM Lane LOS	C	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0.1	0.6	-	-	0	-	-	2.2

HCM 6th TWSC  
11: Pike Street & E. Colfax Avenue (CO-36)

Existing  
AM Peak




Intersection						
Int Delay, s/veh	0.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	80	5	4	135	5	3
Future Vol, veh/h	80	5	4	135	5	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	91	6	5	153	6	3
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	97	0	257	94
Stage 1	-	-	-	-	94	-
Stage 2	-	-	-	-	163	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1496	-	732	963
Stage 1	-	-	-	-	930	-
Stage 2	-	-	-	-	866	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1496	-	729	963
Mov Cap-2 Maneuver	-	-	-	-	729	-
Stage 1	-	-	-	-	930	-
Stage 2	-	-	-	-	863	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.2		9.5	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	802	-	-	1496	-	
HCM Lane V/C Ratio	0.011	-	-	0.003	-	
HCM Control Delay (s)	9.5	-	-	7.4	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0	-	-	0	-	

HCM 6th TWSC  
12: Elbert Street & E. Colfax Avenue (CO-36)

Existing  
AM Peak

Intersection

Int Delay, s/veh 0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	75	7	3	135	3	1
Future Vol, veh/h	75	7	3	135	3	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	85	8	3	153	3	1




Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	93
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1501
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1501
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	9.6
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	786	-	-	1501	-
HCM Lane V/C Ratio	0.006	-	-	0.002	-
HCM Control Delay (s)	9.6	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-




HCM 6th TWSC  
15: Custer Street & E. Colfax Avenue (CO-36)

Existing  
AM Peak

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	70	5	1	135	3	1
Future Vol, veh/h	70	5	1	135	3	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	80	6	1	153	3	1
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	86	0	238	83
Stage 1	-	-	-	-	83	-
Stage 2	-	-	-	-	155	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1510	-	750	976
Stage 1	-	-	-	-	940	-
Stage 2	-	-	-	-	873	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1510	-	749	976
Mov Cap-2 Maneuver	-	-	-	-	749	-
Stage 1	-	-	-	-	940	-
Stage 2	-	-	-	-	872	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.1		9.6	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	795	-	-	1510	-	
HCM Lane V/C Ratio	0.006	-	-	0.001	-	
HCM Control Delay (s)	9.6	-	-	7.4	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0	-	-	0	-	

# HCM 6th TWSC 2: County Highway 79 & Bennet Avenue

Existing  
PM Peak

Intersection						
Int Delay, s/veh	2.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	55	45	340	80	40	265
Future Vol, veh/h	55	45	340	80	40	265
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	63	51	386	91	45	301
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	673	432	0	0	477	0
Stage 1	432	-	-	-	-	-
Stage 2	241	-	-	-	-	-
Critical Hdwy	6.63	6.23	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.83	-	-	-	-	-
Follow-up Hdwy	3.519	3.319	-	-	2.219	-
Pot Cap-1 Maneuver	404	623	-	-	1083	-
Stage 1	654	-	-	-	-	-
Stage 2	777	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	384	623	-	-	1083	-
Mov Cap-2 Maneuver	384	-	-	-	-	-
Stage 1	654	-	-	-	-	-
Stage 2	738	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	15.3	0		1.3		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	464	1083	-	
HCM Lane V/C Ratio	-	-	0.245	0.042	-	
HCM Control Delay (s)	-	-	15.3	8.5	0.2	
HCM Lane LOS	-	-	C	A	A	
HCM 95th %tile Q(veh)	-	-	1	0.1	-	

Intersection												
Int Delay, s/veh	7.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	210	130	2	1	90	50	3	3	1	40	3	200
Future Vol, veh/h	210	130	2	1	90	50	3	3	1	40	3	200
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	239	148	2	1	102	57	3	3	1	45	3	227

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	159	0	0	150	0	0	875	788	149	762	761	131
Stage 1	-	-	-	-	-	-	627	627	-	133	133	-
Stage 2	-	-	-	-	-	-	248	161	-	629	628	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1420	-	-	1431	-	-	270	323	898	322	335	919
Stage 1	-	-	-	-	-	-	471	476	-	870	786	-
Stage 2	-	-	-	-	-	-	756	765	-	470	476	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1420	-	-	1431	-	-	173	263	898	273	273	919
Mov Cap-2 Maneuver	-	-	-	-	-	-	173	263	-	273	273	-
Stage 1	-	-	-	-	-	-	384	388	-	710	785	-
Stage 2	-	-	-	-	-	-	566	764	-	380	388	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	4.9			0.1			20.9			14.6		
HCM LOS							C			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	234	1420	-	-	1431	-	-	648
HCM Lane V/C Ratio	0.034	0.168	-	-	0.001	-	-	0.426
HCM Control Delay (s)	20.9	8	0	-	7.5	0	-	14.6
HCM Lane LOS	C	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0.1	0.6	-	-	0	-	-	2.1






HCM 6th TWSC  
11: Pike Street & E. Colfax Avenue (CO-36)

Existing  
PM Peak

Intersection

Int Delay, s/veh 0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	160	10	2	135	5	2
Future Vol, veh/h	160	10	2	135	5	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	182	11	2	153	6	2




Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	193
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1380
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1380
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	10.2
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	698	-	-	1380	-
HCM Lane V/C Ratio	0.011	-	-	0.002	-
HCM Control Delay (s)	10.2	-	-	7.6	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-




HCM 6th TWSC  
12: Elbert Street & E. Colfax Avenue (CO-36)

Existing  
PM Peak

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	155	5	3	135	1	1
Future Vol, veh/h	155	5	3	135	1	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	176	6	3	153	1	1
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	182	0	338	179
Stage 1	-	-	-	-	179	-
Stage 2	-	-	-	-	159	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1393	-	658	864
Stage 1	-	-	-	-	852	-
Stage 2	-	-	-	-	870	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1393	-	657	864
Mov Cap-2 Maneuver	-	-	-	-	657	-
Stage 1	-	-	-	-	852	-
Stage 2	-	-	-	-	868	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.2		9.8	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	746	-	-	1393	-	
HCM Lane V/C Ratio	0.003	-	-	0.002	-	
HCM Control Delay (s)	9.8	-	-	7.6	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0	-	-	0	-	

HCM 6th TWSC  
15: Custer Street & E. Colfax Avenue (CO-36)




Existing  
PM Peak





Intersection						
Int Delay, s/veh	0.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	150	4	1	135	5	4
Future Vol, veh/h	150	4	1	135	5	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	170	5	1	153	6	5
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	175	0	328	173
Stage 1	-	-	-	-	173	-
Stage 2	-	-	-	-	155	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1401	-	666	871
Stage 1	-	-	-	-	857	-
Stage 2	-	-	-	-	873	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1401	-	665	871
Mov Cap-2 Maneuver	-	-	-	-	665	-
Stage 1	-	-	-	-	857	-
Stage 2	-	-	-	-	872	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.1		9.9	
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	743	-	-	1401	-	
HCM Lane V/C Ratio	0.014	-	-	0.001	-	
HCM Control Delay (s)	9.9	-	-	7.6	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0	-	-	0	-	

# HCM 6th TWSC

## 2: County Highway 79 & Bennet Avenue

2025 Background  
AM Peak

Intersection						
Int Delay, s/veh	1.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	72	18	245	48	18	345
Future Vol, veh/h	72	18	245	48	18	345
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	82	20	278	55	20	392
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	542	306	0	0	333	0
Stage 1	306	-	-	-	-	-
Stage 2	236	-	-	-	-	-
Critical Hdwy	6.63	6.23	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.83	-	-	-	-	-
Follow-up Hdwy	3.519	3.319	-	-	2.219	-
Pot Cap-1 Maneuver	486	733	-	-	1225	-
Stage 1	746	-	-	-	-	-
Stage 2	782	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	476	733	-	-	1225	-
Mov Cap-2 Maneuver	476	-	-	-	-	-
Stage 1	746	-	-	-	-	-
Stage 2	766	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	13.8	0		0.5		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	512		1225	-	
HCM Lane V/C Ratio	-	0.2		0.017	-	
HCM Control Delay (s)	-	13.8		8	0.1	
HCM Lane LOS	-	B		A	A	
HCM 95th %tile Q(veh)	-	0.7		0.1	-	




Intersection												
Int Delay, s/veh	10.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	230	50	10	5	85	64	15	15	1	42	10	265
Future Vol, veh/h	230	50	10	5	85	64	15	15	1	42	10	265
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	261	57	11	6	97	73	17	17	1	48	11	301
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	170	0	0	68	0	0	887	767	63	740	736	134
Stage 1	-	-	-	-	-	-	585	585	-	146	146	-
Stage 2	-	-	-	-	-	-	302	182	-	594	590	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1407	-	-	1533	-	-	265	332	1002	333	346	915
Stage 1	-	-	-	-	-	-	497	498	-	857	776	-
Stage 2	-	-	-	-	-	-	707	749	-	491	495	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1407	-	-	1533	-	-	146	267	1002	269	278	915
Mov Cap-2 Maneuver	-	-	-	-	-	-	146	267	-	269	278	-
Stage 1	-	-	-	-	-	-	401	402	-	692	773	-
Stage 2	-	-	-	-	-	-	465	746	-	379	399	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	6.5			0.2			27.6			16.9		
HCM LOS							D			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	194	1407	-	-	1533	-	-	658				
HCM Lane V/C Ratio	0.182	0.186	-	-	0.004	-	-	0.547				
HCM Control Delay (s)	27.6	8.1	0	-	7.4	0	-	16.9				
HCM Lane LOS	D	A	A	-	A	A	-	C				
HCM 95th %tile Q(veh)	0.6	0.7	-	-	0	-	-	3.3				

HCM 6th TWSC  
11: Pike Street & E. Colfax Avenue (CO-36)

2025 Background  
AM Peak

Intersection

Int Delay, s/veh 0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	88	5	0	151	0	3
Future Vol, veh/h	88	5	0	151	0	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	100	6	0	172	0	3

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	- - - 103
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - - 6.22
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - - 3.318
Pot Cap-1 Maneuver	-	-	0 - 0 952
Stage 1	-	-	0 - 0
Stage 2	-	-	0 - 0
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	- - - 952
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -

Approach	EB	WB	NB
HCM Control Delay, s	0	0	8.8
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	952	-	-	-
HCM Lane V/C Ratio	0.004	-	-	-
HCM Control Delay (s)	8.8	-	-	-
HCM Lane LOS	A	-	-	-
HCM 95th %tile Q(veh)	0	-	-	-






HCM 6th TWSC  
12: Elbert Street & E. Colfax Avenue (CO-36)

2025 Background  
AM Peak

Intersection

Int Delay, s/veh 0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	84	7	0	151	0	1
Future Vol, veh/h	84	7	0	151	0	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	95	8	0	172	0	1

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	- - - 99
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - - 6.22
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - - 3.318
Pot Cap-1 Maneuver	-	-	0 - 0 957
Stage 1	-	-	0 - 0 -
Stage 2	-	-	0 - 0 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	- - - 957
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -

Approach	EB	WB	NB
HCM Control Delay, s	0	0	8.8
HCM LOS			A




Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	957	-	-	-
HCM Lane V/C Ratio	0.001	-	-	-
HCM Control Delay (s)	8.8	-	-	-
HCM Lane LOS	A	-	-	-
HCM 95th %tile Q(veh)	0	-	-	-

HCM 6th TWSC  
15: Custer Street & E. Colfax Avenue (CO-36)

2025 Background  
AM Peak

Intersection

Int Delay, s/veh 0.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	80	5	4	145	6	1
Future Vol, veh/h	80	5	4	145	6	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	91	6	5	165	7	1

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	97
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1496
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1496
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	9.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	744	-	-	1496	-
HCM Lane V/C Ratio	0.011	-	-	0.003	-
HCM Control Delay (s)	9.9	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-




# HCM 6th TWSC

## 2: County Highway 79 & Bennet Avenue

2025 Background  
PM Peak

### Intersection

Int Delay, s/veh 2.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	66	54	405	96	48	320
Future Vol, veh/h	66	54	405	96	48	320
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	75	61	460	109	55	364

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	807	515	0
Stage 1	515	-	-
Stage 2	292	-	-
Critical Hdwy	6.63	6.23	-
Critical Hdwy Stg 1	5.43	-	-
Critical Hdwy Stg 2	5.83	-	-
Follow-up Hdwy	3.519	3.319	-
Pot Cap-1 Maneuver	335	559	-
Stage 1	599	-	-
Stage 2	733	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	312	559	-
Mov Cap-2 Maneuver	312	-	-
Stage 1	599	-	-
Stage 2	682	-	-

Approach	WB	NB	SB
HCM Control Delay, s	19.2	0	1.3
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	389	1001
HCM Lane V/C Ratio	-	-	0.351	0.054
HCM Control Delay (s)	-	-	19.2	8.8
HCM Lane LOS	-	-	C	A
HCM 95th %tile Q(veh)	-	-	1.5	0.2




Intersection												
Int Delay, s/veh	9.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	235	135	15	3	95	53	10	10	1	42	15	225
Future Vol, veh/h	235	135	15	3	95	53	10	10	1	42	15	225
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	267	153	17	3	108	60	11	11	1	48	17	256
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	168	0	0	170	0	0	977	870	162	846	848	138
Stage 1	-	-	-	-	-	-	696	696	-	144	144	-
Stage 2	-	-	-	-	-	-	281	174	-	702	704	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1410	-	-	1407	-	-	230	290	883	282	298	910
Stage 1	-	-	-	-	-	-	432	443	-	859	778	-
Stage 2	-	-	-	-	-	-	726	755	-	429	440	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1410	-	-	1407	-	-	131	229	883	227	235	910
Mov Cap-2 Maneuver	-	-	-	-	-	-	131	229	-	227	235	-
Stage 1	-	-	-	-	-	-	341	350	-	679	776	-
Stage 2	-	-	-	-	-	-	510	753	-	327	348	-
Approach	EB		WB				NB			SB		
HCM Control Delay, s	5		0.2				29.1			19.2		
HCM LOS							D			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	173	1410	-	-	1407	-	-	568				
HCM Lane V/C Ratio	0.138	0.189	-	-	0.002	-	-	0.564				
HCM Control Delay (s)	29.1	8.1	0	-	7.6	0	-	19.2				
HCM Lane LOS	D	A	A	-	A	A	-	C				
HCM 95th %tile Q(veh)	0.5	0.7	-	-	0	-	-	3.5				

HCM 6th TWSC  
11: Pike Street & E. Colfax Avenue (CO-36)

2025 Background  
PM Peak

Intersection

Int Delay, s/veh 0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	166	10	0	151	0	2
Future Vol, veh/h	166	10	0	151	0	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	189	11	0	172	0	2

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	- - - 195
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - - 6.22
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - - 3.318
Pot Cap-1 Maneuver	-	-	0 - 0 846
Stage 1	-	-	0 - 0
Stage 2	-	-	0 - 0
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	- - - 846
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9.3
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	846	-	-	-
HCM Lane V/C Ratio	0.003	-	-	-
HCM Control Delay (s)	9.3	-	-	-
HCM Lane LOS	A	-	-	-
HCM 95th %tile Q(veh)	0	-	-	-






HCM 6th TWSC  
12: Elbert Street & E. Colfax Avenue (CO-36)

2025 Background  
PM Peak

Intersection

Int Delay, s/veh 0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	163	5	0	151	0	1
Future Vol, veh/h	163	5	0	151	0	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	185	6	0	172	0	1

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	- - - 188
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - - 6.22
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - - 3.318
Pot Cap-1 Maneuver	-	-	0 - 0 854
Stage 1	-	-	0 - 0
Stage 2	-	-	0 - 0
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	- - - 854
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9.2
HCM LOS			A




Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	854	-	-	-
HCM Lane V/C Ratio	0.001	-	-	-
HCM Control Delay (s)	9.2	-	-	-
HCM Lane LOS	A	-	-	-
HCM 95th %tile Q(veh)	0	-	-	-

HCM 6th TWSC  
15: Custer Street & E. Colfax Avenue (CO-36)

2025 Background  
PM Peak

Intersection

Int Delay, s/veh 0.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	160	4	4	145	6	4
Future Vol, veh/h	160	4	4	145	6	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	182	5	5	165	7	5

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	187
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1387
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1387
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-





Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	10.2
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	709	-	-	1387	-
HCM Lane V/C Ratio	0.016	-	-	0.003	-
HCM Control Delay (s)	10.2	-	-	7.6	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

# HCM 6th TWSC

## 2: County Highway 79 & Bennet Avenue

2025 Total  
AM Peak

Intersection						
Int Delay, s/veh	3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	128	19	245	68	18	345
Future Vol, veh/h	128	19	245	68	18	345
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	200	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	145	22	278	77	20	392
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	514	278	0	0	355	0
Stage 1	278	-	-	-	-	-
Stage 2	236	-	-	-	-	-
Critical Hdwy	6.63	6.23	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.83	-	-	-	-	-
Follow-up Hdwy	3.519	3.319	-	-	2.219	-
Pot Cap-1 Maneuver	505	760	-	-	1202	-
Stage 1	768	-	-	-	-	-
Stage 2	782	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	494	760	-	-	1202	-
Mov Cap-2 Maneuver	494	-	-	-	-	-
Stage 1	768	-	-	-	-	-
Stage 2	766	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	15.3	0		0.5		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	517	1202	-	
HCM Lane V/C Ratio	-	-	0.323	0.017	-	
HCM Control Delay (s)	-	-	15.3	8	0.1	
HCM Lane LOS	-	-	C	A	A	
HCM 95th %tile Q(veh)	-	-	1.4	0.1	-	

Intersection												
Int Delay, s/veh	11.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	230	50	11	5	86	67	17	27	1	44	13	265
Future Vol, veh/h	230	50	11	5	86	67	17	27	1	44	13	265
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	261	57	13	6	98	76	19	31	1	50	15	301
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	174	0	0	70	0	0	892	772	64	750	740	136
Stage 1	-	-	-	-	-	-	586	586	-	148	148	-
Stage 2	-	-	-	-	-	-	306	186	-	602	592	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1403	-	-	1531	-	-	263	330	1000	328	345	913
Stage 1	-	-	-	-	-	-	496	497	-	855	775	-
Stage 2	-	-	-	-	-	-	704	746	-	486	494	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1403	-	-	1531	-	-	144	265	1000	254	277	913
Mov Cap-2 Maneuver	-	-	-	-	-	-	144	265	-	254	277	-
Stage 1	-	-	-	-	-	-	400	401	-	689	772	-
Stage 2	-	-	-	-	-	-	461	743	-	361	398	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	6.4			0.2			28.5			18.3		
HCM LOS							D			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	204	1403	-	-	1531	-	-	631				
HCM Lane V/C Ratio	0.251	0.186	-	-	0.004	-	-	0.58				
HCM Control Delay (s)	28.5	8.2	0	-	7.4	0	-	18.3				
HCM Lane LOS	D	A	A	-	A	A	-	C				
HCM 95th %tile Q(veh)	1	0.7	-	-	0	-	-	3.7				

HCM 6th TWSC  
11: Pike Street & E. Colfax Avenue (CO-36)




2025 Total  
AM Peak

Intersection						
Int Delay, s/veh	0.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↰			↱		↱
Traffic Vol, veh/h	90	5	0	155	0	3
Future Vol, veh/h	90	5	0	155	0	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	102	6	0	176	0	3
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	105
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	-	-	0	-	0	949
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	949
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		8.8	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT		
Capacity (veh/h)	949	-	-	-		
HCM Lane V/C Ratio	0.004	-	-	-		
HCM Control Delay (s)	8.8	-	-	-		
HCM Lane LOS	A	-	-	-		
HCM 95th %tile Q(veh)	0	-	-	-		






HCM 6th TWSC  
12: Elbert Street & E. Colfax Avenue (CO-36)

2025 Total  
AM Peak

Intersection						
Int Delay, s/veh	0					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	85	8	0	155	0	1
Future Vol, veh/h	85	8	0	155	0	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	97	9	0	176	0	1
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	102
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	-	-	0	-	0	953
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	953
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		8.8	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT		
Capacity (veh/h)	953	-	-	-		
HCM Lane V/C Ratio	0.001	-	-	-		
HCM Control Delay (s)	8.8	-	-	-		
HCM Lane LOS	A	-	-	-		
HCM 95th %tile Q(veh)	0	-	-	-		

HCM 6th TWSC  
15: Custer Street & E. Colfax Avenue (CO-36)





2025 Total  
AM Peak

Intersection						
Int Delay, s/veh	0.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	80	6	4	145	10	1
Future Vol, veh/h	80	6	4	145	10	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	91	7	5	165	11	1
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	98	0	270	95
Stage 1	-	-	-	-	95	-
Stage 2	-	-	-	-	175	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1495	-	719	962
Stage 1	-	-	-	-	929	-
Stage 2	-	-	-	-	855	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1495	-	716	962
Mov Cap-2 Maneuver	-	-	-	-	716	-
Stage 1	-	-	-	-	929	-
Stage 2	-	-	-	-	852	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.2		10	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	733	-	-	1495	-	
HCM Lane V/C Ratio	0.017	-	-	0.003	-	
HCM Control Delay (s)	10	-	-	7.4	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.1	-	-	0	-	

# HCM 6th TWSC

## 2: County Highway 79 & Bennet Avenue

2025 Total  
PM Peak

Intersection						
Int Delay, s/veh	3.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	104	54	405	159	49	320
Future Vol, veh/h	104	54	405	159	49	320
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	200	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	118	61	460	181	56	364
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	754	460	0	0	641	0
Stage 1	460	-	-	-	-	-
Stage 2	294	-	-	-	-	-
Critical Hdwy	6.63	6.23	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.83	-	-	-	-	-
Follow-up Hdwy	3.519	3.319	-	-	2.219	-
Pot Cap-1 Maneuver	361	600	-	-	941	-
Stage 1	635	-	-	-	-	-
Stage 2	731	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	334	600	-	-	941	-
Mov Cap-2 Maneuver	334	-	-	-	-	-
Stage 1	635	-	-	-	-	-
Stage 2	676	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	21.6	0		1.5		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	394	941	-	
HCM Lane V/C Ratio	-	-	0.456	0.059	-	
HCM Control Delay (s)	-	-	21.6	9.1	0.3	
HCM Lane LOS	-	-	C	A	A	
HCM 95th %tile Q(veh)	-	-	2.3	0.2	-	

Intersection												
Int Delay, s/veh	11.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	235	136	17	3	96	55	11	18	1	47	27	225
Future Vol, veh/h	235	136	17	3	96	55	11	18	1	47	27	225
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	267	155	19	3	109	63	13	20	1	53	31	256
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	172	0	0	174	0	0	989	877	165	856	855	141
Stage 1	-	-	-	-	-	-	699	699	-	147	147	-
Stage 2	-	-	-	-	-	-	290	178	-	709	708	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1405	-	-	1403	-	-	226	287	879	278	296	907
Stage 1	-	-	-	-	-	-	430	442	-	856	775	-
Stage 2	-	-	-	-	-	-	718	752	-	425	438	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1405	-	-	1403	-	-	122	226	879	217	233	907
Mov Cap-2 Maneuver	-	-	-	-	-	-	122	226	-	217	233	-
Stage 1	-	-	-	-	-	-	339	349	-	675	773	-
Stage 2	-	-	-	-	-	-	494	750	-	315	346	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	4.9			0.1			30.5			24.5		
HCM LOS							D			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	175	1405	-	-	1403	-	-	515				
HCM Lane V/C Ratio	0.195	0.19	-	-	0.002	-	-	0.66				
HCM Control Delay (s)	30.5	8.2	0	-	7.6	0	-	24.5				
HCM Lane LOS	D	A	A	-	A	A	-	C				
HCM 95th %tile Q(veh)	0.7	0.7	-	-	0	-	-	4.8				

HCM 6th TWSC  
11: Pike Street & E. Colfax Avenue (CO-36)

2025 Total  
PM Peak




Intersection						
Int Delay, s/veh	0.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↰			↱		↱
Traffic Vol, veh/h	170	12	0	154	0	2
Future Vol, veh/h	170	12	0	154	0	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	193	14	0	175	0	2
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	200
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	-	-	0	-	0	841
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	841
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		9.3	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT		
Capacity (veh/h)	841	-	-	-		
HCM Lane V/C Ratio	0.003	-	-	-		
HCM Control Delay (s)	9.3	-	-	-		
HCM Lane LOS	A	-	-	-		
HCM 95th %tile Q(veh)	0	-	-	-		

HCM 6th TWSC  
12: Elbert Street & E. Colfax Avenue (CO-36)

2025 Total  
PM Peak

Intersection

Int Delay, s/veh 0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	165	7	0	154	0	1
Future Vol, veh/h	165	7	0	154	0	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	188	8	0	175	0	1

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	- - - 192
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - - 6.22
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - - 3.318
Pot Cap-1 Maneuver	-	-	0 - 0 850
Stage 1	-	-	0 - 0
Stage 2	-	-	0 - 0
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	- - - 850
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -




Approach	EB	WB	NB
HCM Control Delay, s	0	0	9.2
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	850	-	-	-
HCM Lane V/C Ratio	0.001	-	-	-
HCM Control Delay (s)	9.2	-	-	-
HCM Lane LOS	A	-	-	-
HCM 95th %tile Q(veh)	0	-	-	-



HCM 6th TWSC  
15: Custer Street & E. Colfax Avenue (CO-36)

2025 Total  
PM Peak

Intersection						
Int Delay, s/veh	0.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	160	6	4	145	9	4
Future Vol, veh/h	160	6	4	145	9	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	182	7	5	165	10	5

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	189
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1385
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1385
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-






Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	10.3
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	690	-	-	1385	-
HCM Lane V/C Ratio	0.021	-	-	0.003	-
HCM Control Delay (s)	10.3	-	-	7.6	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0	-

# HCM 6th TWSC

## 2: County Highway 79 & Bennet Avenue

2041 Background  
AM Peak

Intersection						
Int Delay, s/veh	2.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	75	25	125	50	25	180
Future Vol, veh/h	75	25	125	50	25	180
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	200	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	85	28	142	57	28	205
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	403	142	0	0	199	0
Stage 1	142	-	-	-	-	-
Stage 2	261	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	603	906	-	-	1373	-
Stage 1	885	-	-	-	-	-
Stage 2	783	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	591	906	-	-	1373	-
Mov Cap-2 Maneuver	591	-	-	-	-	-
Stage 1	885	-	-	-	-	-
Stage 2	767	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	11.7	0		0.9		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	647	1373	-	
HCM Lane V/C Ratio	-	-	0.176	0.021	-	
HCM Control Delay (s)	-	-	11.7	7.7	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	0.6	0.1	-	




Intersection												
Int Delay, s/veh	6.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	125	65	10	5	100	105	15	15	5	50	10	135
Future Vol, veh/h	125	65	10	5	100	105	15	15	5	50	10	135
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	142	74	11	6	114	119	17	17	6	57	11	153
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	233	0	0	85	0	0	632	609	80	561	555	174
Stage 1	-	-	-	-	-	-	364	364	-	186	186	-
Stage 2	-	-	-	-	-	-	268	245	-	375	369	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1335	-	-	1512	-	-	393	410	980	438	440	869
Stage 1	-	-	-	-	-	-	655	624	-	816	746	-
Stage 2	-	-	-	-	-	-	738	703	-	646	621	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1335	-	-	1512	-	-	288	362	980	383	389	869
Mov Cap-2 Maneuver	-	-	-	-	-	-	288	362	-	383	389	-
Stage 1	-	-	-	-	-	-	582	554	-	725	742	-
Stage 2	-	-	-	-	-	-	595	699	-	553	551	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	5			0.2			16.4			13.9		
HCM LOS							C			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	355	1335	-	-	1512	-	-	626				
HCM Lane V/C Ratio	0.112	0.106	-	-	0.004	-	-	0.354				
HCM Control Delay (s)	16.4	8	0	-	7.4	0	-	13.9				
HCM Lane LOS	C	A	A	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.4	0.4	-	-	0	-	-	1.6				

HCM 6th TWSC  
11: Pike Street & E. Colfax Avenue (CO-36)

2041 Background  
AM Peak

Intersection

Int Delay, s/veh 0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	115	5	0	210	0	5
Future Vol, veh/h	115	5	0	210	0	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	131	6	0	239	0	6

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	- - - 134
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - - 6.22
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - - 3.318
Pot Cap-1 Maneuver	-	-	0 - 0 915
Stage 1	-	-	0 - 0 -
Stage 2	-	-	0 - 0 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	- - - 915
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9
HCM LOS			A




Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	915	-	-	-
HCM Lane V/C Ratio	0.006	-	-	-
HCM Control Delay (s)	9	-	-	-
HCM Lane LOS	A	-	-	-
HCM 95th %tile Q(veh)	0	-	-	-

HCM 6th TWSC  
12: Elbert Street & E. Colfax Avenue (CO-36)

2041 Background  
AM Peak

Intersection

Int Delay, s/veh 0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	110	10	0	210	0	5
Future Vol, veh/h	110	10	0	210	0	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	125	11	0	239	0	6

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	- - - 131
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - - 6.22
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - - 3.318
Pot Cap-1 Maneuver	-	-	0 - 0 919
Stage 1	-	-	0 - 0
Stage 2	-	-	0 - 0
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	- - - 919
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -

Approach	EB	WB	NB
HCM Control Delay, s	0	0	8.9
HCM LOS			A




Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	919	-	-	-
HCM Lane V/C Ratio	0.006	-	-	-
HCM Control Delay (s)	8.9	-	-	-
HCM Lane LOS	A	-	-	-
HCM 95th %tile Q(veh)	0	-	-	-

HCM 6th TWSC  
15: Custer Street & E. Colfax Avenue (CO-36)

2041 Background  
AM Peak

Intersection

Int Delay, s/veh 0.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	110	5	10	205	5	5
Future Vol, veh/h	110	5	10	205	5	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	125	6	11	233	6	6

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	131
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1454
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1454
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-






Approach	EB	WB	NB
HCM Control Delay, s	0	0.3	10
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	737	-	-	1454	-
HCM Lane V/C Ratio	0.015	-	-	0.008	-
HCM Control Delay (s)	10	-	-	7.5	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-



# HCM 6th TWSC 2: County Highway 79 & Bennet Avenue

2041 Background  
PM Peak

Intersection						
Int Delay, s/veh	3.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	70	65	135	100	60	155
Future Vol, veh/h	70	65	135	100	60	155
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	200	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	80	74	153	114	68	176
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	465	153	0	0	267	0
Stage 1	153	-	-	-	-	-
Stage 2	312	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	556	893	-	-	1297	-
Stage 1	875	-	-	-	-	-
Stage 2	742	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	527	893	-	-	1297	-
Mov Cap-2 Maneuver	527	-	-	-	-	-
Stage 1	875	-	-	-	-	-
Stage 2	703	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	12.1	0		2.2		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	657	1297	-	
HCM Lane V/C Ratio	-	-	0.233	0.053	-	
HCM Control Delay (s)	-	-	12.1	7.9	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	0.9	0.2	-	




Intersection												
Int Delay, s/veh	7.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	165	115	15	5	100	75	10	10	5	60	15	150
Future Vol, veh/h	165	115	15	5	100	75	10	10	5	60	15	150
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	188	131	17	6	114	85	11	11	6	68	17	170
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	199	0	0	148	0	0	778	727	140	693	693	157
Stage 1	-	-	-	-	-	-	516	516	-	169	169	-
Stage 2	-	-	-	-	-	-	262	211	-	524	524	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1373	-	-	1434	-	-	314	351	908	358	367	889
Stage 1	-	-	-	-	-	-	542	534	-	833	759	-
Stage 2	-	-	-	-	-	-	743	728	-	537	530	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1373	-	-	1434	-	-	215	297	908	305	311	889
Mov Cap-2 Maneuver	-	-	-	-	-	-	215	297	-	305	311	-
Stage 1	-	-	-	-	-	-	461	454	-	709	755	-
Stage 2	-	-	-	-	-	-	584	724	-	443	451	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	4.5			0.2			18.7			17.3		
HCM LOS							C			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	292	1373	-	-	1434	-	-	544				
HCM Lane V/C Ratio	0.097	0.137	-	-	0.004	-	-	0.47				
HCM Control Delay (s)	18.7	8	0	-	7.5	0	-	17.3				
HCM Lane LOS	C	A	A	-	A	A	-	C				
HCM 95th %tile Q(veh)	0.3	0.5	-	-	0	-	-	2.5				

HCM 6th TWSC  
11: Pike Street & E. Colfax Avenue (CO-36)

2041 Background  
PM Peak

Intersection

Int Delay, s/veh 0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	170	10	0	180	0	5
Future Vol, veh/h	170	10	0	180	0	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	193	11	0	205	0	6

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	- - - 199
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - - 6.22
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - - 3.318
Pot Cap-1 Maneuver	-	-	0 - 0 842
Stage 1	-	-	0 - 0
Stage 2	-	-	0 - 0
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	- - - 842
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9.3
HCM LOS			A




Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	842	-	-	-
HCM Lane V/C Ratio	0.007	-	-	-
HCM Control Delay (s)	9.3	-	-	-
HCM Lane LOS	A	-	-	-
HCM 95th %tile Q(veh)	0	-	-	-

HCM 6th TWSC  
12: Elbert Street & E. Colfax Avenue (CO-36)

2041 Background  
PM Peak

Intersection

Int Delay, s/veh 0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	170	5	0	180	0	5
Future Vol, veh/h	170	5	0	180	0	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	193	6	0	205	0	6

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	- - - 196
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - - 6.22
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - - 3.318
Pot Cap-1 Maneuver	-	-	0 - 0 845
Stage 1	-	-	0 - 0
Stage 2	-	-	0 - 0
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	- - - 845
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9.3
HCM LOS			A




Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	845	-	-	-
HCM Lane V/C Ratio	0.007	-	-	-
HCM Control Delay (s)	9.3	-	-	-
HCM Lane LOS	A	-	-	-
HCM 95th %tile Q(veh)	0	-	-	-

HCM 6th TWSC  
15: Custer Street & E. Colfax Avenue (CO-36)

2041 Background  
PM Peak

Intersection

Int Delay, s/veh 0.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	170	5	10	175	5	5
Future Vol, veh/h	170	5	10	175	5	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	193	6	11	199	6	6






Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	199
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1373
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1373
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.4	10.3
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	693	-	-	1373	-
HCM Lane V/C Ratio	0.016	-	-	0.008	-
HCM Control Delay (s)	10.3	-	-	7.6	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0	-

HCM 6th TWSC  
2: County Highway 79 & Bennet Avenue

2041 Total  
AM Peak





Intersection						
Int Delay, s/veh	3.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	97	26	125	58	25	180
Future Vol, veh/h	97	26	125	58	25	180
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	200	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	110	30	142	66	28	205

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	403	142	0	0	208
Stage 1	142	-	-	-	-
Stage 2	261	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	603	906	-	-	1363
Stage 1	885	-	-	-	-
Stage 2	783	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	590	906	-	-	1363
Mov Cap-2 Maneuver	590	-	-	-	-
Stage 1	885	-	-	-	-
Stage 2	767	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.2	0	0.9
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	637	1363
HCM Lane V/C Ratio	-	-	0.219	0.021
HCM Control Delay (s)	-	-	12.2	7.7
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.8	0.1






Intersection												
Int Delay, s/veh	7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	125	65	11	6	101	107	17	21	7	51	12	135
Future Vol, veh/h	125	65	11	6	101	107	17	21	7	51	12	135
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	142	74	13	7	115	122	19	24	8	58	14	153
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	237	0	0	87	0	0	639	616	81	571	561	176
Stage 1	-	-	-	-	-	-	365	365	-	190	190	-
Stage 2	-	-	-	-	-	-	274	251	-	381	371	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1330	-	-	1509	-	-	389	406	979	432	436	867
Stage 1	-	-	-	-	-	-	654	623	-	812	743	-
Stage 2	-	-	-	-	-	-	732	699	-	641	620	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1330	-	-	1509	-	-	284	359	979	371	385	867
Mov Cap-2 Maneuver	-	-	-	-	-	-	284	359	-	371	385	-
Stage 1	-	-	-	-	-	-	581	553	-	721	739	-
Stage 2	-	-	-	-	-	-	588	696	-	540	551	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	5			0.2			16.7			14.3		
HCM LOS							C			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	359	1330	-	-	1509	-	-	610				
HCM Lane V/C Ratio	0.142	0.107	-	-	0.005	-	-	0.369				
HCM Control Delay (s)	16.7	8	0	-	7.4	0	-	14.3				
HCM Lane LOS	C	A	A	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.5	0.4	-	-	0	-	-	1.7				

HCM 6th TWSC  
11: Pike Street & E. Colfax Avenue (CO-36)

2041 Total  
AM Peak

Intersection

Int Delay, s/veh 0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	118	5	0	214	0	6
Future Vol, veh/h	118	5	0	214	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	134	6	0	243	0	7

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	- - - 137
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - - 6.22
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - - 3.318
Pot Cap-1 Maneuver	-	-	0 - 0 911
Stage 1	-	-	0 - 0 -
Stage 2	-	-	0 - 0 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	- - - 911
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9
HCM LOS			A




Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	911	-	-	-
HCM Lane V/C Ratio	0.007	-	-	-
HCM Control Delay (s)	9	-	-	-
HCM Lane LOS	A	-	-	-
HCM 95th %tile Q(veh)	0	-	-	-

HCM 6th TWSC  
12: Elbert Street & E. Colfax Avenue (CO-36)

2041 Total  
AM Peak

Intersection

Int Delay, s/veh 0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	113	11	0	214	0	6
Future Vol, veh/h	113	11	0	214	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	128	13	0	243	0	7

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	- - - 135
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - - 6.22
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - - 3.318
Pot Cap-1 Maneuver	-	-	0 - 0 914
Stage 1	-	-	0 - 0 -
Stage 2	-	-	0 - 0 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	- - - 914
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9
HCM LOS			A




Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT
Capacity (veh/h)	914	-	-	-
HCM Lane V/C Ratio	0.007	-	-	-
HCM Control Delay (s)	9	-	-	-
HCM Lane LOS	A	-	-	-
HCM 95th %tile Q(veh)	0	-	-	-

HCM 6th TWSC  
15: Custer Street & E. Colfax Avenue (CO-36)

2041 Total  
AM Peak

Intersection

Int Delay, s/veh 0.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	114	5	11	206	8	8
Future Vol, veh/h	114	5	11	206	8	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	130	6	13	234	9	9






Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	136
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1448
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1448
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.4	10.1
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	729	-	-	1448	-
HCM Lane V/C Ratio	0.025	-	-	0.009	-
HCM Control Delay (s)	10.1	-	-	7.5	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0	-

HCM 6th TWSC  
2: County Highway 79 & Bennet Avenue

2041 Total  
PM Peak

Intersection						
Int Delay, s/veh	3.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	85	65	135	125	61	155
Future Vol, veh/h	85	65	135	125	61	155
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	200	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	97	74	153	142	69	176
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	467	153	0	0	295	0
Stage 1	153	-	-	-	-	-
Stage 2	314	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	554	893	-	-	1266	-
Stage 1	875	-	-	-	-	-
Stage 2	741	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	524	893	-	-	1266	-
Mov Cap-2 Maneuver	524	-	-	-	-	-
Stage 1	875	-	-	-	-	-
Stage 2	700	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	12.7	0		2.3		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	638	1266	-	
HCM Lane V/C Ratio	-	-	0.267	0.055	-	
HCM Control Delay (s)	-	-	12.7	8	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	1.1	0.2	-	

Intersection												
Int Delay, s/veh	8.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	165	116	17	8	101	76	11	14	6	62	21	150
Future Vol, veh/h	165	116	17	8	101	76	11	14	6	62	21	150
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	188	132	19	9	115	86	13	16	7	70	24	170
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	201	0	0	151	0	0	791	737	142	705	703	158
Stage 1	-	-	-	-	-	-	518	518	-	176	176	-
Stage 2	-	-	-	-	-	-	273	219	-	529	527	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1371	-	-	1430	-	-	307	346	906	351	362	887
Stage 1	-	-	-	-	-	-	541	533	-	826	753	-
Stage 2	-	-	-	-	-	-	733	722	-	533	528	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1371	-	-	1430	-	-	206	292	906	294	306	887
Mov Cap-2 Maneuver	-	-	-	-	-	-	206	292	-	294	306	-
Stage 1	-	-	-	-	-	-	460	453	-	702	748	-
Stage 2	-	-	-	-	-	-	569	717	-	434	449	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	4.5			0.3			19.3			18.9		
HCM LOS							C			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	287	1371	-	-	1430	-	-	519				
HCM Lane V/C Ratio	0.123	0.137	-	-	0.006	-	-	0.51				
HCM Control Delay (s)	19.3	8	0	-	7.5	0	-	18.9				
HCM Lane LOS	C	A	A	-	A	A	-	C				
HCM 95th %tile Q(veh)	0.4	0.5	-	-	0	-	-	2.9				



HCM 6th TWSC  
11: Pike Street & E. Colfax Avenue (CO-36)

2041 Total  
PM Peak

Intersection						
Int Delay, s/veh	0.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↰			↱		↱
Traffic Vol, veh/h	173	11	0	185	0	6
Future Vol, veh/h	173	11	0	185	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	197	13	0	210	0	7
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	204
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	-	-	0	-	0	837
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	837
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		9.3	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT		
Capacity (veh/h)	837	-	-	-		
HCM Lane V/C Ratio	0.008	-	-	-		
HCM Control Delay (s)	9.3	-	-	-		
HCM Lane LOS	A	-	-	-		
HCM 95th %tile Q(veh)	0	-	-	-		

HCM 6th TWSC  
12: Elbert Street & E. Colfax Avenue (CO-36)

2041 Total  
PM Peak




Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↰			↱		↱
Traffic Vol, veh/h	173	6	0	185	0	6
Future Vol, veh/h	173	6	0	185	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	197	7	0	210	0	7
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	201
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	-	-	0	-	0	840
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	840
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		9.3	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT		
Capacity (veh/h)	840	-	-	-		
HCM Lane V/C Ratio	0.008	-	-	-		
HCM Control Delay (s)	9.3	-	-	-		
HCM Lane LOS	A	-	-	-		
HCM 95th %tile Q(veh)	0	-	-	-		

HCM 6th TWSC  
15: Custer Street & E. Colfax Avenue (CO-36)

2041 Total  
PM Peak

Intersection

Int Delay, s/veh 0.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	173	6	16	178	7	7
Future Vol, veh/h	173	6	16	178	7	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	197	7	18	202	8	8

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	204
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1368
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1368
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.6	10.5
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	676	-	-	1368	-
HCM Lane V/C Ratio	0.024	-	-	0.013	-
HCM Control Delay (s)	10.5	-	-	7.7	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0	-



## Engineering Review Memo

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To: Stephen Hebert, AICP, Bennett Planning & Economic Development Manager  
From: Dan Giroux, PE, Engineering Consultant to the Town  
Date: Monday, December 7, 2020  
Case: Worthman Acres, Final Plat and Associated Variance Requests, 1<sup>st</sup> Submittal  
Subject: Civil Engineering Review

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Per the request of the Town of Bennett, Terramax, Inc. has reviewed the first submittal of the Final Plat application materials, as well as the Variance Requests, for the proposed Worthman Acres subdivision development. This review does not relieve the applicant from meeting the Town's requirement that the development comply with all Town Codes and Standards, except in the case of explicit instruction with regard to the Variance Request items. All prior comments on the development application, including the Sketch Plan, are still in force, until acceptably addressed.

I have the following comments to offer on the application materials:

### **General**

1. The Final Plat should have "Ownership" and "Party Responsible for Maintenance" columns added to the Tract Summary.
  - These may be combined if the Ownership and Party Responsible for Maintenance are always consistent.
2. Metro District Ownership is required for all Tracts.
3. Town "blanket" access easement shall be provided for all Tracts.
4. This may be done/granted via Final Plat Note.
5. Other standard Town Notes may be required, and added as redlined or provided by the Town before final approval and recording.

### **Variance Requests**

1. Kiowa Avenue
    - The 34-foot to 32-foot Local street section and taper proposed, specifically to provide for an acceptable detached sidewalk layout and configuration, is acceptable.
    - The matching 0.3 percent minimum curb & gutter grade is permissible only for limited sections of the south flowline without other practical, feasible options.
    - 0.6 percent minimum curb & gutter running slopes to storm sewer inlets shall be provided to the greatest extent practical along the south curb & gutter.
    - Street "running slope" of 0.3 percent is permissible with pavement cross-slopes greater than 2 percent for asphalt, 1 percent for concrete pavement.
-

- Intersection pavement slopes shall provide for minimum 2 percent cross-slope for asphalt, 1 percent for concrete, for all conditions.
- Kiowa Street expansion or reconstruction pavement type shall be consistent for the street width, and shall not be "quilted" – the pavement width, edge of gutter to edge of gutter, shall be concrete or asphalt pavement, but shall not be mixed.
- Kiowa Street pavement type shall not change west-to-east more than once to twice total, overall, from concrete to asphalt, and vice versa.
- That is, Kiowa abutting Worthman Acres may be fully concrete, fully asphalt, OR may have one section of asphalt within concrete sections at each end.

## 2. Custer Street

- It is my recommendation the Town assist the applicant with easement procurement east of the section line, as requested.
- The assistance would be primarily introduction and facilitation, with information support to the adjacent property owner regarding Custer Street, future plans and obligations, and benefit to the adjacent east property of dedication.
- The 24-foot interim street section should feature an 8-foot all-weather (CDOT Class 6 ABC roadbase) east breakdown shoulder to support full emergency vehicle access and use.
- East easement provisions shall also consider the interim drainage impacts, including the breakdown shoulder.
- The Custer Street west right-of-way line, width, and curb & gutter taper from Kiowa to Cottonwood is allowed.
- The Custer Street minimum running slope of 0.75 percent is allowed.

## 3. Bennett Avenue

- Bennett Crossing participation and obligations are not a consideration with Bennett Avenue.
- The Bennett Avenue full build-out provisions should receive additional and specific consideration between the Town and the developer.
- The Bennett Avenue full-width continuation obligation for this property has been consistently addressed through various development proposal reviews by the Town from several years prior, dating since the LGI Bennett Crossing Filing 2 Subdivision Improvement Agreement and development, and including the time frame of the Worthman property Metro District review and approval process.
- The right-of-way continuation east from Brothers 4 is acceptable, as outlined, with provisions for detached sidewalk.
- The Town requests that the applicant work to design and provide a north-side detached sidewalk within Worthman Acres along Bennett Avenue.
- The sidewalk and setback area layout would be based on the Residential Collector section from back of Bennett Avenue north curb & gutter.
- This would require an enlarged easement along the north side of Bennett Avenue, which may coincide with IREA easement requests/requirements in any case.
- This may affect fencing limitations along Bennett Avenue north-side homes.
- The Town has discussed other potential accommodations to facilitate installation of the Bennett Avenue detached sidewalk, including sliding and width reductions of

Tracts, rights-of-way and lots to the north, and is open to discussion of alternate approaches.

- Any 24-foot interim street section proposed should feature an 8-foot all-weather (CDOT Class 6 ABC roadbase) south breakdown shoulder to support full emergency vehicle access and use.
- It appears that in any case, a canted, not crowned, Bennett Avenue cross-section, sloping to the north side, would assist with the street drainage, as well as grading.
- Demolition and reconstruction work on Bennett Avenue west of Worthman Acres should be considered with installation of the required Town Pressure Reducing Valve (PRV) station for water system tie-in. Additional discussion follows.
- The Bennett Avenue minimum running slope of 0.75 percent is allowed.

#### 4. Drainage

- The off-site stormwater easement(s) can be made a Condition of Approval for the Final Plat, so that submittal reviews and approvals, as well as construction plan reviews and approvals, may proceed.
- Off-site easements and related Conditions of Approval are at the applicant's risk, and if not secured, would prevent signing and recording of the Final Plat.
- It is my recommendation the Town assist the applicant with off-site stormwater easement procurement, as requested.
- The assistance would be primarily introduction and facilitation, with information support to the affected property owner(s) regarding future plans and obligations, and benefit to the subject properties of dedication.
- The Town has addressed immediate stormwater issues south of Colfax, and may no longer be interested in storm sewer upsizing for this off-site improvement, dependent upon proximity, practicality and financial feasibility for future storm sewer extension to the west of Custer & Colfax.
- The detention pond reference should refer to southwest of Kiowa and Custer.
- No Final Drainage Report exceptions at this time pending construction plan (CD) review and comparison.
- For other discharge points, I would note that the Town typically cautiously avoids the 1.0 cfs/acre developed discharge rate in practice, due to Bennett area soils, slopes, depressions, and ground covers, amongst other factors. However, with expected adequate outfall treatment and conveyance to Kiowa Creek at the outfall location proposed, I take no exception. Should the outfall point be changed to another location or property, I reserve the right on behalf of the Town to re-evaluate and reconsider the proposed outfall rates.

#### 5. Sanitary Sewer

- The "Mitchell Interceptor" off-site sanitary sewer, southeast of Worthman Acres, has adequate capacity to accommodate this development.
- The Cordella Lift Station that accepts those sanitary sewer flows, however, does not, and would require an additional wet well, and a pump upgrade or additional pump.
- In addition, the force main eject line from the Cordella Lift Station back to Custer and Kiowa, has insufficient capacity and is in poor condition, and would require replacement.



- 10-inch sanitary sewer mains at Town-minimum grades within Worthman Acres should be checked for regular flushing velocities.
- Minimum slopes may not be acceptable for "top of line" runs with few homes contributing flows.

#### 6. Water Main

- Cut-in tees will likely be required, and are acceptable to the Town, for much of the existing system connections, due to existing Town distribution system pipe materials and conditions, as outlined in the Sketch Plan review, and applicant Waiver Request.
- This development will be on the Town's "high pressure" zone, and will require PRV stations for connection to the existing Town distribution system in Kiowa Avenue.
- This PRV location is desired to be outside the street if practical, especially given the reduced street section discussed above, but if so, could require additional easement and setback accommodations within the development.
- The Bennett Avenue PRV is a part of the Town's Capital Improvement Project for the southwest corner of the development, but should be coordinated with the Town Public Works Department for best final location and layout/orientation, connection, schedule, and street demolition work.
- The project construction plan (CD) review should effectively initiate the Bennett Avenue PRV coordination.
- Any additional Town water distribution system connections, beyond the Town Bennett Avenue and one developer connection in Kiowa Avenue, would be closed-isolation-valve for normal system operations.

Steve, this concludes my civil engineering review of the first submittal application materials for the Worthman Acres Final Plat and Variance Requests. Please let me know if you have any questions, or require additional information pertaining to the submitted information, or my review.



**Melinda A. Culley**

(303) 298-1601 tel

(303) 298-1627 fax

*melinda@kellypc.com*

## **MEMORANDUM**

TO: Steve Hebert  
Planning & Economic Development Manager  
Town of Bennett

FROM: Melinda Culley /s/

DATE: December 3, 2020

RE: Worthman Acres

---

I reviewed the Final Plat for Worthman Acres and have the following comments:

### *General Comments*

1. Submit a title commitment for the subject property dated no later than 3 months from the date of the application.

### *Sheet 1*

2. In the Ownership and Dedication block, insert the actual names of the landowners.
3. If there is a deed of trust associated with the property, then a Lender's Consent block will be required.
4. Note 9 indicates that the plat will create a vested property right. If approved, the plat will constitute a "site specific development plan" and will create a 3 year vesting period. If there are concerns with this, we may want to consider whether a vesting agreement is appropriate. A vesting agreement could identify what components of the plan constitute vested rights (i.e. density, lot size, uses). Finally, there is an additional notice requirement for site specific development plans. Within 14 days *after* approval of a plan, the applicant (or Town) must publish a notice describing generally the type and intensity of use approved, the specific parcel or parcels of property affected, the terms and conditions of any approval, and stating the date of approval of the site specific development plan and that a vested property right has been created. See BMC § 16-1-550.

5. I recommend deleting Note 13. It references an 8% school dedication requirement, which is outdated.

*Sheet 2*

6. Consider adding information about ownership and maintenance for the various tracts.



# Bennett-Watkins Fire Rescue

District Office: 303-644-3572 Fax: 303-644-3401

355 4<sup>th</sup> Street, Bennett, CO 80102

Email: [LifeSafety@BennettFireRescue.org](mailto:LifeSafety@BennettFireRescue.org)

*"Striving to Preserve Life and Property"*

November 12<sup>th</sup>, 2020

Steve Hebert

Town Planner

Town of Bennett

Re: Worthman Acres Final Plat – Case 20.25

Planner Hebert,

In regards to the submission for Worthman Acres Final Plat – Case 20.25, Bennett-Watkins Fire Rescue (BWFR) has the following comments and considerations:

- The developer shall confer with Bennett Fire Protection District and ensure that the proposed development conforms to adopted (IFC) fire code standards.
- The developer shall ensure the proposed municipal water systems pertaining to hydrant distribution fire suppression is adequate to protect the proposed development as well as meet design expectations of both the Town of Bennett as well as Bennett-Watkins Fire Rescue. Considerations for design requirement shall include adopted codes and standards as well as ISO distribution and fire flow requirements.
- The applicant will be required to submit a separate site overview and fire hydrant model exhibit demonstrating the placement and distances of all fire hydrants throughout the development. This model will be reviewed for IFC Appendix C compliance. Separate fees and submission for this review are required directly with the Fire District.
- It is recommended that the developer work directly with Bennett-Watkins Fire Rescue, ISO, and Town of Bennett Staff to provide and review information pertaining to the needed fire flows for the proposed development. This information should be vetted against International Fire Code Requirements as well as ISO requirements. It is also likely that this information will also be required by the Town to include for hydraulic system modeling.
- Fire hydrant installation shall conforming to the painting and color coding system outlined in NFPA 291. The developer/install contactor is responsible for ensuring all hydrants are painted conforming to the TOB/BWFR standards.
- The current development may include on street parking. On street parking may reduce the usable space of roadways throughout the development. The developer shall work with the Fire District and Town staff to identify where on-street parking may be approved or prohibited to ensure safe access for emergency response.
- Areas of the development that include wildland-urban interface, greenbelts, or other open space areas are of particular concern for the Fire District. BWFR is interested in working with the developer to ensure that adequate access is provided to these areas should there be a need for vehicle access for wildfire suppression. As each development is unique, it is recommended that the

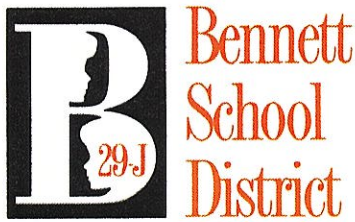
developer work directly with BWFR to examine these interface areas and determine what access and service needs exist.

- Development access requirements are based on the adopted fire code applicable to the development. Two BWFR approved access points are required after the 30<sup>th</sup> dwelling unit is constructed. These access points are required to follow the remoteness guidelines, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses. The only exception to this requirement is if all dwelling units are constructed with approved automatic sprinkler systems and approved by BWFR.
- BWFR will incur unmet capital costs associated with new development. To address the needs of this unmet capital cost, BWFR recently enacted a development fee policy which establishes fees due for all new types of development. It is likely that fees will apply to the new proposed development. If the developer has additional questions or concerns regarding Fire District development fees or policies, they can contact the District Office at 303-644-3572.

Thank You

A handwritten signature in black ink, appearing to read 'Caleb J. Connor', with a stylized flourish at the end.

Caleb J. Connor  
Fire Marshal  
Life Safety Division  
Bennett-Watkins Fire Rescue  
303-644-3572 - Headquarters / 720-893-7672 - Direct  
[www.BennettFireRescue.org](http://www.BennettFireRescue.org)



## DISTRICT OFFICES

615 Seventh Street • Bennett, Colorado 80102 8015  
(303) 644-3234 • (303) 571-1104 • FAX (303) 644-4121

December 3<sup>rd</sup>, 2020

This letter is being written to highlight discussions between Bennett School District 29J and the developers of Worthman Acres. We had a phone conference with Todd Johnson on November 4<sup>th</sup> to discuss Worthman Acres. During that discussion, it was reiterated that the District would be asking for cash in lieu per District policy.

Based on our Board Policy and town of Bennett approved site standards for this 134 home development that is presented in the ODP, and using a fair market average standard of .78 students per household, calculations point to bringing in approximately 105 new students. Using our Board Policy site standards and cash-in-lieu projections, the District would receive either 6.24 acres of land or cash-in-lieu. The District is respectfully requesting the cash-in-lieu to be figured at 45,000.00 per acre with a net value of 280,793.00 in cash.

Bennett School District has current policy in place that address the expectations for land dedications, cash-in-lieu, and land use impact statements. We have shared those policies and had those discussions with Mr. Todd Johnson to determine what is in the best interest of the Bennett School District.

To add into record to the ODP the following is in District Policy: When deciding school sites, the minimum acreage per school is 10 acres for an elementary, 25 acres for a middle school, and 40 acres for a high school. Cash-in-lieu of land will be 45 thousand per acre or full market value (appraisal) whichever is the greater amount.

We appreciate the fact that Mr. Johnson has reached out to us to see what meets the needs of our District and has been receptive to finding a solution that is in the best interests of future students of the Bennett School District.

Sincerely,

A handwritten signature in blue ink that reads 'Robin Purdy'. The signature is fluid and cursive, with the first name 'Robin' being more prominent than the last name 'Purdy'.

Mrs. Robin Purdy  
Superintendent of Schools



# STATE OF COLORADO

## Traffic & Safety

Region 1

2829 W. Howard Place

Denver, Colorado 80204



COLORADO  
Department of Transportation

Project Name: **Worthman Acres**

Print Date: 1/7/2021

Highway:

079

Mile Marker:

### Drainage Comments:

#### SBL - 1/6/2021

I do not support the Worthman Acres outfall proposal within CDOT right-of-way. Following are my comments from the 1/6/2021 Zoom meeting with Dan Giroux (Bennett Town Engineer):

- The State Of Colorado, State Highway Access Code dated March 2002 states *The highway drainage system is for the protection of the state highway right-of-way, structures and appurtenances. It is not designed or intended to serve the drainage requirements of abutting or other properties beyond undeveloped historical flow.*
- The proposed outfall in CDOT right-of-way does not follow the historic drainage path for the proposed Worthman Acres site. The proposed 30" RCP outfall profile shows that there is a highpoint at or near W-STMH-19 in CDOT right-of-way. The historic outfall path appears to be north through an existing culvert under US 36 with what appears to be ~3' of inadvertent detention southeast of US 36 and Custer Street prior to flow crossing north under US 36.
- I do not believe that allowing the 30" RCP outfall in CDOT right-of-way is in CDOT's best interest. The outfall is upwards of 15' deep and has a pipe profile slope of 0.3%. In addition, the outfall appears to daylight ~1,600' upstream of Kiowa Creek within CDOT right-of-way. Outfall depth, outfall slope and then non-historic open channel flow within CDOT right-of-way are maintenance issues that are of concern.

#### SBL - 12/31/2020

I have reviewed the Final (Phase III) Drainage Report for Worthman Acres, dated 10/23/2020. I think that CDOT should meet with Dan Giroux (Bennett Town Engineer) to discuss this site. The site proposes to run a 30-inch RCP storm sewer to US 36 right-of-way and then about 2,000 feet southeast to Kiowa Creek. This is a similar proposal to the 42-inch HDPE storm sewer proposed for Bennett Crossing Filing 2, LGI Homes. I do not remember if CDOT allowed the 42-inch HDPE storm sewer pipe to be run in CDOT right-of-way.

### Traffic Comments:

JAI 1/6/2020

Based on text in the report 1% was used as the annual growth rate. OTIS has an annual growth of 2.6% and DRCOG has roughly 2.8% for SH -79 in this location. The background annual growth rate for SH-79 should be at least 2.5%. US-36 in this location is roughly that 1% growth based on OTIS and DRCOG model. Figure 4 has a different % listed for different facilities. Not sure what % was used. Please clarify better.

On figure 6 show which year is what percentage. Not sure why there is 10% going up Viewridge Dr in the 2041. Is this assuming that it connects back up to North SH-79? Please update graphic to show that.

If SH-79 doesn't get shifted by 2041 what will be the traffic impacts on SH-79?

Northbound left movement at Pike and Elbert are missing from all future traffic volumes.

Permits Comments:

No comments. RLW

Agree & support the recommendations of off-site improvements within the TIS prepared by LSC, 12-2020 for off-site highway improvements (by permit) as follows:

A northbound right-turn deceleration lane is warranted on SH 79 (1st Avenue) approaching Bennett Avenue based on existing traffic volumes. An appropriate length based on the 35 mph posted speed limit is 190 feet plus a 120-foot transition taper.

*Access Permit must come from Town of Bennett*

An eastbound left-turn lane is warranted on E. Colfax Avenue (US 36) approaching Adams Street based on existing traffic volumes but is expected to include little or no site-generated traffic. *Access Permit must come from Town of Bennett*

A westbound right-turn lane is warranted on E. Colfax Avenue (US 36) approaching Adams Street based on existing traffic volumes but is expected to include minimal site-generated traffic. *Access Permit must come from Town of Bennett*

We also agree that this infill parcel needs to advance the realignment of SH 79. Until then, expect most of the local traffic to connect through the existing town roadways.

-RS 12-30-2020

Show the CDOT ROW for all plan sheets that have work in the CDOT ROW. RLW 7 Jan 2021

Steve Hebert <[shebert@bennett.co.us](mailto:shebert@bennett.co.us)>

---

**RE: FW: Worthman Acres, 2nd Final Plat Submission**

1 message

---

**Brooks Kaufman** <[BKaufman@irea.coop](mailto:BKaufman@irea.coop)>

Tue, Feb 23, 2021 at 5:23 PM

To: Barry Moore <[bmoore@emkc.com](mailto:bmoore@emkc.com)>, Steve Hebert <[shebert@bennett.co.us](mailto:shebert@bennett.co.us)>, Dan Giroux <[dangiroux@terramax.us](mailto:dangiroux@terramax.us)>Cc: "Chad@peakdevgrp.com" <[chad@peakdevgrp.com](mailto:chad@peakdevgrp.com)>, Todd Johnson <[Todd@terraformas.com](mailto:Todd@terraformas.com)>, Vern Naber <[vnaber@irea.coop](mailto:vnaber@irea.coop)>

Steve

IREA approves of revised Final Plat.

Respectfully

Brooks Kaufman

Intermountain Rural Electric Association

Lands and Rights of Way Manager

5496 N. US Hwy 85

Sedalia, CO 80135

Direct : 720.733.5493

Cell : 303.912.0765

[bkaufman@irea.coop](mailto:bkaufman@irea.coop)

---

**From:** Barry Moore <[bmoore@emkc.com](mailto:bmoore@emkc.com)>**Sent:** Tuesday, February 23, 2021 5:02 PM**To:** Steve Hebert <[shebert@bennett.co.us](mailto:shebert@bennett.co.us)>; Dan Giroux <[dangiroux@terramax.us](mailto:dangiroux@terramax.us)>; Brooks Kaufman <[BKaufman@irea.coop](mailto:BKaufman@irea.coop)>**Cc:** [Chad@peakdevgrp.com](mailto:Chad@peakdevgrp.com); Todd Johnson <[Todd@terraformas.com](mailto:Todd@terraformas.com)>**Subject:** Re: FW: Worthman Acres, 2nd Final Plat Submission

**CAUTION:**

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attached is a revised plat with the IREA wording added to Note 14. I also added Note 15 for the Transportation Easement. The easements have been revised per the IREA request and due to the Bennett Avenue realignment.

**Barry O. Moore, PE**

Vice President    Project Manager



7006 S. Alton Way, Bldg. F Centennial, CO 80112

Office: 303-694-1520x106    Fax: 303-694-1617

[www.EMKC.com](http://www.EMKC.com)    [EMK map link](#)

**Start with what is right rather than what is acceptable.**

Franz Kafka, writer

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On 2/16/2021 4:56 PM, Todd Johnson wrote:

Steve/Dan,

Can you confirm you agree with the language proposed, I would assume they have a franchise agreement and can go in the Towns easements but please confirm??

The other comments are minor, we can address.

Thanks

---

**From:** Brooks Kaufman <[BKaufman@Irea.Coop](mailto:BKaufman@Irea.Coop)>

**Sent:** Tuesday, February 16, 2021 3:20 PM

**To:** Steve Hebert <[shebert@bennett.co.us](mailto:shebert@bennett.co.us)>  
**Cc:** Justin Gutierrez <[JGutierrez@summitutilitiesinc.com](mailto:JGutierrez@summitutilitiesinc.com)>; Todd Johnson <[Todd@terraformas.com](mailto:Todd@terraformas.com)>  
**Subject:** RE: Worthman Acres, 2nd Final Plat Submission

Steve

Attached IREA markup comments. The biggest issue utility easements need to be dedicated by plat, the dedication language is not sufficient in the dedication to public utilities an easement.

Some minor comments that may help allow the homes to fit withing the 40 foot wide lot without encroaching into a utility easement, which is not permitted.

Respectfully

Brooks Kaufman

Intermountain Rural Electric Association

Lands and Rights of Way Manager

5496 N. US Hwy 85

Sedalia, CO 80135

Direct : 720.733.5493

Cell : 303.912.0765

[bkaufman@irea.coop](mailto:bkaufman@irea.coop)



---

**From:** Sara Aragon <[saragon@bennett.co.us](mailto:saragon@bennett.co.us)>

**Sent:** Tuesday, February 2, 2021 2:11 PM

**To:** Steve Hebert <[shebert@bennett.co.us](mailto:shebert@bennett.co.us)>; Debra Merkle <[dmerkle@bennett.co.us](mailto:dmerkle@bennett.co.us)>; Lieutenant Karl Smalley <[ksmalley@adcogov.org](mailto:ksmalley@adcogov.org)>; Caleb J. Connor <[calebconnor@bennettfirerescue.org](mailto:calebconnor@bennettfirerescue.org)>; Victoria Flamini <[VictoriaFlamini@bennettfirerescue.org](mailto:VictoriaFlamini@bennettfirerescue.org)>; Zawatzki, Sarah E - Bennett, CO <[sarah.e.zawatzki@usps.gov](mailto:sarah.e.zawatzki@usps.gov)>; Robin Purdy <[robinp@bsd29j.com](mailto:robinp@bsd29j.com)>; Melissa Kendrick <[kendrickplanning@gmail.com](mailto:kendrickplanning@gmail.com)>; Daymon Johnson <[djohnson@bennett.co.us](mailto:djohnson@bennett.co.us)>; Robin Price <[rprice@bennett.co.us](mailto:rprice@bennett.co.us)>; Leila Schaub <[LSchaub@bennettrec.org](mailto:LSchaub@bennettrec.org)>; Cross - CDOT, Marilyn <[Marilyn.Cross@state.co.us](mailto:Marilyn.Cross@state.co.us)>; David Dixon - CDOT <[david.dixon@state.co.us](mailto:david.dixon@state.co.us)>; gabrielle.renner@apexdesignnpc.com; Daniel Giroux <[dangiroux@terramax.us](mailto:dangiroux@terramax.us)>; Gabriel Vanderstraten <[gvanderstraten@summitutilitiesinc.com](mailto:gvanderstraten@summitutilitiesinc.com)>; Justin Gutierrez <[JGutierrez@summitutilitiesinc.com](mailto:JGutierrez@summitutilitiesinc.com)>; Pat White <[patw@esrta.com](mailto:patw@esrta.com)>; Brooks Kaufman <[BKaufman@irea.coop](mailto:BKaufman@irea.coop)>; Melinda Culley

<[melinda@kellypc.com](mailto:melinda@kellypc.com)>; Gina Burke <[gburke@jehnwater.com](mailto:gburke@jehnwater.com)>; [Julio.Iturreria@i-70reap.com](mailto:Julio.Iturreria@i-70reap.com)  
**Subject:** Worthman Acres, 2nd Final Plat Submission

**CAUTION:**

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Below is a link to the Worthman Acres Final Plat 2nd Submission. Comments are due back on February 16, 2021. Comments may be sent to Steve Hebert [shebert@bennett.co.us](mailto:shebert@bennett.co.us) or mailed to Town Hall (address in signature line). Please let us know if you have any questions.

[Worthman Acres Final Plat 2nd Submission](#)

Thank you for your time and attention to this matter.



**Sara Aragon | Community Development Coordinator**  
207 Muegge Way | Bennett CO, 80102  
(303)644-3249 ext. 1012 | [saragon@bennett.co.us](mailto:saragon@bennett.co.us)  
[townofbennett.colorado.gov](http://townofbennett.colorado.gov)



**WORTHMAN ACRES FINAL PLAT 210223.pdf**  
1880K



**BENNETT PLANNING AND ZONING COMMISSION**

**RESOLUTION NO. 2021-04**

**A RESOLUTION RECOMMENDING APPROVAL OF  
A FINAL PLAT FOR WORTHMAN ACRES**

**WHEREAS**, there has been submitted to the Planning and Zoning Commission of the Town of Bennett a request for approval of a Final Plat for Worthman Acres; and

**WHEREAS**, all materials related to the proposed Final Plat have been reviewed by Town Staff and found with conditions to be in compliance with Town of Bennett subdivision and zoning ordinances; and

**WHEREAS**, after a noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds that the proposed Final Plat should be approved subject to certain conditions.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF BENNETT, COLORADO:**

**Section 1.** The Planning and Zoning Commission hereby recommends approval of the proposed Final Plat for Worthman Acres, subject to the conditions set forth on Exhibit A, attached hereto and incorporated herein by reference.

**PASSED AND ADOPTED THIS 15 DAY OF MARCH 2021.**

ATTEST:

DocuSigned by:  
*Christina Hart*  
00366DAA7ED246D...  
Christina Hart, Secretary

DocuSigned by:  
*Wayne Clark*  
B036A4D5E7184A2...  
Chairperson

**EXHIBIT A**  
**Worthman Acres Final Plat**  
**Conditions of Approval**

Before recording the final plat, the applicant shall:

1. update plat notes related to easements and maintenance in a manner directed by the Town Engineer
2. make other minor modifications as directed by Town Staff, Engineer and Town Attorney.

**RESOLUTION NO. 870-21**

**A RESOLUTION APPROVING A FINAL PLAT FOR  
BENNETT VILLAGE**

**WHEREAS**, there has been submitted to the Board of Trustee of the Town of Bennett a request for approval of a Final Plat for Bennett Village; and

**WHEREAS**, all materials related to the proposed Final Plat have been reviewed by Town Staff and the Bennett Planning and Zoning Commission and found to be in compliance with the Land Use and Development Regulations in Chapter 16 of the Bennett Municipal Code; and

**WHEREAS**, after a noticed public hearing, at which evidence and testimony were entered into the record, the Board of Trustees finds that the proposed Final Plat should be approved subject to certain conditions.

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

**Section 1.** The Board of Trustees hereby approves the proposed Final Plat for Bennett Village, subject to the conditions set forth on Exhibit A, attached hereto and incorporated herein by reference.

**PASSED AND ADOPTED THIS 13 DAY OF APRIL, 2021.**

TOWN OF BENNETT

\_\_\_\_\_  
Royce D. Pindell, Mayor

ATTEST:

\_\_\_\_\_  
Christina Hart, Town Clerk

**EXHIBIT A**  
**Bennett Village Final Plat**  
**Conditions of Approval**

Before recording the final plat, the applicant shall:

1. Prior to recording, update all documents to reflect the new name for the Subdivision – Bennett Village.
2. Update plat notes related to right-of-way, interim emergency access, future public improvements, easements and maintenance in a manner directed by the Town Engineer.
3. Make other minor modifications as directed by Town Staff, the Town Engineer and the Town Attorney.

### Suggested Motion

I move to approve Resolution No. 870-21 – A resolution approving a final plat for Bennett Village.

# STAFF REPORT



*welcome neighbors.*

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Christina Hart, Town Clerk  
DATE: April 13, 2021  
SUBJECT: Colorado Open Records Act (CORA) Public Records Policy and Procedure

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## Background

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On August 28, 2007, the Board of Trustees adopted Resolution No. 351, which amended the Public Records Policy and Procedure for the Town of Bennett. The amendment established a policy providing rules for the inspection of public records and set forth a schedule of fees, including a \$15 per hour research and retrieval fee .

Pursuant to Section 24-72-205(6)(b) C.R.S., the hourly research and retrieval fee for the Colorado Open Records Act (CORA) increased from \$30 per hour to \$33.58 per hour effective July 1, 2019. The \$3.58 increase was due to inflation and the percentage change in the Denver-Aurora-Lakewood consumer price index for all items and all urban consumers. As of 2020, the Town had not updated its Municipal Records Fees to include the allowable increase for the research and retrieval fee.

In January 2021, the Clerk's Department began revising the Town's Public Records Policy and Procedure to bring it more update-to-date. In February 2021, the Clerk's Department received a large records request that staff estimated could take up to 240.5 hours to complete. Based on the current \$15 research and retrieval fee, this large request had the potential to cost the Town more than the payment we would have received. For this reason, and with the update to the policy and procedure already underway, staff felt it expedient to come before the Board of Trustees requesting an amendment to the research and retrieval fee and the Public Records Policy and Procedure. Other updates to the Municipal Records Fees schedule have also been proposed, as shown in Attachment 2.

## Schedule of Fees

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In addition to the research and retrieval fee, staff is also proposing fee updates in the "Photo Copies" section as well as changes to the "Miscellaneous Fees" section. These proposed updates are based on changes in technology and Town owned equipment since 2007.

The Town now owns a large printer/plotter which can accommodate printing or scanning large documents in-house. This eliminates the need to outsource or travel to print large maps or documents. The identified Municipal Records Fees which are no longer applicable are:



- Trip Charge
- Mileage
- Printing
- Deposit for Reproduction

The costs associated with printing maps or large documents on the printer/plotter are now based on size and are reflected in the “Photo Copies” section of the proposed Municipal Records Fees schedule.

## Staff Recommendation

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Staff recommends the Board of Trustees adopt Resolution No. 868-21, which approves amendments to the Public Records Policy and Procedure for the Town of Bennett, including the proposed changes to the Municipal Records Fees.

## Attachments

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1. Public Records Policy and Procedure Draft
2. Redline Municipal Records Fee Schedule
3. Resolution No. 868-21



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## **Town of Bennett Public Records Policy and Procedure**

Pursuant to C.R.S. Sections 24-72-203(1)(a) and 24-72-205, as amended, of the Colorado Open Records Act, C.R.S. § 24-72-101 et. seq. ("Act"), it is the policy of the Town of Bennett that public records shall be open for inspection at reasonable times, except as provided by the Act or other law. Pursuant to the Act, the following sets forth Town rules, regulations and policies that are reasonably necessary for the protection of public records, for the prevention of unnecessary interference with the regular discharge of the duties of the custodian, and for enabling timely access to public records that are subject to disclosure under the Act.

The Town Clerk is the official custodian of all public records and will process all requests for public records pursuant to the Act.

A Public Records Request form must be filed with the Town Clerk to initiate a request for public records. Upon receipt of the request form and if required by this policy, a cost deposit, the Town Clerk will research and compile records from various Town departments in response to the request for public records. When the requested documents are compiled, the Town Clerk will notify the applicant of the completion of the request, the availability of the records for inspection, the cost of service including copying charges for any requested copies and research or other fees. Records subject to nondisclosure by law or under the Act will be withheld from inspection.

The Town has three working days to process open records requests and in extenuating circumstances, up to seven working days to respond to requests.

The fees set forth below are subject to change without notice. Fees are to be paid at the time documents are made available for copying or inspection, except that the Town Clerk will require an advance deposit of copying costs for copying estimated to cost in excess of \$10.00 and research fees for research estimated to be in excess of one hour, prior to fulfilling the request. The Town Clerk will return any amount of the deposit which is in excess of the actual charge, and shall collect any amount by which the actual charge exceeds the amount deposited. No records will be made available for inspection or copies released until all amounts due have been paid.

Fees associated with the open records request will be calculated in accordance with the following schedule:

### Schedule of Fees

In accordance with the standard requirements of the Act, there are hereby established reasonable and standardized fees for producing copies of public records, as follows:

<b>Research and Retrieval Fee</b> <b>C.R.S 24-2-205(6)</b>	
First Hour Free	\$33.58/per hour in excess of one hour

<b>Photo Copy Fees</b>	
8-1/2 x 11	\$ .25 /per page
8-1/2 x 14	\$ .40 /per page
11 x 17	\$ .50 /per page
18 x 24	\$ 3.50 /per page
24 x 36	\$ 5.00 /per page
36 x 58	\$10.00 /per page
Large Scanning	\$ 3.00/per page

<b>Public Notary</b>	
Notary Fee	\$ 5.00 /per document
(a)	Exemption for Town business purposes

<b>Miscellaneous Fees</b>	
Postage/Mailing Fees	Actual cost applicable on mail requests
Photographs	Actual cost of copies
Video Tape	Not available
Audio Tape	\$15.00 /per tape



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# Directory of Fees and Charges

as of **April 13** ~~January 1~~, 2021

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## Section 1: Administrative ([Resolution 568-14](#))

### A) Fee Waiver

- 1) Any fees imposed by the Town and listed in the Directory of the Town Fees and Charges adopted by the Town Board may, unless prohibited by ordinance, be administratively waived by the Town Administrator or their designee upon the determining that a waiver is in the best interest of the Town of Bennett.

### B) Fees not Specified

- 1) Any fee not specified in this document will be assessed at cost plus the abatement rate per hour for any Town employee involved in the service.

### C) Public Notary.....\$5.00

- 1) Exemption for Town business purposes

### D) Town Board Meeting Audio .....\$15.00

### E) Municipal Records Fees

- 1) Certified Copies.....\$1.75
- 2) Certified Letters .....\$2.95
- 3) Extraction of Email Data .....\$77.00/device
- 4) Photo Copies.....
  - (a) 8 1/2 x 11.....\$0.25/page
  - (b) 8 1/2 x 14.....\$0.40/page
  - (c) 11 x 17 .....\$0.50/page
  - (d) 18 X 24 .....\$3.50/page
  - (e) 24 X 36 .....\$5.00/page
  - (f) 36 X 58 .....\$10.00/page
  - (g) Large Scanning.....\$3.00/page

### ~~5) Maps~~

- ~~(a) Trip Charge.....\$40.00~~
- ~~(b) Mileage - IRS Rate~~
- ~~(c) Printing - Cost of Print .....~~
- ~~(d) Deposit for Reproduction.....\$10.00~~

### 6) Research and Retrieval Fee [ C.R.S. 24-72-205(6)] .....\$15.00/hr. ~~\$33.58/hr~~

- (a) First hour .....Free

### 7) ~~Miscellaneous Fees~~ ~~Fax Request~~

- (a) ~~Fax Request~~ - Resident.....\$0.25/page
- (b) ~~Fax Request~~ - Non-Resident.....\$0.50/page
- (c) ~~Postage/Mailing Fees~~..... Actual cost
- (d) ~~Photographs~~.....Actual cost
- (e) ~~Video Tape~~..... Not Available
- (f) ~~Audio Tape~~.....\$15.00/tape





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**F) Purchasing**

- 1) Contracts and Plans .....\$30.00-\$550.00

**G) Facilities Rentals**

- 1) Park Rental ([§ 11-5-90](#)) .....\$20.00  
(a) Trupp Park Pavilion .....\$75.00  
(b) BRPOS Pavilion.....\$75.00  
(c) Community Center Park Pavilion .....\$75.00  
(d) Centennial Park Pavilion .....\$25.00  
(e) Deposit ([§ 11-5-110](#)).....\$100.00-\$500.00  
(f) Trupp Fields .....Set by Contract

2) Community Center

(a) Room "C"

(1) Residents

- (i) Up to six (6) hours.....\$250.00  
(ii) Additional hour.....\$50.00/hr.  
(iii) Deposit.....\$150.00-\$500.00  
(iv) Audio/Video Deposit (In addition to facility deposit) .....\$500.00  
(v) Alcohol Deposit (In addition to facility deposit) .....\$200.00  
(vi) Security Fee  
1. Per Officer.....\$50.00/hr.  
(vii) Kitchen fee .....\$75.00  
(viii) ..... Non-Profit  
Discount  
1. Free Public Event .....50% Discount  
2. Fund Raising.....25% Discount

(2) I-70 Corridor Resident

- (i) Up to six (6) hours.....\$300.00  
(ii) Additional hour.....\$50.00/hr.  
(iii) Deposit.....\$200.00-\$500.00  
(iv) Audio/Video Deposit (In addition to facility deposit) .....\$500.00  
(v) Alcohol Deposit (In addition to facility deposit) .....\$200.00  
(vi) Security Fee  
1. Per Officer.....\$50.00/hr.  
(vii) Kitchen .....\$75.00  
(viii) ..... Non-Profit  
Discount  
1. Free Public Event .....50% Discount  
2. Fund Raising.....25% Discount

(3) Other

- (i) Up to six (6) hours.....\$600.00



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- (ii) Additional hour.....\$100.00/hr.
- (iii) Deposit.....\$300.00-\$500.00
- (iv) Audio/Video Deposit (In addition to facility deposit) .....\$500.00
- (v) Alcohol Deposit (In addition to facility deposit) .....\$200.00
- (vi) Security Fee
  - 1. Per Officer.....\$50.00/hr.
- (vii) Kitchen fee .....\$100.00
- (viii) ..... Non-Profit Discount
  - 1. Free Public Event .....50% Discount
  - 2. Fund Raising.....25% Discount

(b) Lions Room

(1) Resident

- (i) Up to two (2) hours.....\$50.00
- (ii) Additional hour.....\$10.00/hr.
- (iii) Deposit.....\$50.00-\$150.00
- (iv) Non-Profit Discount
  - 1. Free Public Event .....50% Discount
  - 2. Fund Raising.....25% Discount

(2) I-70 Corridor Resident

- (i) Up to two (2) hours.....\$50.00
- (ii) Additional hour.....\$20.00/hr.
- (iii) Deposit.....\$50.00-\$150.00
- (iv) Non-Profit Discount
  - 1. Free Public Event .....50% Discount
  - 2. Fund Raising.....25% Discount

(3) Other

- (i) Up to two (2) hours.....\$75.00
- (ii) Additional hour.....\$30.00/hr.
- (iii) Deposit.....\$50.00-\$150.00
- (iv) Non-Profit Discount
  - 1. Free Public Event .....50% Discount
  - 2. Fund Raising.....25% Discount

## Section 2: Finance

- A) Returned Check Fee .....\$40.00



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**B) Use Tax ([§4-6-20](#))**

- 1) Levied on the full price of building and construction material .....2%

**C) Sales Tax ([§4-5-10](#))**

- 1) Rate is subject to change bi-annually. Collection of the correct tax is the sole responsibility of the vendor. See Publication [DR 1002](#) to verify current rate.  
(a) Assessed on all tangible personal property sold within Town limits .....4%  
(b) Vendor fee retained for sales tax collection.....3.33%  
2) Lodging Tax .....\$4.00/night

### Section 3: Town Clerk's Office

**A) Business License ([§6-1-100](#))**

- 1) Standard .....\$30.00  
2) Home Based.....\$15.00  
(a) Additional licensures may be required by the County and State. Please inquire to ensure compliance.

**B) Commissary Kitchen License .....\$250.00/year**

**C) Liquor License ([§6-2-10](#))**

- 1) Beer and Wine  
(a) New .....\$1,000.00  
(b) Transfer .....\$798.75  
(c) Renewal.....\$148.75  
2) H&R  
(a) New .....\$1,000.00  
(b) Transfer .....\$825.00  
(c) Renewal.....\$175.00  
3) Tavern  
(a) New .....\$1,000.00  
(b) Transfer .....\$825.00  
(c) Renewal.....\$175.00  
4) Liquor Store  
(a) New .....\$1,000.00  
(b) Transfer .....\$772.50  
(c) Renewal.....\$122.50  
5) Arts  
(a) New .....\$308.75  
(b) Renewal.....\$41.25  
6) Drug Store  
(a) New .....\$1,000.00  
(b) Transfer .....\$772.50



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(c) Renewal.....	\$122.50
7) Racetrack	
(a) New .....	\$1,000.00
(b) Transfer .....	\$825.00
(c) Renewal.....	\$175.00
8) Club	
(a) New .....	\$1,000.00
(b) Transfer .....	\$753.75
(c) Renewal.....	\$103.75
9) 3.2 Beer Off Premise	
(a) New .....	\$1,000.00
(b) Transfer .....	\$753.75
(c) Renewal.....	\$103.75
10) 3.2 Beer On/Off Premise	
(a) New .....	\$1,000.00
(b) Transfer .....	\$753.75
(c) Renewal.....	\$103.75
11) Brew Pub	
(a) New .....	\$1,000.00
(b) Transfer .....	\$825.00
(c) Renewal.....	\$175.00
12) Optional Premises	
(a) New .....	\$1,000.00
(b) Transfer .....	\$825.00
(c) Renewal.....	\$175.00
13) Mini Bar with H&R	
(a) New .....	\$1,200.00
(b) Transfer .....	\$1,075.00
(c) Renewal.....	\$425.00
14) Bed and Breakfast	
(a) New .....	\$1,000.00
(b) Transfer .....	\$775.00
15) Renewal .....	\$125.00
16) Art Gallery	
(a) New .....	\$100.00
(b) Renewal.....	\$71.25
17) Tastings Permit	
(a) New .....	\$150.00
(b) Renewal.....	\$50.00
18) Change of Location .....	\$750.00
19) Manager's Registration .....	\$75.00



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20) Corporate/LLC Changes .....	\$100.00
21) Temporary Permit.....	\$100.00
22) Late Renewal .....	\$500.00
23) Special Event Liquor.....	\$100.00/event
24) Special Event Beer .....	\$100.00/event

**D) Special Use Permits**

1) Permit .....	\$50.00-\$200.00
2) Deposit .....	\$100.00-\$1,000.00
3) Food Vendor .....	\$50.00/year
4) Tasting New.....	\$150.00
5) Tasting Renewal.....	\$50.00/year

## Section 4: Municipal Court

**A) Court ([§2-7-170](#))**

1) Cost.....	\$35.00
2) Jury Trial	
(a) Advanced Deposit.....	\$25.00
(b) Upon Conviction .....	\$75.00
3) OJW .....	\$0.00
4) Bench Warrant .....	\$75.00
5) Default Judgment .....	\$30.00
6) Deferred Judgment .....	\$75.00
7) Stay of Execution .....	\$25.00
8) Community Service Fee .....	\$25.00
9) Failure to Appear.....	\$25.00

**B) Contempt of Court ([§2-7-120](#)).....**

**C) Penalties and Violations ([§1-4-20](#)) .....**

1) Failure to pay .....	\$25.00/violation
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**D) Transcript ([§1-4-20](#))**

1) Deposit .....	\$100.00
2) Transcription.....	at Cost

## Section 5: Community Development

**A) Permits**

1) Right of Way ( <a href="#">§11-4-10</a> ).....	\$75.00
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- 
- (a) Curb Cut.....\$75.00/per
  - (b) Right of Way Multi Location.....\$75.00/1<sup>st</sup>  
Location
    - (1) Additional Location .....\$25.00/per
  - 2) Building Permit ([§18-1-20](#)).....Based on Valuation
    - (a) \$1.00-\$500.00 .....\$23.50
    - (b) \$501.00-\$2,000.00 .....\$3.05
      - (1) Additional per \$100.00 of valuation
    - (c) \$2,001.00-\$25,000.00 .....\$14.00
      - (1) Additional per \$1,000.00 of valuation
    - (d) \$25,001.00-\$50,000.00 .....\$10.10
      - (1) Additional per \$1,000.00 of valuation
    - (e) \$50,001.00-\$100,000.00 .....\$7.00
      - (1) Additional per \$1,000.00 of valuation
    - (f) \$100,001.00-\$500,000.00.....\$5.60
      - (1) Additional per \$1,000.00 of valuation
    - (g) \$500,001.00-\$1,000,000.00.....\$4.75
      - (1) Additional per \$1,000.00 of valuation
    - (h) \$1,000,001.00-up .....\$3.15
      - (1) Additional per \$1,000.00 of valuation
  - 3) Plan Review Fees
    - (a) Administrative Fee.....65% of Permit  
Fee
      - (1) This fee is assessed on both complete and incomplete plans
    - (b) Residential Stock Model Plans .....\$100.00
      - (1) Any changes to Stock Plan will be treated as a new plan and therefore be subject to all fees.
    - (c) Solar Panel Plans
      - (1) Residential.....\$100.00
      - (2) Commercial .....\$200.00
  - 4) Electrical Permits [Set by State](#)
    - (a) Plumbing Permit .....See Building  
Permit
    - (b) Mechanical Permit .....See Building  
Permit
  - 5) Grading Permit.....\$75.00+Cost
  - 6) New Infrastructure Permit.....\$1,000.00+Cost
  - 7) Fence Permit.....\$75.00
  - 8) Landscaping Permit .....\$10.00
  - 9) Working without Permit .....\$100.00 Solar Panel  
Permit



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(a) Residential.....	\$100.00
(b) Commercial .....	\$200.00
10) Sign Permit .....	Valuation/\$75.00
Min	
11) Banners.....	\$25.00/quarter
12) Demolition Permit.....	\$50.00
13) Mobile Home Permit .....	\$250.00
14) Moving Mobile Home Permit .....	\$50.00
15) Construction/Sales Trailer Permit.....	\$100.00
16) RV Parking Permit	
(a) 7 day permit .....	\$75.00
(b) 2 day permit.....	\$25.00
17) Investigation Fee/Working Without a Permit ( <a href="#">§18-1-20</a> )	
(a) Percentage of Building Fee .....	100%

#### **B) Contractor Licensing**

1) Class A .....	\$75.00
2) Class B.....	\$50.00
3) Class C.....	\$25.00
4) Class D .....	\$25.00
5) ROW .....	\$25.00
6) Plumber Registration .....	\$75.00
7) Electrician Registration .....	No FeeImpact
<b>Fees</b>	
8) Public Facilities Impact Fee	
\$2,808.00/(SFE)**	
9) Storm Drainage Impact Fee .....	\$566.00/(SFE)**
10) Transportation Facilities Impact Fee .....	\$796.00/(SFE)**

#### **C) Land Development Fees (Cost Agreement\*plus 20% Administrative Fee)**

### **Section 6: Animal Control**

#### **A) Animal Licenses ([§7-7-70](#))**

1) Spayed or Neutered Animal .....	\$10.00/year-
\$27.00/3 year	
(a) Senior (Over 65 years of age) .....	\$5.00/year-
\$13.00/3 year	
(b) Veterans .....	\$5.00/year-
\$13.00/3 year	





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- 2) Unaltered Animal .....\$25.00/year-\$70.00/3 year
- 3) Guard Dog License .....\$25.00/year
- 4) Duplicate tag.....\$5.00/each
- 5) Poultry License
  - (a) New .....\$50.00/year
  - (b) Renewal.....\$25.00/year
- 6) Bee Permit .....\$25.00/year

**B) Violations ([§1-4-20](#))**

- 1) Failure to License .....\$50.00
- 2) Guard Dog Violation
  - (a) 1<sup>st</sup> Offense.....\$300.00
  - (b) 2<sup>nd</sup> and Subsequent Offense(s).....\$600.00
- 3) Aggressive Animal
  - (a) 1<sup>st</sup> Offense.....\$200.00
  - (b) 2<sup>nd</sup> and Subsequent Offense(s).....\$400.00
- 4) Vicious Animal
  - (a) 1<sup>st</sup> Offense.....\$300.00
- 5) 2<sup>nd</sup> and Subsequent Offense(s).....\$600.00Barking Dog
  - (a) 1<sup>st</sup> Offense.....\$150.00
  - (b) 2<sup>nd</sup> and Subsequent Offense(s).....\$250.00
- 6) Animal at Large
  - (a) 1<sup>st</sup> Offense.....\$100.00
  - (b) 2<sup>nd</sup> Offense.....\$150.00
  - (c) 3<sup>rd</sup> Offense.....\$300.00

(1) Each fine excludes the cost of restitution.

**C) Impound Fees ([§7-7-60](#))**

- 1) Dog/Other
  - (a) 1<sup>st</sup> Day .....\$45.00
  - (b) Additional Board .....\$5.00/day
- 2) Cat
  - (a) 1<sup>st</sup> Day .....\$35.00
  - (b) Additional Board .....\$5.00/day

**D) Adoption Fees ([§7-7-60](#))**

- 1) Dog/Other.....\$50.00
- 2) Cat .....\$40.00

**E) Cat Trap**

- 1) Fee .....\$25.00



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2) Deposit .....\$25.00

## Section 7: Code Enforcement

- A) Vehicle Impoundment Hearing ([§8-3-50\(c\)](#)) .....\$50.00
- B) Snow Emergency Parking ([§1-4-20](#)) .....\$30.00-\$1,000.00
  - 1) Parking in snow route
- C) Debris ([§7-2-10](#)) .....\$100.00
- D) Dumping on Property ([§7-2-10](#)) .....\$100.00
- E) Accumulation Prohibited ([§7-3-10](#)) .....\$100.00
- F) Responsibility of Owner ([§7-3-30](#)) .....\$100.00
- G) Declaration of Nuisance ([§7-5-20](#)) .....\$50.00
- H) Duty to Cut ([§7-5-30](#)) .....\$50.00
- I) Parking ([§8-5-10](#)) .....\$50.00
- J) Snow & Ice Removal ([§11-1-20](#)) .....\$100.00
- K) Failure to Permit ([§1-4-20](#)) .....Up to \$2,650.00
- L) Property Maintenance Violation .....Up to \$2,650.00
- M) Abatement
  - 1) All Abatement except Obnoxious Weed .....At Cost
    - (a) Administrative .....10% of Cost
  - 2) Obnoxious Weed .....At Cost
    - (a) Administrative .....20% of Cost

## Section 8: Public Works

- A) Mount View Cemetery ([Resolution 398](#))
  - 1) Casket Plot
    - (a) Resident .....\$300.00
    - (b) Non-Resident .....\$1,000.00
  - 2) Cremation Plot
    - (a) Resident .....\$300.00
    - (b) Non-Resident .....\$1,000.00
  - 3) Opening/Closing
    - (a) Casket Plot
      - (1) Weekdays .....\$350.00
      - (2) Weekend/Holiday .....\$450.00
    - (b) Cremation Plot
      - (1) Weekdays .....\$100.00
      - (2) Holiday .....\$200.00



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**B) Water ([Resolution 391](#))**

1) Base Rate .....	\$32.80
2) Usage Rate	
(a) Tier 1	
(1) 0 to 4,000 gallons .....	\$0.00
(b) Tier 2	
(1) 4,001 to 8,000 gallons .....	\$4.00/1,000 gallons
(c) Tier 3	
(1) 8,001 to 16,000 gallons .....	\$6.00/1,000 gallons
(d) Tier 4	
(1) 16,001 and above .....	\$14.00/1,000 gallons
(e) Bulk Water .....	\$19.00/1,000 gallons
(f) Reuse Water .....	\$3.00/1,000 gallons
3) Shut-off .....	\$40.00
4) Water Turn on Fee .....	\$20.00
5) Late Payment ( <a href="#">§ 13-2-40</a> ) .....	5%
6) Bulk Water Meter Deposit .....	\$1,000
7) Account Activation Fee .....	\$25.00
8) New Build Meter/Reader .....	at Cost
9) Meter and Associated Equipment Damage	
(a) Repairs .....	at Cost
(b) Labor Employee Abatement .....	Rate/hr.
10) Lien Fees	
(a) Percentage of total past due .....	10%
(b) Administrative Fee .....	\$100.00
11) Outside Source Meter Testing	
(a) Meter is found faulty .....	\$0.00
(b) Working meters .....	\$30.00
12) Water Development Fees .....	\$24,451/(SFE)**
(a) Tap Inspection Fee .....	\$150.00
(b) Administrative Cost for Reimbursement ( <a href="#">§ 13-1-150</a> ) .....	\$100.00
13) Lateral Street Cut ( <a href="#">§ 11-3-30</a> )	
(a) Less than 60 ft. ....	\$350.00
(1) Additional .....	\$4.00/ft.
14) Utility Extension Permit Fee ( <a href="#">§ 11-3-40</a> )	
(a) Permit .....	\$350.00



welcome neighbors.

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(1) Excavation .....	\$4.00/ft.
15) New Infrastructure Permit.....	\$1,000.00+Cost
16) Inspection Fee ( <a href="#">§13-1-40</a> ).....	\$63.00
17) Tampering with Water Equipment	
(a) Repair .....	At Cost
(b) Fine .....	Up to \$1,000.00
18) Water Restriction Violation ( <a href="#">§13-3-440</a> )	
(a) 1 <sup>st</sup> Violation .....	\$100.00
(b) 2 <sup>nd</sup> Violation .....	\$250.00
(c) 3 <sup>rd</sup> Violation.....	\$500.00
(d) 4 <sup>th</sup> Violation and above .....	\$500.00
<b>C) Waste Water (<a href="#">§ 13-2-30</a>)</b>	
1) Base Rate .....	\$37.98
2) Usage Rate Per 1,000 gallons .....	\$7.50
(a) Based on average water use from November 15 <sup>th</sup> to February 15 <sup>th</sup>	
3) Late Payment ( <a href="#">§13-2-40</a> ) .....	5%
4) Waste Water Development Fees ( <a href="#">§13-1-20</a> ).....	\$5,722/(SFE)**
(a) Tap Inspection Fee ( <a href="#">§13-1-40</a> ).....	\$150.00
(b) Administrative Cost for Reimbursement ( <a href="#">§13-1-150</a> ).....	\$100.00
5) Lateral Street Cut ( <a href="#">§11-3-30</a> )	
(a) Less than 60 ft. ....	\$350.00
(1) Additional.....	\$4.00/ft.
6) Utility Extension Permit Fee ( <a href="#">§11-3-40</a> )	
(a) Permit Plus .....	\$350.00
(1) Excavation.....	\$4.00/ft.
7) New Infrastructure Permit.....	\$1,000.00+Cost
8) Inspection Fee ( <a href="#">§13-1-40</a> ).....	\$63.00

\* Development Plans are subject to cost agreements. Cost agreements are based on the cost for the Town to obtain the services of various consultants necessary to development plan.

\*\*Single Family Equivalent or SFE a numerical value assigned to a specific property based upon the demand placed on the infrastructure of the Town by an average single-family residential unit in accordance with the schedule and SFE calculator adopted pursuant to Chapter 13 of this Code.

**RESOLUTION NO. 868-21**

**A RESOLUTION APPROVING AMENDMENTS TO THE PUBLIC RECORDS POLICY  
AND PROCEDURE FOR THE TOWN OF BENNETT**

**WHEREAS**, C.R.S. Section 24-72-203(1)(a) provides that the official custodian of any public records may make such rules with reference to the inspection of such records as are reasonably necessary and may furnish copies of such inspected records for a reasonable fee to be set by the official custodian; and

**WHEREAS**, by Resolution No. 351, adopted August 28, 2007, the Board of Trustees of the Town of Bennett established a policy providing rules for the inspection of public records and set forth a schedule of fees, including a \$15 per hour research and retrieval fee; and

**WHEREAS**, since the adoption of Resolution No. 351, the Colorado Open Records Act (CORA) has been amended to increase the maximum amount that a custodian may assess for a research and retrieval fee to \$33.58 per hour with the first hour being free; and

**WHEREAS**, the Town Clerk, as the custodian, has prepared amendments to the Public Records Policy and Procedure for the Town that increases the amount of research and retrieval fee in accordance with CORA; and

**WHEREAS**, the Board of Trustees of the Town of Bennett desires to adopt amendments to the Public Records and Procedure and Municipal Records Fees for the Town in the form attached hereto.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO, AS FOLLOWS:**

**Section 1.** The Town of Bennett Public Records Policy and Procedure, attached hereto as Exhibit A, is adopted in full. Further, the Town's Directory of Fees and Charges shall be amended to include the updated fees for public records requests.

**INTRODUCED, READ, AND ADOPTED THIS 13 DAY OF APRIL, 2021.**

TOWN OF BENNETT

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Royce D. Pindell, Mayor

ATTEST:

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Christina Hart, Town Clerk

## **EXHIBIT A**

### **Town of Bennett Public Records Policy and Procedure**



*welcome neighbors.*

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## **Town of Bennett Public Records Policy and Procedure**

Pursuant to C.R.S. Sections 24-72-203(1)(a) and 24-72-205, as amended, of the Colorado Open Records Act, C.R.S. § 24-72-101 et. seq. ("Act"), it is the policy of the Town of Bennett that public records shall be open for inspection at reasonable times, except as provided by the Act or other law. Pursuant to the Act, the following sets forth Town rules, regulations and policies that are reasonably necessary for the protection of public records, for the prevention of unnecessary interference with the regular discharge of the duties of the custodian, and for enabling timely access to public records that are subject to disclosure under the Act.

The Town Clerk is the official custodian of all public records and will process all requests for public records pursuant to the Act.

A Public Records Request form must be filed with the Town Clerk to initiate a request for public records. Upon receipt of the request form and if required by this policy, a cost deposit, the Town Clerk will research and compile records from various Town departments in response to the request for public records. When the requested documents are compiled, the Town Clerk will notify the applicant of the completion of the request, the availability of the records for inspection, the cost of service including copying charges for any requested copies and research or other fees. Records subject to nondisclosure by law or under the Act will be withheld from inspection.

The Town has three working days to process open records requests and in extenuating circumstances, up to seven working days to respond to requests.

The fees set forth below are subject to change without notice. Fees are to be paid at the time documents are made available for copying or inspection, except that the Town Clerk will require an advance deposit of copying costs for copying estimated to cost in excess of \$10.00 and research fees for research estimated to be in excess of one hour, prior to fulfilling the request. The Town Clerk will return any amount of the deposit which is in excess of the actual charge, and shall collect any amount by which the actual charge exceeds the amount deposited. No records will be made available for inspection or copies released until all amounts due have been paid.

Fees associated with the open records request will be calculated in accordance with the following schedule:



### Schedule of Fees

In accordance with the standard requirements of the Act, there are hereby established reasonable and standardized fees for producing copies of public records, as follows:

<b>Research and Retrieval Fee</b> <b>C.R.S 24-2-205(6)</b>	
First Hour Free	\$33.58/per hour in excess of one hour

<b>Photo Copy Fees</b>	
8-1/2 x 11	\$ .25 /per page
8-1/2 x 14	\$ .40 /per page
11 x 17	\$ .50 /per page
18 x 24	\$ 3.50 /per page
24 x 36	\$ 5.00 /per page
36 x 58	\$10.00 /per page
Large Scanning	\$ 3.00/per page

<b>Public Notary</b>	
Notary Fee	\$ 5.00 /per document
(a)	Exemption for Town business purposes

<b>Miscellaneous Fees</b>	
Postage/Mailing Fees	Actual cost applicable on mail requests
Photographs	Actual cost of copies
Video Tape	Not available
Audio Tape	\$15.00 /per tape

### Suggested Motion

I move to approve Resolution No. 868-21 – A resolution approving amendments to the public records policy and procedure for the Town of Bennett.

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Robin Price, Public Works Director  
DATE: April 13, 2021  
SUBJECT: RFP 21-002 Community Center Parking Lot and Palmer Patching- Contract Approval

## Background

The Community Center is a major hub of our community. The large banquet space is used for a wide range of needs, from private event rentals to community events such as Business Appreciation, Covid-19 Testing and Vaccinations, State of the Town, and Breakfast with Santa. It is also significantly used by local organizations such as Boy Scouts, Young at Heart Seniors, Lions Club, Prairie Star Square Dancers, Bennett Community Food Bank and Adams County Services. With this extensive amount of use, the Community Center parking lot has deteriorated and needs replaced.

Palmer Avenue is another area of the Town that receives a high amount of traffic use and is identified through CAIMP and budget as a priority project for 2021. This roadway is our second highest heavy truck route for Converse and Colfax Avenue's access and is the primary connector to our community's largest park. The stretch of Palmer that will be included in the scope of work runs directly south of Trupp Park, west of First Avenue this includes 6,770 square feet.

## Summary of RFP Bids

The Town solicited bids from contractors in the request for proposal 21-002 on April 5, 2021. The response was successful and resulted in three bidding contractors. A summary of the submitted proposals are as follows:

Contractor	Pricing
KTK GC LTD	\$189,580.00
Elite Surface Infrastructure	\$193,950.00
The Perfect Patch Asphalt Company	\$230,219.30

Of these three firms, the Town has worked with one of them and is familiar with the other two. Most recent work experience: Elite Surface Infrastructure on the Muegge Way Widening Project.

I, Robin Price (Public Works Director), Oscar Ruvalcaba (Assistant Director of Public Works), and Dan Giroux (Town Engineer), investigated all of the proposals. Through contractor interviews, bid and scope verification, evaluations, and team discussions, staff resolved to compare the proposals adequately.

Below is the summary of bid evaluations:

- The Perfect Patch Asphalt Company miscalculated their total bid on the pricing sheet, therefore, disqualifying their bid.
- KTK GC LTD did not include the full depth reclamation of the parking lot as requested, therefore, disqualifying their bid.
- Elite Surface Infrastructure (ESI) included all of the correct scope and complete pricing.

Additionally, staff identified the line item for Concrete Light Pole Base in ESI's bid was high compared to the other two bidders. ESI's confirmed that this bid was high, as they are subbing service out. They were comfortable amending and removing that specific line item from the overall bid, with a revised total project cost of \$163,850.

## Staff Recommendation

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After a thorough evaluation of all bids, the Town staff recommends Board approval of contract award to Elite Surface Infrastructure in an amount not to exceed the amended and reaffirmed project cost of \$163,850 for the completion of the Community Center Parking Lot and Palmer Patching.

This project is budgeted and will be funded via the following sources;

- \$113,650 from the Adams County Open Space Grant
- \$50,200 from the Sales Tax Capital Improvement Fund

## Attachments

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1. RFP 21-002
2. RFP 21-002 Addendum 1 Schedule Update
3. RFP 21-002 Addendum 2 Request for Information (RFI) Responses
4. Site Plan
5. KTK GC LTD Proposal
6. Elite Surface Infrastructure Proposal
7. The Perfect Patching Asphalt Company Proposal
8. Elite Surface Infrastructure Correspondence of Amended and Reaffirmed Bid
9. Elite Surface Infrastructure Correspondence Revised Bid

# REQUEST FOR PROPOSALS

## Cover Sheet



welcome neighbors.

**Date of RFP Issuance:**

**Project Number:**

21-002

**RFP Title:**

**Community Center Parking Lot and Palmer Patching**

**Proposals Due:**

March 31, 2021, 4:00 p.m., Local Time

**Submit Proposals to:**

**Rprice@bennett.co.us**

Town Hall 207 MueggeWay, Bennett, CO80102-7806

**For Additional Information Please Contact:**

Robin Price Public Works Director

(303) 644-3249 Ext. 1013

Email: **rprice@bennett.co.us**

**Documents Included in This Package:**

RFP Cover Sheet

Project Background and Specifications

RFP Instructions

Terms and Conditions

Special Terms and Conditions

Pricing Form

Submission Form

Substitute Form W-9

Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

### PRINT OR TYPE YOUR INFORMATION

Name of Company: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

## PROJECT BACKGROUND AND SPECIFICATIONS

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### I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to **Community Center Parking Lot and Palmer Patching**("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Proposals ("RFP").

### II PROJECT DESCRIPTION

The Community Center is located at 1100 East Colfax Ave in Bennett. The Bennett Community Center is a major hub of our community. Not only is it used for private events and community events such as State of the Town, Business Appreciation, Covid Testing, Breakfast with Santa it also used for the local Boy Scouts and Cub Scouts, the Young at Heart Seniors, the Lions Club, the Prairie Star Square Dancers, ATA Family Martial Arts, the Bennett Community Food Bank and Adams County Services. With the extensive amount of use the Community Center parking lot has deteriorated and needs replaced.

Palmer Ave patching is another area of the Town that also receives a high amount of traffic use. The stretch of Palmer that will be included in the bid runs directly South of Trupp Park. The area that we will include for patching runs west of 1<sup>st</sup> Avenue and is our second highest heavy truck route for access to Converse and Colfax Ave.

### III SCOPE OF WORK

Community Center Parking Lot: 1100 E Colfax Ave

Asphalt Replacement: In-place Full-Depth Reclamation (FDR) to 12-inch depth, excavate to a depth of 4" in entire parking lot, parking lot demo materials will be turned into recycled asphalt/base/sub-base mixed millings by contractor and transported to our stock pile on 4<sup>th</sup> Ave and Truman, replace with 4" of Compacted Full Depth Asphalt.

Light Pole Bases- 30 Inch Dia X 8 foot depth, reinforced, per detail.

Striping: Restripe designated lot with traffic paint utilizing new layout that will be provided by the Town.

Third Party testing to be scheduled by contractor, cost will be paid by Town of Bennett.

Traffic Control will be provided by Town of Bennett.

Contractor is responsible for proper drainage and grading to existing drainage points.

Palmer Ave: Bid includes removal and patching highlighted areas on map. Project will need to be done in two lifts. Subgrade prep needed.

Detailed Plans are included to bid on the two projects. The plans are dated 3/18/21 by Terramax Design Project no 728. Plans include Community Center Parking Lot Site Plan page 1, Palmer Avenue Site Plan page 2, General Notes and Details page 3, and Details Roadway Lighting page 4.

#### **IV PROJECT SCHEDULE**

Anticipated milestones for the Project are as follows:

March 19, 2021	Issue Request for Proposal
April 5, 2021	Proposal Submittal Deadline
April 6, 2021	Bid Opening
April 15, 2021	Award Contract
May 15, 2021	Begin Work
May 31, 2021	Commence Work



## RFP INSTRUCTIONS

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### I QUESTIONS ABOUT RFP

All technical inquiries regarding this RFP shall be made in writing to **Rprice@bennett.co.us** no later than five (5) days before Proposals are due.

### II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town's website as soon as available and shall be the responsibility of the Proposer to obtain all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an addendum will be issued announcing the new date.

### III CONTENTS OF PROPOSAL

The Proposal shall contain, at a minimum, the following information:

1. Statements of Qualifications including:
  - i. General firm information including length of time in business
  - ii. Resumes of key project personnel and percent of team that is local
  - iii. Location of key project personnel and availability
2. Proposed Project team including Project Manager and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.
3. Approach to completing the Project, including addressing the elements of the Scope of Services contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the Proposer.
4. Project descriptions and references from at least three projects with similar size, type, and scope. These projects should demonstrate the experience of the project team and should have been completed during the past five years. The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.
5. Proposed schedule to complete the Project.
6. Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.
7. Signed copy of the cover page of this RFP (page 1 of this RFP)
8. Completed Pricing Form (form attached)

9. Completed Submission Form (form attached)
10. Completed Sample W-9 (form attached)
11. List any requested deviations from the attached Sample Agreement

#### **IV INSTRUCTIONS FOR SUBMITTING PROPOSAL**

One (1) copy of the Proposal shall be submitted via email, hand-delivery or mail to:

Town of Bennett  
Attn: **Robin Price**  
Town Hall  
207 Muegge Way  
Bennett, CO 80102-7806  
Email: Rprice@bennett.co.us

Hand-delivered or mailed Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP.

For emailed Proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of [insert file size] MB capacity. It is the sole responsibility of the Proposer to ensure their Proposal is received before the Proposal deadline. The Town does not accept responsibility under any circumstance for delayed or failed email or mail submittals.**

Proposals received after the Proposal deadline shall be considered non-responsive.

#### **V MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS.**

Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the Proposal deadline.

Proposals may be withdrawn prior to Proposal deadline. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the Proposal deadline for a period of ninety (90) calendar days. If a Proposal is withdrawn during this ninety-day period, the Town may, at its option, choose not to accept any Proposal from the Proposer for a six-month period following the withdrawal.

#### **VI EVALUATION CRITERIA**

Proposals shall be reviewed and evaluated by Town staff and/or consultants who may request additional information from Proposers or request interviews with one of more Proposers. Final evaluation and selection may be based on, but not limited to any of the following:

1. Qualifications of the Proposer
2. Reference checks
3. Total cost or proposed pricing
4. Ability of the Proposer to provide quality and timely services and products

## **VII      ANTICIPATED SCHEDULE**

The following activities and dates are just a tentative outline of the process to be used by the Town.

March 18, 2021	Issue Request for Proposal
March 31, 2021	Proposal Submittal Deadline
April 1, 2021	Bid Opening
April 14, 2021	Award Notification
April 15, 2021	Award Contract

## TERMS AND CONDITIONS

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1. **Responses to RFP.** All Proposals shall become the property of the Town upon receipt and will not be returned to the Proposer. Selection or rejection will not affect this right. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total Proposal will be considered confidential/proprietary.
2. **Rejection Rights.** The Town reserves the right to reject all Proposals and re-solicit if deemed by the Town to be in its best interests, and to abandon the Project and this RFP at any time for any or no reason. The Town is not obligated to accept the lowest cost proposed, is not obligated to accept any Proposal, and will make its determination based on the best interests of the Town.
3. **Other Conditions; Reservation of Rights.** This is a solicitation and not an offer to contract. The provisions in this RFP and any procurement or purchasing policies or procedures of the Town are solely for the fiscal responsibility of the Town and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. The Town reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP schedule; to require clarification or further information with respect to any response or Proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any Proposer.
4. **Proposer's Responsibilities.** Proposer shall make all investigations necessary to thoroughly inform themselves regarding the Project and are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so is at the risk of the Proposer.
5. **Costs of Response Preparation and Other Charges.** Proposers are solely responsible for all costs of preparing their proposals and participation in this RFP, and the Town assumes no responsibility for payment of any expenses incurred by a Proposer as part of this process. For the selected firm, no reimbursement will be made by the Town for any costs incurred prior to full execution of a contract and issuance of written notice by the Town to commence Project services.
6. **Agreement Required.** A written agreement will be required between the Town and the selected Proposer, which agreement will be in the form and substance required by the Town. A sample agreement is included with this RFP, but the Town reserves the right to modify the terms and conditions thereof. The agreement shall include insurance requirements for both general liability and errors and omissions.
7. **Taxes.** Proposers shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be

made available to the selected contractor.

8. **Pricing.** Proposers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
9. **No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
10. **Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
11. **Equal Opportunity.** The Town intends and expects that the contracting processes of the Town and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract.

## SPECIAL TERMS AND CONDITIONS

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**COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED:** Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

**QUALIFICATIONS OF CONTRACTOR:** The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1<sup>st</sup> of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

**MATERIAL PRICED INCORRECTLY:** As part of any award resulting from this process, Proposer(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Proposer (s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**JOINT VENTURES ARE ENCOURAGED.** The Proposer shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

## PRICING FORM

### I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			In-place Full-Depth Reclamation (FDR) to 12-inch minimum depth		
	4,060 SY		Removal of Asphalt Mat Paving Depth (4" minimum)		\$0.00
2	4,060 SY		Millings disposal – all load, haul and dump at Town materials yard, 4 <sup>th</sup> and Truman, at stockpile locations specified by the Town		\$0.00
3	902 ton		4" Full Depth Asphalt Parking Lot Paving		\$0.00
4	4,060 SY		Subgrade prep - Scarify, Recompect and Fine Grade		\$0.00
5	6,770 SF		Removal and replacement of asphalt patching as marked by the town on Palmer with a minimum of 6" depth. Price includes subgrade work and 2 lifts.		\$0.00
6	7	EACH	Light pole foundation base		\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
Total					\$0.00

Not to Exceed Total:



## SUBMISSION FORM

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**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
ATTN: Purchasing  
207 Muegge Way  
Bennett, CO 80102

Attn: Person in Charge  
Title  
RFP:

Does your proposal comply with all the terms and conditions? If no, indicate exceptions YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions YES / NO

State percentage of prompt payment discount, if offered \_\_\_\_\_ %

State total bid price (include all items bid) \_\_\_\_\_

State total bid price with discount \_\_\_\_\_

**The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.**

**SUBSTITUTE FORM W-9**  
**REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER AND CERTIFICATION**  
(A copy of the W-9 instructions is available upon request)

Vendor# \_\_\_\_\_

**1 NAME OF FIRM:**

\_\_\_\_\_  
NAME (Legal Name)

\_\_\_\_\_  
BUSINESS NAME (If different from above e.g. DBA)

**2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED**  
(if different from above):

\_\_\_\_\_  
NAME (As it appears on invoice)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**  
(If more than one remit to address, please attach on additional page.)

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax	(303) 644-4125
By mail	Town of Bennett
	ATTN: Danette Ruvalcaba
	207 Muegge Way
	Bennett, CO 80102

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

Social Security Number \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
OR  
Federal Identification Number \_\_\_\_\_-\_\_\_\_\_

Name of Business Owner (please print) \_\_\_\_\_

Check Appropriate Box:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Government	
<input type="checkbox"/> Individual/Sole Prop	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/>	Other

\_\_\_\_\_

(Must explain)

**CERTIFICATION**

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Tax Identification Number, and
- (2) I am not subject to backup withholding.
- (3) I am a US person (including a US resident alien)

Signature\_\_\_\_\_

Date\_\_\_\_\_

Print Name\_\_\_\_\_

Telephone Number (     )

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT  
UNTIL YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

**FOR OFFICE USE ONLY:**

Individual/Sole Proprietorships: For Corporation:

<input type="checkbox"/> Merchandise Only	<input type="checkbox"/> Services	<input type="checkbox"/> Attorney
<input type="checkbox"/> Employee expense reimbursement	<input type="checkbox"/> Contract Labor	<input type="checkbox"/> Non Attorney
<input type="checkbox"/> Garnishment / Child Support	<input type="checkbox"/> Other (Explain)	
<input type="checkbox"/> Damage awards & other reimb	<input type="checkbox"/> Sale of Land	

Approved:

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

## SAMPLE AGREEMENT

---

### INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF BENNETT AND \_\_\_\_\_

#### 1.0 PARTIES

The parties to this Agreement are the **Town of Bennett**, a Colorado municipal corporation, hereinafter referred to as the “Town,” and \_\_\_\_\_[**contractor name**]\_\_\_\_, a Colorado \_\_\_\_\_[contractor business entity]\_\_\_\_, hereinafter referred to as the “Contractor.”

#### 2.0 RECITALS AND PURPOSE

- a) The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).
- b) The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

#### 3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

#### 4.0 COMPENSATION

- a) The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are pre-approved by the Town Administrator. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- b) The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days

may be assessed an interest charge of one and one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

## **5.0 PROJECT REPRESENTATION**

- a) The Town designates \_\_\_\_\_[staff member]\_, \_\_\_\_\_[staff title]\_, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- b) The Contractor designates \_\_\_\_\_[Contractor's project manager's name]\_ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

The term of this Agreement shall be \_\_\_\_\_[start date]\_, 20\_\_ to \_\_\_\_\_[end date]\_, unless the Agreement is sooner terminated pursuant to Section 13, below. The Contractor's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Bennett Board of Trustees, in its sole discretion.

## **7.0 INSURANCE**

- a) The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Bennett, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Bennett, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property

damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Bennett under this contract.

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of ONEMILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interest's provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys'

fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

## **9.0 QUALITY OF WORK**

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

## **10.0 INDEPENDENT CONTRACTOR**

The parties agree that the Contractor is an independent contractor and not an employee of the Town and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Contractor shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

**AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.**

## **11.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

## **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

## **13.0 TERMINATION**

- a) 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.



- b) In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

#### **14.0 INSPECTION AND AUDIT**

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **15.0 DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

#### **16.0 ENFORCEMENT**

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Adams County in connection with any dispute arising out of or in any matter connected with this Agreement.

#### **17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED**

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "Town of Bennett Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor's execution of this Agreement.

#### **18.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

#### **19.0 NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested,

by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Bennett  
Attn: Town Administrator  
207 Muegge Way  
Bennett, CO 80102  
Telephone: (303) 644-3249  
Fax: (303) 644-4125

If to the Contractor:

\_\_[Contractor name]\_\_\_\_\_  
\_\_[Contact person]\_\_\_\_\_  
\_\_[address]\_\_\_\_\_  
\_\_[city, state, zip]\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF BENNETT  
A Colorado Municipal Corporation

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

Attest: \_\_\_\_\_  
Town Clerk

CONTRACTOR:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### **Exhibit A – Scope of Services and Price Information**

[See Following Page(s)]

**Exhibit B**

**Town of Bennett Public Services Contract Addendum  
Prohibition Against Employing Illegal Aliens**

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien: and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification  
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: \_\_\_\_\_  
(Prospective Contractor)

To: Town of Bennett

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Prospective Contractor \_\_\_\_\_

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

Title: \_\_\_\_\_

State of Colorado

#### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.

COUNTY OF \_\_\_\_\_)

The foregoing Certification was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Name] \_\_\_\_\_, for [Company Name] \_\_\_\_\_.

Witness my hand and official seal.

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

(SEAL)

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



# Town of Bennett

207 MUEGGE WAY  
BENNETT, COLORADO  
80102-7806  
(303) 644-3249  
(303) 644-4125 – FAX

## REQUEST FOR PROPOSALS

### ADDENDUM #1

Date: March 23, 2021

Proposal Number: RFP 21-002

Proposal Title:

For Additional Information Please Contact: Robin Price, Public Works Director  
(303) 644-3249 ext 1013  
[rprice@bennett.co.us](mailto:rprice@bennett.co.us)

Documents Included in Addendum #1: None / This Page Only – see below information

This Addendum supersedes previously issued "Request for Proposal" (RFP) Documents by adding to, deleting from and/or modifying them as set forth herein. To the extent any such addition, deletion or modification result in any conflict or inconsistency between the previously issued RFP Documents and this Addendum, this Addendum shall take precedence.

Request for Proposals, various sections are modified as follows:

#### IV PROJECT SCHEDULE

Anticipated milestones for the Project are as follows:

March 18, 2021	Issue Request for Proposal
<del>March 31, 2021</del> April 5, 2021	Proposal Submittal Deadline
<del>April 1, 2021</del> April 6, 2021	Bid Opening
April 14, 2021	Award Notification
April 15, 2021	Award Contract
May 15, 2021	Begin Work
May 31, 2021	Commence Work



# Town of Bennett

207 MUEGGE WAY  
BENNETT, COLORADO  
80102-7806  
(303) 644-3249  
(303) 644-4125 – FAX

## REQUEST FOR PROPOSALS

### ADDENDUM #2

Date: March 26, 2021

Proposal Number: RFP 21-002

Proposal Title:

For Additional Information Please Contact: Robin Price, Public Works Director  
(303) 644-3249 ext 1013  
[rprice@bennett.co.us](mailto:rprice@bennett.co.us)

Documents Included in Addendum #2: None / This Page Only – see below information

This Addendum supersedes previously issued "Request for Proposal" (RFP) Documents by adding to, deleting from and/or modifying them as set forth herein. To the extent any such addition, deletion or modification result in any conflict or inconsistency between the previously issued RFP Documents and this Addendum, this Addendum shall take precedence.

Request for Proposals, various project information and instructions are modified as per the following:

1. *Can Proposals be provided via email-only?*
  - **Response: Yes, Proposals can be provided to the Town by email-only electronic files, HOWEVER, please note the electronic submittal must be, and can only be, formally provided to Robin Price, Public Works Director, [rprice@bennett.co.us](mailto:rprice@bennett.co.us) . Electronic submittals must be received before the Proposal deadline of 4 pm local time, Monday April 5, 2021 per Addendum without exception.**
2. *What will the new cutoff date be for questions and requests-for-information (RFI's) for the RFP?*
  - **Response: With the new Addendum proposal date of Monday April 5, 2021, the new date for cutoff of questions and RFI's will be Tuesday, March 30, 2021, to allow any final Addendum issues to be resolved and issued by no later than Thursday, April 1, 2021. All questions and RFI's should be submitted via email to Robin Price, Public Works Director at [rprice@bennett.co.us](mailto:rprice@bennett.co.us) to be formally accepted, considered and addressed via Addendum.**
3. *Can Proposals be provided early?*
  - **Response: With the Addendum 1 change of submittal date, the new Final Addendum date will be Thursday, April 1, 2021. Therefore, Proposals cannot be accepted before Friday, April 2, 2021.**
4. *Full-Depth Reclamation (FDR) – the plans call for 12-inches FDR, is that measured from top of existing pavement (ie, total depth), or bottom of pavement (subgrade depth only)?*
  - **Response: The depth of FDR is total depth, from top of pavement, and shall be modified to 16-inch total depth from top of pavement.**

2. *Palmer Avenue Quantities – the plans do not show the R&R pavement limits, are those marked and viewable?*
  - **Yes, the pavement patch remove & replace areas have all been painted on-site, in the field for viewing, along Palmer Avenue. This was a motivation for extending the proposal period, to allow more viewing time for Proposers.**
3. *CDOT pavement spec – will this be a CDOT project, or require a Form 43 for the pavement?*
  - **No, the Town requires a current CDOT-approved pavement mix design. This is not a CDOT project, and no Form 43 is required.**
4. *Palmer Avenue disposal v Community Center disposal – the plans call for excess FDR mix tailings to be taken to 4<sup>th</sup> & Truman, but the plans call for the Palmer Ave patch demo material to be disposed of NOT at 4<sup>th</sup> & Truman – is this correct?*
  - **Yes, the RFP instruction is correct as shown. FDR mix tailings have value and can be reused by the Town from the 4<sup>th</sup> & Truman yard. The R&R demo on Palmer will yield asphalt chunks that the Town cannot use, store or process, and therefore will require the Contractor to legally dispose of.**
5. *Is there any special subgrade prep required for the Palmer Avenue patch work?*
  - **No, anything beyond scarify and recompact subgrade prep should not be included. Any subex, overex, material replacement or special treatment would be subject to field directive and Change Order authorization or adjustment.**
6. *Bid Bond – the RFP does not show any Bid Bond required, is that correct?*
  - **Yes, the RFP instruction is correct as shown, there is no Bid Bond required.**

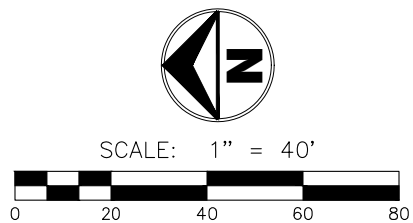


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- COMMUNITY CENTER PARKING LOT RECONSTRUCTION
- + 4,000 SY'S TOTAL AREA AS DELINEATED-
  - + FULL-DEPTH RECLAMATION (FDR) TO 12-INCH MINIMUM DEPTH PER CDOT SPEC SECTION 310,
  - + FINAL GRADING, AND SUBGRADE PREP,
  - + REMOVE EXCESS MATERIAL FOR MINIMUM 4-INCH GR S OR SX HMA APPROVED CDOT 2021 MIX.
  - + EXCESS MATERIAL TO BE LOADED, HAULED, AND DUMPED TO TOWN YARD AT 4TH & TRUMAN AT LOCATION DESIGNATED BY TOWN
  - + MAINTAIN APPROX EX DRAINAGE PATTERNS UNLESS ALTERNATE APPROVED BY TOWN
  - + PROVIDE CROWN AT MIN 2 TO 2.5 PCT CROSS-SLOPE FOR DRAINAGE UNLESS ALTERNATE APPROVED BY TOWN
  - + STRIPING TO MATCH PRE-PROJECT LAYOUT OR ALTERNATE PROVIDED BY TOWN

- GREENSHINE SOLAR LIGHT POLE BASES - SEE DETAIL SHEET 4 OF 4
- + MODIFIED CDOT STANDARD DETAIL
  - + CLASS B CONCRETE OR AS APPROVED BY TOWN
  - + ANCHOR BOLTS PROVIDED BY TOWN
  - + ANCHOR BOLT PATTERN PROVIDED BY TOWN
  - + FINAL LOCATIONS SET BY TOWN
  - + TOP OF BASE 4-INCHES ABOVE ADJACENT SOD, SURFACE, FG, OR AS DIRECTED BY TOWN
  - + 3/4-INCH CHAMFERED TOP EDGE
  - + TYPICAL OF 7 TOTAL
  - + FOUNDATION BASE WITH REINFORCING AND ANCHOR BOLTS ONLY - NO LIGHTS, NO SWEEPS REQUIRED



**TOWN OF BENNETT, COLORADO**

**COMMUNITY CENTER PARKING LOT**

**SITE PLAN**

Project No.	728
Date	18/MAR/21
By	LD
Scale	As Noted
Sheet	1

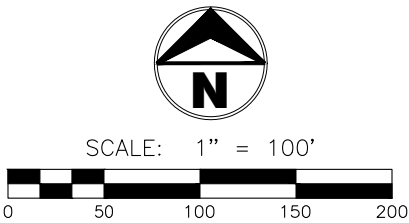
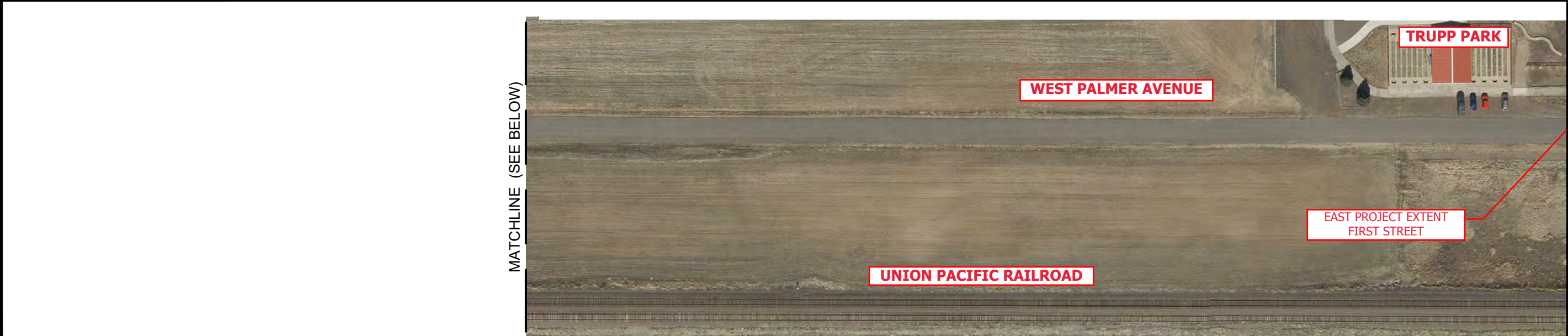
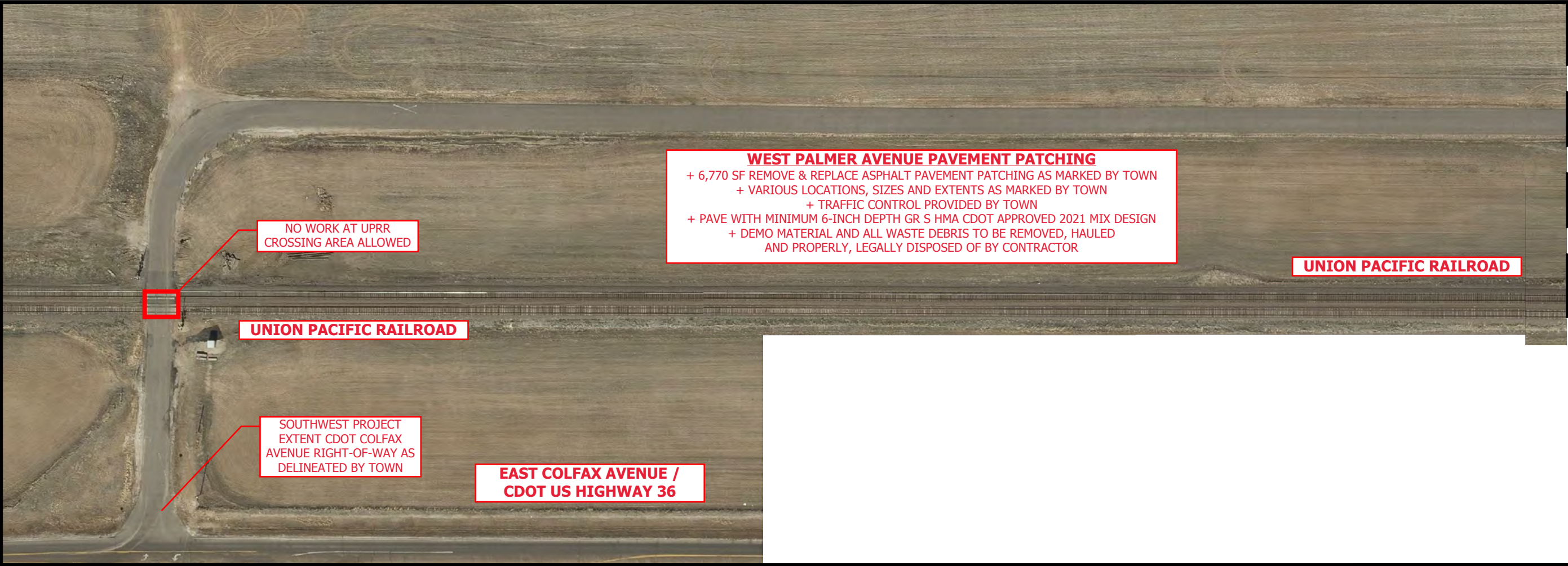
**TERRAMAX, INC.**

CONSULTING ♦ ENGINEERING

4220 GOLF VISTA DRIVE  
LOVELAND, COLORADO 80537  
DANGIROUX@TERRAMAX.US  
(303) 929-3194



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TERRAMAX, INC.

CONSULTING ♦ ENGINEERING

4220 GOLF VISTA DRIVE  
LOVELAND, COLORADO 80537  
DANGIROUX@TERRAMAX.US  
(303) 929-3194

TOWN OF BENNETT, COLORADO

PALMER AVENUE  
SITE PLAN

Project No. 728

Date 18/MAR/21

By LD

Scale As Noted

Sheet 2



Plot Date: 03/18/21 - 8:39pm, Plotted by: mtkid, Drawing Path: N:\TERRAMAX\Bennett\Community Center\Plan Set\Patch Set\Drawing Name:Notes and Details exhibit.dwg

GENERAL NOTES:

1. SPECIFICATIONS. THE PROJECT SPECIFICATIONS SHALL BE THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, LATEST REVISIONS, LATEST SPECIAL PROVISIONS, AND INCLUDING DIVISION 100, GENERAL PROVISIONS. THE STANDARD SPECIFICATIONS ARE AVAILABLE DIRECTLY FROM CDOT.
2. QUALITY ASSURANCE (QA) / QUALITY CONTROL (QC): FOR QA-QC PER THE SPECIFICATIONS, THE SELECTED CONTRACTOR IS REQUIRED TO PROVIDE QUALITY CONTROL FOR THE PROJECT, AND THE LOCAL AGENCY (TOWN OF BENNETT, PROJECT OWNER) IS REQUIRED TO PROVIDE QUALITY ASSURANCE.
3. RIGHT-OF-WAY LIMITS. PROJECT PROPERTY AND ROAD RIGHTS-OF-WAY AS SHOWN ON THESE PLANS ARE UNDER THE OWNERSHIP AND CONTROL OF THE TOWN OF BENNETT. EXISTING FENCE IS NOT TO BE DISTURBED BY THIS PROJECT WORK. ANY DISTURBANCE OR DAMAGE TO EXISTING FENCING ADJACENT TO THE PROJECT BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AT HIS SOLE EXPENSE. PROJECT WORK AND ACTIVITIES ARE NOT ALLOWED OUTSIDE KNOWN TOWN OF BENNETT PROPERTY OR RIGHT-OF-WAY CONTROLLED AREAS, AS SHOWN ON THESE PLANS.
4. CONSTRUCTION EASEMENT. THE TOWN OF BENNETT HAS NOT OBTAINED ADDITIONAL CONSTRUCTION EASEMENT FOR THIS PROJECT WORK, TEMPORARY OR PERMANENT. THE CONTRACTOR SHALL CONFINE ALL PROJECT WORK AND RELATED ACTIVITIES TO THE TOWN OF BENNETT PROPERTY AND RIGHT-OF-WAY UNLESS THE CONTRACTOR MAKES HIS OWN ARRANGEMENTS DIRECTLY WITH AFFECTED ADJACENT PROPERTY OWNERS. IN SUCH CASE, THE CONTRACTOR SHALL PROVIDE THE TOWN OF BENNETT WRITTEN, SIGNED COPIES OF ANY AGREED CONSTRUCTION AGREEMENT ARRANGEMENT.
5. CONTROL OF WORK AREA. THE PROJECT WORK AREA SHALL BE UNDER THE CONTRACTOR'S CONTROL FOR THE DURATION OF THE PROJECT THROUGH SUBSTANTIAL COMPLETION. DURING THAT TIME, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ACTIVITIES AND WORK WITHIN THIS AREA, INCLUDING CONSTRUCTION MEANS AND METHODS, ACCESS, SAFETY, SECURITY, SOIL DISTURBANCE, PROTECTION OF UTILITIES AND IMPROVEMENTS. THE CONTRACTOR IS RESPONSIBLE FOR PROJECT WORK AREA COMPLIANCE WITH ALL FEDERAL AND STATE LAWS, CODES, PERMITS AND REQUIREMENTS. THE CONTRACTOR SHALL GRANT ACCESS FOR REVIEW, OBSERVATION AND INSPECTION OF THE SITE AND WORK TO THE TOWN OF BENNETT AS WELL AS OTHER AGENCIES HAVING RIGHTFUL JURISDICTION.
6. INDEMNIFICATION. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE TOWN OF BENNETT AND TERRAMAX, INC. THE PROJECT ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE TOWN OF BENNETT OR THE PROJECT ENGINEER.
7. PERMITS. THE CONTRACTOR SHALL SECURE THE NECESSARY PERMITS AND CLEARANCES REQUIRED TO PERFORM THE REQUIRED CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PERMITS IN HIS POSSESSION AND IN GOOD STANDING THROUGHOUT THE ENTIRE PROJECT DURATION. ONE COPY OF EACH REQUIRED PERMIT SHALL BE KEPT ON THE PROJECT SITE DURING ALL PROJECT WORK. AT THIS TIME, THE PERMITS ARE KNOWN TO INCLUDE A STORMWATER DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT (CDPH&E). THE CONTRACTOR WILL NEED APPROPRIATE AIR POLLUTANT EMISSION NOTICE (APEN) DOCUMENTATION FOR EQUIPMENT USED ON THE PROJECT. ALL COSTS ASSOCIATED WITH THE STORMWATER DISCHARGE PERMIT SHALL BE BORNE BY THE CONTRACTOR, INCLUDING APPLICATION FEES AND EXPENSES.
8. BEST MANAGEMENT PRACTICES. THE CONTRACTOR SHALL AT A MINIMUM PROVIDE THE TOWN OF BENNETT A COPY OF THE EROSION AND SEDIMENT CONTROL PLAN PORTION OF THE STORMWATER MANAGEMENT PLAN (SWMP) REQUIRED BY THE CDPH&E FOR THE STORMWATER DISCHARGE PERMIT, INCLUDING PLANNED BEST MANAGEMENT PRACTICES FOR THE PROJECT.
9. PROJECT IMPACTS. REGARDLESS OF CDPH&E STORMWATER DISCHARGE PERMIT, APEN AND FUGITIVE DUST CONTROL REQUIREMENTS, AND SWMP PROVISIONS, THE TOWN OF BENNETT RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR AT HIS SOLE EXPENSE TO UNDERTAKE ADDITIONAL MEASURES AS NEEDED TO APPROPRIATELY ADDRESS MUD, DUST, FLOODING, EROSION, SEDIMENT CONTROL AND OTHER ENVIRONMENTAL AND PROJECT DISTURBANCE ISSUES AT THE SITE TO PROTECT ITS PROPERTY, RESIDENTS, OPERATIONS AND INFRASTRUCTURE.

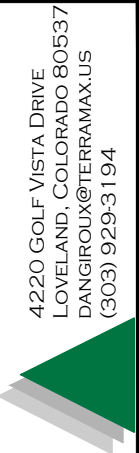
10. APPROVED PLANS. CONTRACTOR SHALL WORK FROM AN APPROVED CONSTRUCTION PLAN SET, ISSUED "FOR CONSTRUCTION", SEALED, SIGNED, AND DATED BY THE PROJECT ENGINEER OF RECORD, DANIEL P. GIROUX, P.E. CONTRACTOR SHALL MAINTAIN AT LEAST ONE SET OF THE SIGNED, APPROVED PLANS ON-SITE AT ALL TIMES THROUGHOUT THE PROJECT EXECUTION.
11. NOTIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE TOWN OF BENNETT, A MINIMUM OF THREE FULL BUSINESS DAYS PRIOR TO THE COMMENCEMENT OF PROJECT WORK ON SITE, AND A MINIMUM OF TWO FULL BUSINESS DAYS PRIOR TO REQUIRED TESTING OR INSPECTIONS. THE CONTRACTOR SHALL PROVIDE THE TOWN OF BENNETT A MINIMUM OF THREE BUSINESS DAYS' NOTICE FOR ANY UTILITY OUTAGES.
12. FULL-DEPTH RECLAMATION (FDR) PRODUCT. THE ASPHALT-BASE-SUBBASE MATERIAL MIX TO BE REMOVED FOR ASPHALT PAVEMENT DEPTH IS THE PROPERTY OF THE TOWN OF BENNETT, AND SHALL BE LOADED, HAULED AND DUMPED AT A STOCKPILE LOCATION DESIGNATED BY THE TOWN OF BENNETT AT THE TOWN'S YARD AT 4TH & TRUMAN. THE COST OF ALL LOADING, HAULING AND DUMPING SHALL BE INCLUDED IN THE CONTRACTOR'S PRICING FOR FDR OR SUBGRADE PREP. .
13. DEBRIS AND WASTE MATERIALS. ALL DEBRIS AND WASTE MATERIALS CREATED BY THE PROJECT WORK SHALL BE THE PROPERTY AND RESPONSIBILITY OF THE CONTRACTOR, TO BE REMOVED FROM THE PROJECT SITE AND APPROPRIATELY AND LEGALLY DISPOSED OF, AT THE CONTRACTOR'S SOLE EXPENSE.
14. PROJECT SITE APPEARANCE AND CONDITION. GENERAL CLEANUP OF THE PROJECT AREA SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. WHEN STREET-CLEANING IS REQUIRED, THE ENTIRE WIDTH OF THE ROAD SHALL BE CLEANED.
15. PROJECT SITE RESTORATION. ALL PAVEMENTS, UTILITIES, FENCING, LANDSCAPING AND OTHER STRUCTURES OR SURFACES AFFECTED BY THE PROJECT CONSTRUCTION SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN BEFORE COMMENCEMENT OF THE WORK, TO THE SATISFACTION OF THE TOWN OF BENNETT.
16. UTILITY LOCATES. THESE DRAWINGS DO NOT PURPORT TO PROVIDE A COMPLETE RECORD OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE. THE CONTRACTOR SHALL FIELD-VERIFY ALL UTILITY LOCATIONS IN THE FIELD, INCLUDING THROUGH TIMELY NOTIFICATION TO THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC OR "ONE-CALL"), AMONGST OTHER MEASURES, BEFORE COMMENCING PROJECT WORK.

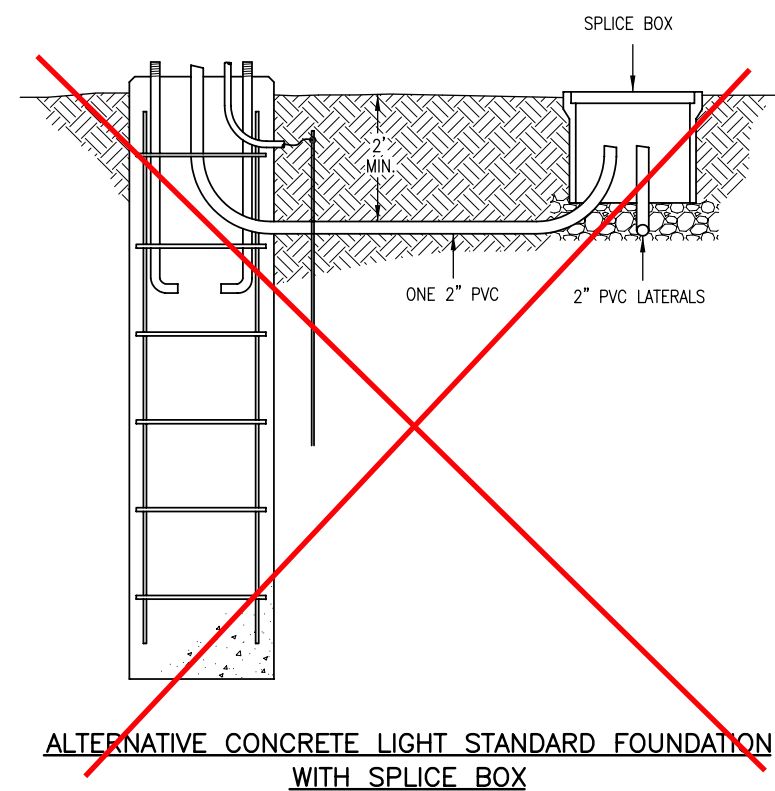
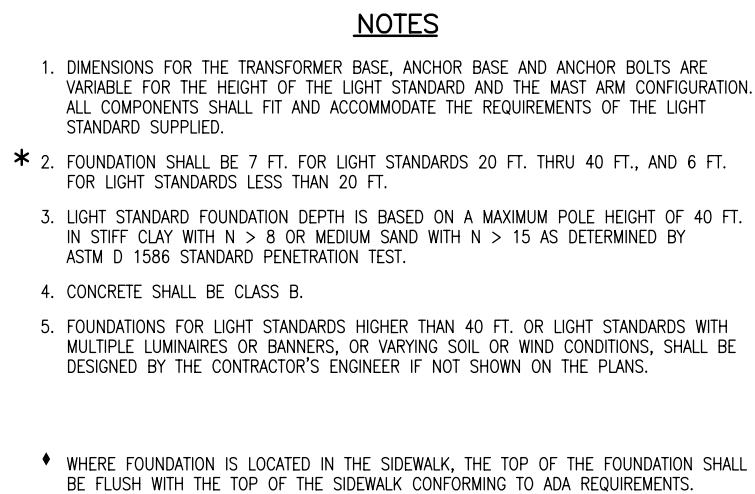
TOWN OF BENNETT, COLORADO

GENERAL NOTES AND DETAILS

Project No.	728
Date	18/MAR/21
By	LD
Scale	As Noted
Sheet	3

TERRAMAX, INC.  
CONSULTING ♦ ENGINEERING





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# REQUEST FOR PROPOSALS

## Cover Sheet



welcome neighbors.

**Date of RFP Issuance:**

**Project Number:**

21-002

**RFP Title:**

**Community Center Parking Lot and Palmer Patching**

**Proposals Due:**

March 31, 2021, 4:00 p.m., Local Time

**Submit Proposals to:**

**Rprice@bennett.co.us**

Town Hall 207 MueggeWay, Bennett, CO80102-7806

**For Additional Information Please Contact:**

Robin Price Public Works Director

(303) 644-3249 Ext. 1013

Email: **rprice@bennett.co.us**

**Documents Included in This Package:**

RFP Cover Sheet

Project Background and Specifications

RFP Instructions

Terms and Conditions

Special Terms and Conditions

Pricing Form

Submission Form

Substitute Form W-9

Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

### PRINT OR TYPE YOUR INFORMATION

Name of Company: KTK GC LTD Fax: 303-355-0776  
Address: 3755 W 69th Pl. City/State: Arvada Zip: 80030  
Contact Person: Matt Koppenhafer Title: Project Manager Phone: 303-355-0013  
Authorized Representative's Signature: Kyle Buss Phone: 303-355-0013  
Printed Name: Kyle Buss Title: Estimator Date: 4-5-21  
Email Address: kyleb@ktkgcltd.com

## PROJECT BACKGROUND AND SPECIFICATIONS

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### I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to **Community Center Parking Lot and Palmer Patching**("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Proposals ("RFP").

### II PROJECT DESCRIPTION

The Community Center is located at 1100 East Colfax Ave in Bennett. The Bennett Community Center is a major hub of our community. Not only is it used for private events and community events such as State of the Town, Business Appreciation, Covid Testing, Breakfast with Santa it also used for the local Boy Scouts and Cub Scouts, the Young at Heart Seniors, the Lions Club, the Prairie Star Square Dancers, ATA Family Martial Arts, the Bennett Community Food Bank and Adams County Services. With the extensive amount of use the Community Center parking lot has deteriorated and needs replaced.

Palmer Ave patching is another area of the Town that also receives a high amount of traffic use. The stretch of Palmer that will be included in the bid runs directly South of Trupp Park. The area that we will include for patching runs west of 1<sup>st</sup> Avenue and is our second highest heavy truck route for access to Converse and Colfax Ave.

### III SCOPE OF WORK

Community Center Parking Lot: 1100 E Colfax Ave

Asphalt Replacement: In-place Full-Depth Reclamation (FDR) to 12-inch depth, excavate to a depth of 4" in entire parking lot, parking lot demo materials will be turned into recycled asphalt/base/sub-base mixed millings by contractor and transported to our stock pile on 4<sup>th</sup> Ave and Truman, replace with 4" of Compacted Full Depth Asphalt.

Light Pole Bases- 30 Inch Dia X 8 foot depth, reinforced, per detail.

Striping: Restripe designated lot with traffic paint utilizing new layout that will be provided by the Town.

Third Party testing to be scheduled by contractor, cost will be paid by Town of Bennett.

Traffic Control will be provided by Town of Bennett.

Contractor is responsible for proper drainage and grading to existing drainage points.

Palmer Ave: Bid includes removal and patching highlighted areas on map. Project will need to be done in two lifts. Subgrade prep needed.

Detailed Plans are included to bid on the two projects. The plans are dated 3/18/21 by Terramax Design Project no 728. Plans include Community Center Parking Lot Site Plan page 1, Palmer Avenue Site Plan page 2, General Notes and Details page 3, and Details Roadway Lighting page 4.

#### **IV PROJECT SCHEDULE**

Anticipated milestones for the Project are as follows:

March 19, 2021	Issue Request for Proposal
April 5, 2021	Proposal Submittal Deadline
April 6, 2021	Bid Opening
April 15, 2021	Award Contract
May 15, 2021	Begin Work
May 31, 2021	Commence Work



## RFP INSTRUCTIONS

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### I QUESTIONS ABOUT RFP

All technical inquiries regarding this RFP shall be made in writing to **Rprice@bennett.co.us** no later than five (5) days before Proposals are due.

### II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town's website as soon as available and shall be the responsibility of the Proposer to obtain all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an addendum will be issued announcing the new date.

### III CONTENTS OF PROPOSAL

The Proposal shall contain, at a minimum, the following information:

1. Statements of Qualifications including:
  - i. General firm information including length of time in business
  - ii. Resumes of key project personnel and percent of team that is local
  - iii. Location of key project personnel and availability
2. Proposed Project team including Project Manager and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.
3. Approach to completing the Project, including addressing the elements of the Scope of Services contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the Proposer.
4. Project descriptions and references from at least three projects with similar size, type, and scope. These projects should demonstrate the experience of the project team and should have been completed during the past five years. The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.
5. Proposed schedule to complete the Project.
6. Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.
7. Signed copy of the cover page of this RFP (page 1 of this RFP)
8. Completed Pricing Form (form attached)

9. Completed Submission Form (form attached)
10. Completed Sample W-9 (form attached)
11. List any requested deviations from the attached Sample Agreement

#### **IV INSTRUCTIONS FOR SUBMITTING PROPOSAL**

One (1) copy of the Proposal shall be submitted via email, hand-delivery or mail to:

Town of Bennett  
Attn: **Robin Price**  
Town Hall  
207 Muegge Way  
Bennett, CO 80102-7806  
Email: Rprice@bennett.co.us

Hand-delivered or mailed Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP.

For emailed Proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of [insert file size] MB capacity. It is the sole responsibility of the Proposer to ensure their Proposal is received before the Proposal deadline. The Town does not accept responsibility under any circumstance for delayed or failed email or mail submittals.**

Proposals received after the Proposal deadline shall be considered non-responsive.

#### **V MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS.**

Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the Proposal deadline.

Proposals may be withdrawn prior to Proposal deadline. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the Proposal deadline for a period of ninety (90) calendar days. If a Proposal is withdrawn during this ninety-day period, the Town may, at its option, choose not to accept any Proposal from the Proposer for a six-month period following the withdrawal.

#### **VI EVALUATION CRITERIA**

Proposals shall be reviewed and evaluated by Town staff and/or consultants who may request additional information from Proposers or request interviews with one of more Proposers. Final evaluation and selection may be based on, but not limited to any of the following:

1. Qualifications of the Proposer
2. Reference checks
3. Total cost or proposed pricing
4. Ability of the Proposer to provide quality and timely services and products

## **VII      ANTICIPATED SCHEDULE**

The following activities and dates are just a tentative outline of the process to be used by the Town.

March 18, 2021	Issue Request for Proposal
March 31, 2021	Proposal Submittal Deadline
April 1, 2021	Bid Opening
April 14, 2021	Award Notification
April 15, 2021	Award Contract

## TERMS AND CONDITIONS

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1. **Responses to RFP.** All Proposals shall become the property of the Town upon receipt and will not be returned to the Proposer. Selection or rejection will not affect this right. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total Proposal will be considered confidential/proprietary.
2. **Rejection Rights.** The Town reserves the right to reject all Proposals and re-solicit if deemed by the Town to be in its best interests, and to abandon the Project and this RFP at any time for any or no reason. The Town is not obligated to accept the lowest cost proposed, is not obligated to accept any Proposal, and will make its determination based on the best interests of the Town.
3. **Other Conditions; Reservation of Rights.** This is a solicitation and not an offer to contract. The provisions in this RFP and any procurement or purchasing policies or procedures of the Town are solely for the fiscal responsibility of the Town and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. The Town reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP schedule; to require clarification or further information with respect to any response or Proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any Proposer.
4. **Proposer's Responsibilities.** Proposer shall make all investigations necessary to thoroughly inform themselves regarding the Project and are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so is at the risk of the Proposer.
5. **Costs of Response Preparation and Other Charges.** Proposers are solely responsible for all costs of preparing their proposals and participation in this RFP, and the Town assumes no responsibility for payment of any expenses incurred by a Proposer as part of this process. For the selected firm, no reimbursement will be made by the Town for any costs incurred prior to full execution of a contract and issuance of written notice by the Town to commence Project services.
6. **Agreement Required.** A written agreement will be required between the Town and the selected Proposer, which agreement will be in the form and substance required by the Town. A sample agreement is included with this RFP, but the Town reserves the right to modify the terms and conditions thereof. The agreement shall include insurance requirements for both general liability and errors and omissions.
7. **Taxes.** Proposers shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be

made available to the selected contractor.

8. **Pricing.** Proposers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
9. **No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
10. **Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
11. **Equal Opportunity.** The Town intends and expects that the contracting processes of the Town and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract.

## SPECIAL TERMS AND CONDITIONS

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**COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED:** Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

**QUALIFICATIONS OF CONTRACTOR:** The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1<sup>st</sup> of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

**MATERIAL PRICED INCORRECTLY:** As part of any award resulting from this process, Proposer(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Proposer (s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**JOINT VENTURES ARE ENCOURAGED.** The Proposer shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

## PRICING FORM

### I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			In-place Full-Depth Reclamation (FDR) to 12-inch minimum depth		
	4060 SY		Removal of Asphalt Mat Paving Depth (4" minimum)		\$16,523.20
2	4060 SY		Millings disposal – all load, haul and dump at Town materials yard, 4 <sup>th</sup> and Truman, at stockpile locations specified by the Town		\$9,104.55
3	902 ton		4" Full Depth Asphalt Parking Lot Paving		\$97,762.56
4	4,060 SY		Subgrade prep - Scarify, Recompect and Fine Grade		\$11,905.95
5	6,770 SF		Removal and replacement of asphalt patching as marked by the town on Palmer with a minimum of 6" depth. Price includes subgrade work and 2 lifts.		\$40,484.60
6	7	EACH	Light pole foundation base		\$13,800.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
Total					\$189,580.00

Not to Exceed Total:



## SUBMISSION FORM

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**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
ATTN: Purchasing  
207 Muegge Way  
Bennett, CO 80102

Attn: Person in Charge  
Title  
RFP:

Does your proposal comply with all the terms and conditions? If no, indicate exceptions **YES** / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions **YES** / NO

State percentage of prompt payment discount, if offered \_\_\_\_\_ 0 \_\_\_\_\_ %

State total bid price (include all items bid) \_\_\_\_\_ \$189,580.86 \_\_\_\_\_

State total bid price with discount \_\_\_\_\_ \$189,580.86 \_\_\_\_\_

**The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.**

**SUBSTITUTE FORM W-9**  
**REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER AND CERTIFICATION**  
(A copy of the W-9 instructions is available upon request)

Vendor# \_\_\_\_\_

**1 NAME OF FIRM:**

KTK General Contracting Limited  
NAME (Legal Name)

BUSINESS NAME (If different from above e.g. DBA)

**2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED**  
(if different from above):

KTK General Contracting Limited  
NAME (As it appears on invoice)

3755 W 69th PI  
ADDRESS

Westminster, CO 80030  
CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**

(If more than one remit to address, please attach on additional page.)

3755 W 69th PI.  
STREET ADDRESS

Westminster CO 80030  
CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125  
By mail Town of Bennett  
ATTN: Danette Ruvalcaba  
207 Muegge Way  
Bennett, CO 80102

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

Social Security Number \_\_\_\_\_

OR

Federal Identification Number

27 - 1574470

Name of Business Owner (please print) \_\_\_\_\_

Check Appropriate Box:

☒ Corporation

☐ Partnership

☐ Government

☐ Individual/Sole Prop

☐ Non-Profit Organization

☐ Other

Other

(Must explain)

**CERTIFICATION**

Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Tax Identification Number, and

(2) I am not subject to backup withholding.

(3) I am a US person (including a US resident alien)

Signature Kyle Buss

Date 4-5-21

Print Name Kyle Buss

Telephone Number (303 ) 355-0013

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT  
UNTIL YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

**FOR OFFICE USE ONLY:**

Individual/Sole Proprietorships: For Corporation:

☐ Merchandise Only

☐ Services

☐ Attorney

☐ Employee expense reimbursement

☐ Contract Labor

☐ Non Attorney

☐ Garnishment / Child Support

☐ Other (Explain)

☐ Damage awards & other reimb

☐ Sale of Land

Approved:

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

## SAMPLE AGREEMENT

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### INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF BENNETT AND \_\_\_\_\_

#### 1.0 PARTIES

The parties to this Agreement are the **Town of Bennett**, a Colorado municipal corporation, hereinafter referred to as the “Town,” and \_\_\_\_\_[**contractor name**]\_\_\_\_, a Colorado \_\_\_\_\_[contractor business entity]\_\_\_\_, hereinafter referred to as the “Contractor.”

#### 2.0 RECITALS AND PURPOSE

- a) The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).
- b) The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

#### 3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

#### 4.0 COMPENSATION

- a) The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are pre-approved by the Town Administrator. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- b) The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days

may be assessed an interest charge of one and one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

## **5.0 PROJECT REPRESENTATION**

- a) The Town designates \_\_\_\_\_[staff member]\_, \_\_\_\_\_[staff title]\_, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- b) The Contractor designates \_\_\_\_\_[Contractor's project manager's name]\_ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

The term of this Agreement shall be \_\_\_\_\_[start date]\_, 20\_\_ to \_\_\_\_\_[end date]\_, unless the Agreement is sooner terminated pursuant to Section 13, below. The Contractor's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Bennett Board of Trustees, in its sole discretion.

## **7.0 INSURANCE**

- a) The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Bennett, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Bennett, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property

damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Bennett under this contract.

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of ONEMILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interest's provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys'

fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

## **9.0 QUALITY OF WORK**

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

## **10.0 INDEPENDENT CONTRACTOR**

The parties agree that the Contractor is an independent contractor and not an employee of the Town and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Contractor shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

**AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.**

## **11.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

## **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

## **13.0 TERMINATION**

- a) 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.



- b) In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

#### **14.0 INSPECTION AND AUDIT**

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **15.0 DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

#### **16.0 ENFORCEMENT**

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Adams County in connection with any dispute arising out of or in any matter connected with this Agreement.

#### **17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED**

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "Town of Bennett Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor's execution of this Agreement.

#### **18.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

#### **19.0 NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested,

by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Bennett  
Attn: Town Administrator  
207 Muegge Way  
Bennett, CO 80102  
Telephone: (303) 644-3249  
Fax: (303) 644-4125

If to the Contractor:

\_\_[Contractor name]\_\_\_\_\_  
\_\_[Contact person]\_\_\_\_\_  
\_\_[address]\_\_\_\_\_  
\_\_[city, state, zip]\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF BENNETT  
A Colorado Municipal Corporation

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

Attest: \_\_\_\_\_  
Town Clerk

CONTRACTOR:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### **Exhibit A – Scope of Services and Price Information**

[See Following Page(s)]

**Exhibit B**

**Town of Bennett Public Services Contract Addendum  
Prohibition Against Employing Illegal Aliens**

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien: and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification  
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: \_\_\_\_\_  
(Prospective Contractor)

To: Town of Bennett

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Prospective Contractor \_\_\_\_\_

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

Title: \_\_\_\_\_

State of Colorado

#### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.

COUNTY OF \_\_\_\_\_)

The foregoing Certification was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Name] \_\_\_\_\_, for [Company Name] \_\_\_\_\_.

Witness my hand and official seal.

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

(SEAL)

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

# REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance:

Project Number:

21-002

RFP Title:

Community Center Parking Lot and Palmer Patching

Proposals Due:

March 31, 2021, 4:00 p.m., Local Time

Submit Proposals to:

Rprice@bennett.co.us

Town Hall 207 Muegge Way, Bennett, CO 80102-7806

For Additional Information Please Contact:

Robin Price Public Works Director

(303) 644-3249 Ext. 1013

Email: rprice@bennett.co.us

Documents Included in This Package:

RFP Cover Sheet

Project Background and Specifications

RFP Instructions

Terms and Conditions

Special Terms and Conditions

Pricing Form

Submission Form

Substitute Form W-9

Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

## PRINT OR TYPE YOUR INFORMATION

Name of Company: RME Ltd., LLC dba Elite Surface Infrastructure Fax: 303-287-4779  
Address: 1199 Atchison Court City/State: Castle Rock, CO Zip: 80109  
Contact Person: Daniel Lee Title: Estimator/PM Phone: 303-841-0292  
Authorized Representative's Signature: [Signature] Phone: 303-841-0292  
Printed Name: John Frink Title: President Date: 4/7/2021  
Email Address: daniel.lee@elitesi.com

## PROJECT BACKGROUND AND SPECIFICATIONS

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### I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to **Community Center Parking Lot and Palmer Patching**("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Proposals ("RFP").

### II PROJECT DESCRIPTION

The Community Center is located at 1100 East Colfax Ave in Bennett. The Bennett Community Center is a major hub of our community. Not only is it used for private events and community events such as State of the Town, Business Appreciation, Covid Testing, Breakfast with Santa it also used for the local Boy Scouts and Cub Scouts, the Young at Heart Seniors, the Lions Club, the Prairie Star Square Dancers, ATA Family Martial Arts, the Bennett Community Food Bank and Adams County Services. With the extensive amount of use the Community Center parking lot has deteriorated and needs replaced.

Palmer Ave patching is another area of the Town that also receives a high amount of traffic use. The stretch of Palmer that will be included in the bid runs directly South of Trupp Park. The area that we will include for patching runs west of 1<sup>st</sup> Avenue and is our second highest heavy truck route for access to Converse and Colfax Ave.

### III SCOPE OF WORK

Community Center Parking Lot: 1100 E Colfax Ave

Asphalt Replacement: In-place Full-Depth Reclamation (FDR) to 12-inch depth, excavate to a depth of 4" in entire parking lot, parking lot demo materials will be turned into recycled asphalt/base/sub-base mixed millings by contractor and transported to our stock pile on 4<sup>th</sup> Ave and Truman, replace with 4" of Compacted Full Depth Asphalt.

Light Pole Bases- 30 Inch Dia X 8 foot depth, reinforced, per detail.

Striping: Restripe designated lot with traffic paint utilizing new layout that will be provided by the Town.

Third Party testing to be scheduled by contractor, cost will be paid by Town of Bennett.

Traffic Control will be provided by Town of Bennett.

Contractor is responsible for proper drainage and grading to existing drainage points.

Palmer Ave: Bid includes removal and patching highlighted areas on map. Project will need to be done in two lifts. Subgrade prep needed.

Detailed Plans are included to bid on the two projects. The plans are dated 3/18/21 by Terramax Design Project no 728. Plans include Community Center Parking Lot Site Plan page 1, Palmer Avenue Site Plan page 2, General Notes and Details page 3, and Details Roadway Lighting page 4.

#### **IV PROJECT SCHEDULE**

Anticipated milestones for the Project are as follows:

March 19, 2021	Issue Request for Proposal
April 5, 2021	Proposal Submittal Deadline
April 6, 2021	Bid Opening
April 15, 2021	Award Contract
May 15, 2021	Begin Work
May 31, 2021	Commence Work



## RFP INSTRUCTIONS

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### I QUESTIONS ABOUT RFP

All technical inquiries regarding this RFP shall be made in writing to [Rprice@bennett.co.us](mailto:Rprice@bennett.co.us) no later than five (5) days before Proposals are due.

### II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town's website as soon as available and shall be the responsibility of the Proposer to obtain all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an addendum will be issued announcing the new date.

### III CONTENTS OF PROPOSAL

The Proposal shall contain, at a minimum, the following information:

1. Statements of Qualifications including:
  - i. General firm information including length of time in business
  - ii. Resumes of key project personnel and percent of team that is local
  - iii. Location of key project personnel and availability
2. Proposed Project team including Project Manager and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.
3. Approach to completing the Project, including addressing the elements of the Scope of Services contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the Proposer.
4. Project descriptions and references from at least three projects with similar size, type, and scope. These projects should demonstrate the experience of the project team and should have been completed during the past five years. The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.
5. Proposed schedule to complete the Project.
6. Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.
7. Signed copy of the cover page of this RFP (page 1 of this RFP)
8. Completed Pricing Form (form attached)

9. Completed Submission Form (form attached)
10. Completed Sample W-9 (form attached)
11. List any requested deviations from the attached Sample Agreement

#### **IV INSTRUCTIONS FOR SUBMITTING PROPOSAL**

One (1) copy of the Proposal shall be submitted via email, hand-delivery or mail to:

Town of Bennett  
Attn: **Robin Price**  
Town Hall  
207 Muegge Way  
Bennett, CO 80102-7806  
Email: Rprice@bennett.co.us

Hand-delivered or mailed Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP.

For emailed Proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of [insert file size] MB capacity. It is the sole responsibility of the Proposer to ensure their Proposal is received before the Proposal deadline. The Town does not accept responsibility under any circumstance for delayed or failed email or mail submittals.**

Proposals received after the Proposal deadline shall be considered non-responsive.

#### **V MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS.**

Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the Proposal deadline.

Proposals may be withdrawn prior to Proposal deadline. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the Proposal deadline for a period of ninety (90) calendar days. If a Proposal is withdrawn during this ninety-day period, the Town may, at its option, choose not to accept any Proposal from the Proposer for a six-month period following the withdrawal.

#### **VI EVALUATION CRITERIA**

Proposals shall be reviewed and evaluated by Town staff and/or consultants who may request additional information from Proposers or request interviews with one of more Proposers. Final evaluation and selection may be based on, but not limited to any of the following:

1. Qualifications of the Proposer
2. Reference checks
3. Total cost or proposed pricing
4. Ability of the Proposer to provide quality and timely services and products

## **VII ANTICIPATED SCHEDULE**

The following activities and dates are just a tentative outline of the process to be used by the Town.

March 18, 2021	Issue Request for Proposal
March 31, 2021	Proposal Submittal Deadline
April 1, 2021	Bid Opening
April 14, 2021	Award Notification
April 15, 2021	Award Contract

## TERMS AND CONDITIONS

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1. **Responses to RFP.** All Proposals shall become the property of the Town upon receipt and will not be returned to the Proposer. Selection or rejection will not affect this right. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total Proposal will be considered confidential/proprietary.
2. **Rejection Rights.** The Town reserves the right to reject all Proposals and re-solicit if deemed by the Town to be in its best interests, and to abandon the Project and this RFP at any time for any or no reason. The Town is not obligated to accept the lowest cost proposed, is not obligated to accept any Proposal, and will make its determination based on the best interests of the Town.
3. **Other Conditions; Reservation of Rights.** This is a solicitation and not an offer to contract. The provisions in this RFP and any procurement or purchasing policies or procedures of the Town are solely for the fiscal responsibility of the Town and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. The Town reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP schedule; to require clarification or further information with respect to any response or Proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any Proposer.
4. **Proposer's Responsibilities.** Proposer shall make all investigations necessary to thoroughly inform themselves regarding the Project and are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so is at the risk of the Proposer.
5. **Costs of Response Preparation and Other Charges.** Proposers are solely responsible for all costs of preparing their proposals and participation in this RFP, and the Town assumes no responsibility for payment of any expenses incurred by a Proposer as part of this process. For the selected firm, no reimbursement will be made by the Town for any costs incurred prior to full execution of a contract and issuance of written notice by the Town to commence Project services.
6. **Agreement Required.** A written agreement will be required between the Town and the selected Proposer, which agreement will be in the form and substance required by the Town. A sample agreement is included with this RFP, but the Town reserves the right to modify the terms and conditions thereof. The agreement shall include insurance requirements for both general liability and errors and omissions.
7. **Taxes.** Proposers shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be

made available to the selected contractor.

8. **Pricing.** Proposers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
9. **No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
10. **Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
11. **Equal Opportunity.** The Town intends and expects that the contracting processes of the Town and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract.



## SPECIAL TERMS AND CONDITIONS

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**COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED:** Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

**QUALIFICATIONS OF CONTRACTOR:** The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1<sup>st</sup> of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

**MATERIAL PRICED INCORRECTLY:** As part of any award resulting from this process, Proposer(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Proposer (s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**JOINT VENTURES ARE ENCOURAGED.** The Proposer shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

# SUBSTITUTE FORM W-9

## REQUEST FOR TAXPAYER

## IDENTIFICATION NUMBER AND CERTIFICATION

(A copy of the W-9 instructions is available upon request)

Vendor# \_\_\_\_\_

**1 NAME OF FIRM:**

RME Ltd., LLC dba Elite Surface Infrastructure

NAME (Legal Name)

\_\_\_\_\_  
BUSINESS NAME (If different from above e.g. DBA)

**2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED**

(if different from above):

RME Ltd., LLC dba Elite Surface Infrastructure

NAME (As it appears on invoice)

1199 Atchison Court

ADDRESS

Castle Rock, CO 80109

CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**

(If more than one remit to address, please attach on additional page.)

Same as above

STREET ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125  
By mail Town of Bennett  
ATTN: Danette Ruvalcaba  
207 Muegge Way  
Bennett, CO 80102



**TAXPAYER IDENTIFICATION NUMBER (TIN)**

Social Security Number \_\_\_\_\_

OR

Federal Identification Number

84-1480842

Name of Business Owner (please print) RME Ltd., LLC dba Elite Surface Infrastructure

Check Appropriate Box:

☒ Corporation

☐ Partnership

☐ Government

☐ Individual/Sole Prop

☐ Non-Profit Organization

☐

Other

(Must explain)

**CERTIFICATION**

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Tax Identification Number, and
- (2) I am not subject to backup withholding.
- (3) I am a US person (including a US resident alien)

Signature \_\_\_\_\_

Date 4/7/2021

Print Name

John Frink

Telephone Number (303) 841-0292

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT  
UNTIL YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

**FOR OFFICE USE ONLY:**

Individual/Sole Proprietorships: For Corporation:

☐ Merchandise Only

☐ Services

☐ Attorney

☐ Employee expense reimbursement

☐ Contract Labor

☐ Non Attorney

☐ Garnishment / Child Support

☐ Other (Explain)

☐ Damage awards & other reimb

☐ Sale of Land

Approved:

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

## STATEMENT OF QUALIFICATIONS

Project Name: 2020 City of Aurora Crack Seal Program  
Project Owner: City of Aurora  
Contract Amount: \$355,400.00  
Project Location: Various locations throughout the City of Aurora  
Type of Work: Crack seal and seal coat  
Contact: Raul Griego, 303-739-7776

Project Name: 2020 Asphalt Mill & Overlay  
Project Owner: City of Commerce City  
Contract Amount: \$1,992,178  
Project Location: Various locations throughout the City  
Type of Work: Asphalt mill and overlay  
Contact: Pete Adler, 303-349-3394

Project Name: 2020 Parking Lot Pavement Rehabilitation  
Project Owner: City of Westminster  
Contract Amount: \$625,535  
Project Location: Various locations throughout the City  
Type of Work: Parking lot asphalt work  
Contact: Barb Cinkosky, 303-658-2522

Project Name: 2019 Asphalt Mill & Overlay  
Project Owner: City of Englewood  
Contract Amount: \$909,365  
Project Location: Various locations throughout the City  
Type of Work: Mill and Overlay  
Contact: Eva Boyd,

Project Name: 2019 Milling Program  
Project Owner: Arapahoe County  
Contract Amount: \$519,118  
Project Location: Various locations throughout the County  
Type of Work: Milling  
Contact: David Beard, 720-874-6523

Two longstanding Colorado construction companies – **Rocky Mountain Excavating (RME)** and **PLM Asphalt & Concrete** – now operate as one entity: **Elite Surface Infrastructure (ESI)**. Together, the new team has over 140 years of combined experience in heavy civil construction. Though we have changed in name, customers can rely on the same working relationships and quality of work they relied on in the past, only better. As Colorado's largest civil construction company, we now offer comprehensive services that are supported by more robust resources, including a company-owned fleet of heavy equipment, over 300 full-time field employees and a management and estimating team with over a century of combined expertise. **ESI** brings together the right mix of **RME** and **PLM** heritage to deliver a quality product that's built to last for commercial, municipal and federal projects.

**ESI** consists of two departments: its Construction Division and its Maintenance Division. The Construction Department provides underground utility and pipe installation, earthwork, asphalt paving, milling, grading and site, and structural concrete and general contracting services. The Maintenance Department provides many maintenance-related services, including infrastructure repair, infrared patching, asphalt crack sealing, seal coating, remove and replacement (R&R), paving and striping. In addition, **ESI's** Maintenance Department offers snow removal services for commercial and industrial properties.

We are proud to offer one of the newest and most technologically advanced equipment fleets operated by personnel who are fully trained with the most current industry and safety standards.



ELITE  
SURFACE  
INFRASTRUCTURE

Oscar Soltero, Paving Superintendent  
RME Ltd., LLC dba  
Elite Surface Infrastructure  
3313 Moline Street  
Aurora, CO 80010

### Summary

Asphalt Paving Superintendent with a 35 year record of success in both the field operations and project supervision for all aspects of asphalt paving projects in the commercial, municipality, government & private-sector clients. Experience includes managing field crews of over 20 employees, operating a multitude of Heavy Highway Paving Equipment "Caterpillar AP1055E", knowledge of not only Superpave Hot Mix Asphalt but also Stone Matrix Asphalt Mix "SMA" along with the capability of installing over 2,000 tons per day. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

### Key Skills

- |                                      |   |                             |
|--------------------------------------|---|-----------------------------|
| • Construction Management            | * | Site Safety/OSHA Compliance |
| • Field Supervision                  | * | CDOT Compliance             |
| • Equipment Operating Specifications | * | Project Management          |

### PLM Asphalt & Concrete, LLC

2014 – Present

Operating, managing and the supervision of all phases for the installation and compaction of Superpave Hot Mix Asphalt & Stone Matrix Asphalt "SMA" Mixes

### Asphalt Specialties

2007-2014

Operating, managing and the supervision of all phases for the installation and compaction of Superpave Hot Mix Asphalt & Stone Matrix Asphalt "SMA" Mixes

### Kiewit Western Companies

1992-2007

Asphalt Foreman for the installation and compaction of Superpave Hot Mix Asphalt

### Project Experience

- I-70 Asphalt Overlay Empire Project East & West Bound
- I-70 Asphalt Overlay from Georgetown to Bakerville
- Asphalt Overlays:
  - City of Denver
  - City of Aurora
  - City of Boulder
  - Adams County
  - Boulder County
- I-70 Overlay – Twin Tunnel & Johnson Tunnel to Frisco
- Denver Public School Asphalt Repairs
- DIA – Construction of New Parking Lots

### Education

- GED – Brighton, Colorado



ELITE  
SURFACE  
INFRASTRUCTURE

Michael Fairbairn  
Project Manager/Estimator  
RME Ltd., LLC dba Elite Surface  
Infrastructure  
3313 Moline Street  
Aurora, CO 80010  
303-287-0777

### Summary

Project Manager with 18 years of experience in commercial asphalt /concrete and heavy highway construction. Experience estimating, planning and managing projects ranging from \$250,000 to \$6 million in contract value. Safely completed Federal, State and Local municipal projects in Colorado.

### Key Skills

- |                                  |   |  |
|----------------------------------|---|--|
| • Project Management             | * | Hot Mix Asphalt Production and Placement |
| • CDOT Experience                | * | Design-Build Experience                  |
| • Heavy Highway & CPM Scheduling | * | Quality Control                          |
| • Contract Negotiation           | * | CDOT & MGPEC Specifications              |

### PLM Asphalt & Concrete, LLC

June, 2014 – Present

#### Project Manager/Estimator/Quality Control Manager

Responsible for scheduling crews, equipment and subcontractors at the project level. Manage crews and schedule to ensure projects are completed on time and within budget. Develop and carry out plans to deal with project specific and/or material specific liabilities. Communicate with superintendent, foreman, and clients regarding their needs and the services we provide. Responsible for all oversight of material quality control/quality assurance monitoring for hot mix asphalt.

### Premier Paving, Inc.

2007-2014

#### Quality Control Manager/Project Manager/Superintendent

Responsible for all oversight of material quality control/quality assurance monitoring for hot mix asphalt. Responsible for all plant adjustments, as necessary. Help in guiding the development of specifications. Develop and carry out plans to deal with project specific and/or material specific liabilities. Communicate with superintendent, foreman, and clients regarding their needs and the services we provide. Responsible for scheduling crews, equipment and subcontractors.

### Westest, LLC.

2002-2007

Responsible for material quality control/quality assurance monitoring for hot mix asphalt and Portland cement concrete mix. Provide plant production, placement, field and laboratory testing for construction materials. Perform asphalt and aggregate tests in accordance with CDOT, AASHTO, and ASTM procedures.

### Project Experience

- IM 0252-392: I-25; Tomah Road to Douglas Lane (40,000 tons)
- NH 0404-032: SH 40; Colorado to Quebec (19,000 tons)
- NH 0404-046: SH 40; Airport to Tower (10,000 tons)
- IM 0252-393: I-25; 6<sup>th</sup> Ave to Santa Fe (30,000 tons)
- Fast Tracks West Corridor – Union Station to Golden (40,000 tons)
- DIA, Runway 7-25 Shoulder Widening (32,000 tons)
- DIA, Runway 8-26 Shoulder Widening (35,000 tons)

### **Education**

- University of Colorado: Bachelor of Geology
- NCAT at Auburn University: Asphalt Technology Course



## **Nathan Amsinger – Asphalt Division Manager**

**RME Ltd., LLC dba Elite Surface Infrastructure –4 years**

Nathan Amsinger has 18 years' experience specializing in Asphalt Paving of municipal, commercial, DOT and federal government construction. As an experienced professional he has expertise with construction management, scheduling management, operations management, safety management, job costing and estimating. Initiate competent workflow with city inspectors, dot inspectors, sub-contractors, suppliers, developers, contractors, and contracting officers. Review proposals/project requirements, yearly budgets, and operating cost. Analyze blueprints / specifications for project compliance. Enhance profitability with extensive experience in placement of HMA (Hot Mix Asphalt).

### **Education:**

Southwest Missouri State University, Construction Management, 2001

### **Certifications/Licenses/Training:**

30-Hour OSHA Supervisor Training; First Aid/CPR; Confined Space Entry Training; CAT Asphalt Paving Training;

### **Asphalt Division Manager – RME Ltd., LLC (Castle Rock, CO)**

Contract Dates: 9/15/16 – Present

As Asphalt Division Manager for RME he oversees all aspects for the Asphalt Paving Division.

- **Sun Country Meadows Road Improvement Project – Elbert County, CO (Municipal)**

Contract Dates: August 2018 – May 2018

Contract Amount: \$2,044,052.45

RME was the prime contractor for this project for Elbert County. Improvement of 8 Lane Miles of an existing Elbert County dirt road in Sun County Meadows Subdivision which consisted of the following: Building and re-shaping of 8 miles of ditch lines to allow for proper drainage, along said ditch lines check dams were placed and 3,500 LF of 18", 24", 30", 36" or 48" CMP/RCP pipes were either new, relocated, cleaned or removed and replaced. The 8 lane miles of roadway had 5,300 CY of subgrade material to be balanced out, moisture condition along with 57,697 Sy of 8" CTS Subgrade Stabilization was performed, and 14,000 Tons of Hot Mix Asphalt placed in (2) – 2" Lifts with 1,000 Tons of recycled asphalt placed on existing driveways from the edge of new asphalt to the Right of Way line. All of which the Traffic Control always played a huge roll to allow 500 plus residence access through the subdivision. RME self-performed approximately 75% of the work to include excavation, installation of culverts, grading of ditchlines, subgrade prep, asphalt paving, installation of rip rap, check dam and hauling of recycled asphalt.

- **United States Postal Service "Denver NDC Paving"; Denver, CO (Federal)**

Contract Dates: June 2017 – November 2017

Contract Amount: \$5,095,000.00

RME was a super subcontractor to Grancor Enterprises, Inc. performing the reconstruction of the USPS Denver Terminal, a 24 Hour facility that remained open during construction, also the project was completed in 6 months, which was 8 months ahead of schedule. The contract items included removals of existing conditions (asphalt, concrete and dirt), utility adjustments, repair of water lines and roof drains, installation of (storm sewer, fence, gates, concrete curb/gutter, concrete valley pans, concrete paving, "CTS" cement treated subgrade, and heavy duty asphalt paving) all of which was completed in 7 phases.



- **Construct 6<sup>th</sup> Ave. Renovation and Improvements Phase 1 Road Realignment; Buckley AFB, Aurora, CO (Federal)**  
 Contract Dates: June 2017 – December 2017  
 Contract Amount: \$818,865.89  
 RME was a subcontractor to MIRADOR NASCO JV performing the reconstruction of the 6<sup>th</sup> Ave Gate which included removal of existing asphalt and concrete, dirt excavation, installation of (aggregate base course, concrete sidewalks, concrete curb/gutter and asphalt paving) all of which was completed in 2 phases.
  
- **West Chatfield Avenue (S. Pierce St. to S. Kendall Blvd.); Jefferson County, CO (Municipal)**  
 Contract Dates: August 2017 – December 2017  
 Contract Amount: \$3,663,244.44  
 RME was the Prime contractor which included the realignment of the existing roadway. Specific scope of work included the demolition of the existing roadway, relocation of existing utilities, installation of new utilities (water, storm, and sanitary), soil stabilization, Cement Treated Subgrade (CTS), installation of new concrete curb and gutter, removal and replace existing sidewalks, installation of a new round-about, asphalt paving, striping, erosion control, seeding and revegetation. This project was required the work to be broken up into 4-phases to allow access for local traffic to neighborhoods and businesses. There were numerous changes to the project due to design flaws and unforeseen conditions.
  
- **Reconfiguration and Repair Gate 2, Center Ave; Denver Federal Center – Lakewood, CO (Federal)**  
 Contract Dates: July 2017 – November 2017  
 Contract Amount: \$364,885.99  
 RME was the Prime Contractor to the GSA performing the reconstruction of the Center Ave. Gate 2 which included removal of existing asphalt and concrete, dirt excavation, installation of aggregate base course, concrete sidewalks, concrete curb/gutter, traffic control and asphalt paving. This work was completed in 1 phases.

#### **Construction Manager – Martin Marietta Denver Metro Division**

Contract Dates: 7/1/15 – 9/15/16

As Construction Manager for Martin Marietta Material he overseen project managers, superintends, and scheduling for commercial, municipal and DOT asphalt paving as well as assisted in operations, yearly budgets, equipment purchases and reviewing of estimates and job cost.

- CDOT – STA C510-024 ~ Contract Amount: \$2,050,148.00  
 On US40, Martin Marietta Materials was the Prime Contractor performing 2" mill and 2" HMA full width, expansion joint work on F-15-CN; concrete deck repair and resurfacing on F-15-Q; shoulder reconditioning to repair rillels, filled and compacted; FHWA compliant Type 3 Guardrail adjustments (31 in. MGS); damaged Type 3 Guardrail to be reset with new corrosion-resistant rail and new guardrail to be installed in Clear Creek and Jefferson Counties
  
- CDOT - STA R600-441 ~ Contract Amount: \$3,700,150.00  
 On US85 (Sante Fe Drive) from C470 to W. Belleview Ave, Martin Marietta Materials was the Prime Contractor performing 2.5" mill/fill with HMA, curb ramps, raised islands, manhole and valve box adjustments, signal work, and permanent pavement markings in Arapahoe and Douglas Counties
  
- Buckley – Aerospace Data Facility ~ Contract Amount: \$152,050.00

Inside the Aerospace Data Facility Martin Marietta Materials was a Sub Contractor to J.E. Hurley performing the placement of HMA Consisting of 1,550 Tons of SX75(64-22) in Arapahoe Counties.

- Douglas County 2016 Asphalt Overlay Project – CI-2016-003 ~ Contract Amount: \$3,450,987.00  
On various roadways in Douglas County Martin Marietta Materials was the Prime Contractor performing rotomilling/planing of existing asphalt pavement and the placement of HMA consisting of 33,000 Tons of SX75(64-22) in Douglas County.
- UPS (Commerce City) New Employee Parking Lot ~ Contract Amount: \$625,350.00  
At Ivy St. and E. 50<sup>th</sup> Ave. Martin Marietta Materials was a Sub Contractor to Facilities Contracting performing the installation of a new employee parking lot consisting of 18,000 Square Yards of 12" Scarification and Compaction, the placement of Class 6 Road Base consisting of 9,250 Tons, and the placement of HMA Consisting of 4,950 Tons of S75(64-22) and SX75(64-22) in Denver County.
- Golden ~ US 6 & 19<sup>th</sup> Street Intersection Realignment ~ Contract Amount: \$1,657,667.00  
On US 6 and 19<sup>th</sup> Street in the City of Golden Martin Marietta Materials was a Sub Contractor to Kraemer North America performing the placement of HMA for the Street Intersection Realignment consisting of 25,000 Tons of S100(64-22), SX100(64-22), and SX100(76-28) in Jefferson County.
- Promenade Shopping Center Reconstruction of Parking Lot ~ Contract Amount: \$1,390,250.00  
At C470 and University Martin Marietta Materials was a Sub Contractor to ASAP Construction performing the reconstruction of existing parking lot consisting of the following 65,000 square yards of 14" reclamation of existing asphalt, processing and fine grading of material, and placement of 13,000 Tons of S75(64-22) and SX75(64-22) in Douglas County.

**Estimator – PLM Asphalt & Concrete Inc. (Aurora, CO)**

Contract Dates: 2/1/14 – 7/1/15

As Estimator for PLM Asphalt & Concrete he was the lead estimator for new construction, municipal, and DOT markets; along with overseeing project managers, superintends, scheduling, production, operations and job cost for the asphalt paving and rotomilling divisions.

- CDOT - NH 1281-014 ~ Contract Amount: \$65,555.00  
ON SH128 from Eldorado to SH121, PLM was a Sub Contractor to Martin Marietta Material performing rotomilling/planning of existing asphalt pavement, removing geotextile fabric, full depth asphalt removals at various locations, in Broomfield and Jefferson Counties
- Castle Pines Metro District 2015 Asphalt Overlay Project ~ Contract Amount: \$295,000.00  
On various roadways in Castle Pines Metro District PLM Asphalt & Concrete was the Prime Contractor performing Rotomilling/Planing of existing asphalt pavement and the placement of HMA consisting of 3,600 Tons of SX75(64-22) in Douglas County.
- CDOT - STA 0362-034 ~ Contract Amount: \$24,450.00  
On US36: Cabin Creek MP 118.4 to MP 120.0, PLM was a Sub Contractor to Martin Marietta Material performing rotomilling/planing of existing asphalt pavement in Arapahoe County
- CDOT - BR M320-084 ~ Contract Amount: \$19,750.00  
On two Speer Boulevard Bridges and one 23rd Avenue Bridge over I-25, rehabilitation projects



PLM was a Sub Contractor to Hamon Contractors performing rotomilling/planning of existing asphalt pavement in Denver County.

- CDOT - FBR R600-417 ~ Contract Amount: \$522,930.00  
At Federal and 69th Street, Bridge enterprise bridge replacement over BNSF & RTD Railways:  
PLM was a Sub Contractor to Hamon Contractors performing the placement of HMA consisting of 6,950 Tons of S100(64-28) and SX100(64-28) in Adams County
- CDOT - FSA 0252-420 ~ Contract Amount: \$3,700,150.00  
At I-25 and Santa Fe, installation of a SPUI (single point urban interchange) including realignment of Kalamath Street from Alameda to Santa Fe and a frontage road east of Santa Fe, improvements on Santa Fe. PLM was a Sub Contractor to Hamon Contractors performing the placement of HMA consisting of 42,811 Tons of S100(64-22) and SX100(76-28) in Denver County
- CDOT - STA 067A-033 ~ Contract Amount: \$95,475.00  
From rampart range rd. to Sedalia on SH-67 PLM was a subcontractor to Brannan Sand & Gravel performing rotomilling of 7.7 miles of existing asphalt pavement in Douglas County
- CDOT - STU 0252-399 ~ Contract Amount: \$249,850.00  
On I-25, highway reconstruction from 470 to Ridgeway, PLM was a Sub Contractor to Interstate Highway Construction performing rotomilling of existing asphalt pavement in Douglas County.
- Weld County 49 – 22 Reconstruction ~ Contract Amount: \$875,479.00  
On WCR49 and WCR22 PLM was a subcontractor to Interstate Highway Contractors performing rotomilling of existing asphalt pavement full depth and the placement of HMA consisting of 6,750 Tons of S100(64-28) and SX100(64-28) in Weld County.
- Weld County 49 – 44 Reconstruction ~ Contract Amount: \$995,125.00  
On WCR49 and WCR22 PLM was a subcontractor to Scott Contracting performing rotomilling of existing asphalt pavement full depth and the placement of HMA consisting of 9,250 Tons of S100(64-28) and SX100(64-28) in Weld County.
- 2015 Repair by Mill and Overlay Multiple Pavements (Buckley AFB)  
PLM was a Sub Contractor to Rocky Mountain Excavating performing rotomilling/planning of existing asphalt pavement and the placement of HMA consisting of 4,500 Tons of SX75(64-22) in Arapahoe County.

#### **Project Manager – Willard Asphalt & Quarries (Lebanon, MO)**

Contract Dates: 2/1/12 – 2/1/14

As Project Manager for Willard Asphalt & Quarries he oversaw various commercial, federal and municipal projects as well as the bi-yearly contract with Department of Public Works, Fort Leonard Wood Military Base.

- Fort Leonard Wood Military Base – Delivery Order 12-035 ~ Contract Amount: \$3,578,600.00  
On Iowa Ave from Nebraska Ave to South Gate Willard Asphalt & Quarries performed appx 15 miles of HMA mill/fill on existing 2 lane road in Pulaski County.
- Fort Leonard Wood Military Base – Delivery Order 13-015 ~ Contract Amount: \$1,139,350.00

On various streets inside Fort Leonard Wood Military Base Willard Asphalt & Quarries performed appx 5 miles of HMA mill/fill on existing streets in Pulaski County.

- Fort Leonard Wood Military Base – Delivery Order 13-005 ~ Contract Amount: \$89,575.00  
At Waynesville Regional Airport-TBN Willard Asphalt & Quarries performed routing and crack sealing of existing cracks on the taxi way, ramps, and runways in Pulaski County.
- Delta Company 35<sup>th</sup> Engineer Battalion ~ Contract Amount \$275,690.00  
Willard Asphalt & Quarries was a subcontractor to Mortenson, performing the placement of Base Rock and HMA for a new parking lot and entrance road in Pulaski County.

**Owner – Amsinger Asphalt (Springfield, Mo)**

Contract Dates: 2/1/03 – 2/1/11

As owner for Amsinger Asphalt he oversaw all business items for commercial asphalt maintenance and commercial asphalt paving projects.

- Asphalt Repairs – Various Public School Districts and College Campuses  
At various public schools Amsinger Asphalt was a prime contractor performing the reconstruction of asphalt parking lots, full depth patching, crack sealing, seal coating and pavement striping.
  - o Springfield Public School District 2007,2008,2010 ~ Contract Amount: \$875,350.00
  - o Buffalo Public School District 2007,2009,2011 ~ Contract Amount: \$134,300.00
  - o Marshfield Public School District 2006, 2008, 2010 ~ Contract Amount: \$210,050.00
  - o Ozark Public School District 2008, 2010 ~ Contract Amount: \$95,610.00
  - o Branson Public School District 2009 ~ Contract Amount: \$75,090.00
  - o Southwest Missouri State University 2008 ~ Contract Amount: \$265,780.00
  - o Ozark Technical Community College 2008, 2009, 2010 ~ Contract Amount: \$229,310.00
- 2008 Asphalt Maintenance Project – Missouri Department of Conservation ~  
Contract Amount: \$ 145,290.000  
At various facilities Amsinger Asphalt was a prime contractor performing the reconstruction of asphalt parking lots in Greene, Polk and Douglas Counties.
- Summers @ the River Reconstruction of Parking Lot ~ Contract Amount: \$345,690.00  
Amsinger Asphalt was a prime contractor performing the reconstruction of existing parking lots for a baseball facility in Christian County.
- MODOT ~ Reconstruction of State Hwy 5 ~ Contract Amount: \$196,205.00  
On Missouri State Highway 5 Amsinger Asphalt was a subcontractor to Willard Asphalt performing asphalt paving of detours, shoulders and intersections in Laclede and Camden Counties.
- Target ~ Asphalt Maintenance Project Missouri Region ~ Contract Amount: \$251,279.00  
Amsinger Asphalt was a prime contractor performing full depth patching, crack sealing, seal coating and pavement striping on various stores in Springfield, Branson and Joplin Missouri.
- Saddlebrooke F2 Ph3 ~ Contract Amount: \$385,959.00  
Amsinger Asphalt was a subcontractor to Saddlebrooke Development performing the placement of HMA on new subdivision streets in Christian County.

- James River Estates F1 Ph2 ~ Contract Amount: \$269,325.00  
Amsinger Asphalt was a Subcontractor to Harrington Construction performing the placement of HMA on new subdivision streets in Greene County.

# REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

**Date of RFP Issuance:**

**Project Number:**

21-002

**RFP Title:**

**Community Center Parking Lot and Palmer Patching**

**Proposals Due:**

March 31, 2021, 4:00 p.m., Local Time

**Submit Proposals to:**

**Rprice@bennett.co.us**

Town Hall 207 Muegge Way, Bennett, CO 80102-7806

**For Additional Information Please Contact:**

Robin Price Public Works Director

(303) 644-3249 Ext. 1013

Email: **rprice@bennett.co.us**

**Documents Included in This Package:**

RFP Cover Sheet

Project Background and Specifications

RFP Instructions

Terms and Conditions

Special Terms and Conditions

Pricing Form

Submission Form

Substitute Form W-9

Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

## PRINT OR TYPE YOUR INFORMATION

Name of Company:	The Perfect Patch Asphalt Company	Fax:	303-288-1200
Address:	3803 E. 64th Ave.	City/State:	Commerce City, Co.
Contact Person:	Ben Shiflett	Zip:	80022
		Title:	P.M
Authorized Representative's Signature:	Ben Shiflett	Phone:	303-288-1200
Printed Name:	Ben Shiflett	Phone:	303-898-4217
		Title:	Project Manager
Email Address:	ben@perfectpatch.us	Date:	04/05/2021

## PRICING FORM

### I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		SY	In-place Full-Depth Reclamation (FDR) to 12-inch minimum depth	\$5.48	\$22,248.80
	4,060 SY	SY	Removal of Asphalt Mat Paving Depth (4" minimum)	\$4.00	\$16,240.00
2	4,060 SY	LS	Millings disposal – all load, haul and dump at Town materials yard, 4 <sup>th</sup> and Truman, at stockpile locations specified by the Town	\$29,300.00	\$29,300.00
3	902 ton	LS	4" Full Depth Asphalt Parking Lot Paving	\$77,577.00	\$77,577.00
4	4,060 SY	SY	Subgrade prep - Scarify, Recompect and Fine Grade	\$4.00	\$16,240.00
5	6,770 SF	SF	Removal and replacement of asphalt patching as marked by the town on Palmer with a minimum of 6" depth. Price includes subgrade work and 2 lifts.	\$7.55	\$51,113.50
6	7	EACH	Light pole foundation base	\$2,500.00	\$17,500.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
Total					\$200,919.30

Not to Exceed Total:



## SUBMISSION FORM

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**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
ATTN: Purchasing  
207 Muegge Way  
Bennett, CO 80102

Attn: Person in Charge  
Title  
RFP:

Does your proposal comply with all the terms and conditions? If no, indicate exceptions

YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions

YES / NO

State percentage of prompt payment discount, if offered

0 \_\_\_\_\_ %

State total bid price (include all items bid)

\$200,919.30

State total bid price with discount

\$200,919.30

**The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.**

**DIVISION OFFICE**  
3313 Moline Street  
Aurora, CO 80010  
303-287-0777



**CORPORATE OFFICE**  
1199 Atchison Court  
Castle Rock, CO 80109  
303-841-0292

<b>To:</b>	Town Of Bennett	<b>Contact:</b>	Robin Price
<b>Address:</b>	475 S 1st St Bennett, CO 80102 USA	<b>Phone:</b>	303-644-3249
<b>Project Name:</b>	1100 E Colfax - Town Of Bennett Community Center	<b>Fax:</b>	
<b>Project Location:</b>	1100 E Colfax, Bennett, CO	<b>Bid Number:</b>	217765
		<b>Bid Date:</b>	4/5/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Full Depth Reclamation (FDR) To 16" Min Depth *Removal Of Excess Material For Min 4" GR S Or SX HMA Approved CDOT 2021 Mix *Includes 888 TONS Haul Off From FDR *Includes Fine Grading	36,000.00	SF	\$0.80	\$28,800.00
	Mobilization Asphalt Paving (EACH OCCURRENCE)	1.00	EACH	\$2,200.00	\$2,200.00
	(4") Asphalt Full Depth (PG 58-28) R20 *Approx. 36,000 SF	888.00	TON	\$91.75	\$81,474.00
	Concrete Light Pole Base	7.00	EACH	\$4,300.00	\$30,100.00
	Striping: Restripe Existing Stall Lines, Handicap Logos, And Other Markings With CDOT Approved Traffic Marking Paint.	1.00	LS	\$1,176.00	\$1,176.00
	WEST PALMER AVE: Asphalt (6") Patching R/R 1/2" SX75(58-28) R20 *Approx 6,770 SF	251.00	TON	\$200.00	\$50,200.00

**Total Bid Price: \$193,950.00**

**Notes:**

- Notes: We shall not be responsible for pavement failures due to unstable subgrade and/or frost beneath and/or adjacent to our work. We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) slope. Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner's Representative or by others.

EXCLUSION: ENGINEERING PERMITS, INSPECTION FEES, TESTING, SURVEYING, STAKING, BOND (Bond Rate 2%), TEXTURA FEES, DE-WATERING, ADJUSTMENTS OF WATER VALVES AND MANHOLES, PAVEMENT MARKINGS, LANDSCAPE REPAIR ADJACENT TO CONSTRUCTION, TRAFFIC CONTROL, SOIL STERILANT, PRIME COAT, JOINT SEALANT, BACKFILL AND SUBGRADE PREP (UNLESS OTHERWISE SPECIFIED)

THE FINAL CONTRACT PRICE WILL BE DETERMINED FROM ACTUAL FIELD MEASUREMENTS OF COMPLETED WORK AT THE UNIT PRICES SHOWN ABOVE.

- This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties, and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the Contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner any representation, promise or endorsement made by any agent of person in Contractor's employment not set forth in this Agreement and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized office of the Contractor.
- This agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.
- Contractor shall not be liable for delays or damages occasioned by causes beyond the control of Elite Surface Infrastructure, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

- If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Douglas County, Colorado.
- As directed by the Owner, construction lender, public body or any alteration or deviation from the specification that involves extra cost (subcontractor, labor, materials) will be executed only upon the parties entering into a written change order. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.
- Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payment.
- Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.
- Contractor may substitute materials without notice to Owner in order to allow work to proceed, provided that the substituted materials are of no lessor quality than those listed in the specifications.
- Contractor shall not be responsible for underlying materials of the pavement.
- The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor cost of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damages to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracing materials (sealcoat, crack filler, tar, etc.) caused by others besides employees of Elite Surface Infrastructure regardless of whether such damage occurs or is worsened during the performance of the job.
- Warranty void if Contract is not paid in full.
- If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.
- In the event the amount of Contract is not paid within 31 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify the Contractor harmless from any cost of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the maximum lawful rate of 1-1/2% per month, not to exceed 18% per year, on the unpaid balance.
- The contractor will exercise reasonable care when performing the work, but cannot be held responsible in any manner for any damages done by other tradesmen, heavy trucks or chemical spills, including products not adhering to previous chemical spills.
- This Contract shall become binding when signed by all parties and the authorized officer of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel Contract after work has started.
- Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.
- Owner further agrees that the equity in this property is securing in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by the authorized Agent of the Contractor, or upon commencement of the work.
- This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
- The proposal will expire within 30 days from date unless extended in writing by the company. After 30 days, we reserve the right to revise out price in accordance with the cost in effect at that time.
- Additional work can be done at your request, at an additional charge, while crew is on site, if time and materials are available.
- One year warranty from workmanship and materials.
- Traffic Control on city streets not included unless specifically called out in this contract.
- All Contracts subject to approval of management.
- We cannot guarantee paint adherence between October 1st and April 1st.
- By signing this contract, I acknowledge that I have read and full understand the Terms and Conditions attached to this contract.
- Any soft, frozen, unstable, or unsuitable sub grade materials encountered will be removed and replaced with Class 6 road base at an additional charge.  
Elite Surface Infrastructure will not be held responsible for any damage to new concrete due to vandalism or from application of mag chloride or any other de-icing agents. ESI will not be held responsible for conditions or materials in, under, or adjacent to the pavement such as but not limited to post tension cables, irrigation or electrical lines, etc.
- As of June 2008, the asphalt suppliers are no longer providing project pricing. Asphalt Cement will be priced to the industry monthly with no carry over pricing month to month. Firm pricing can be provided at the beginning of each month for work to be completed during that month. This project is quoted with asphalt costs valid until March 31, 2021. Elite Surface Infrastructure will not be held responsible for conditions or materials in, under, or adjacent to the pavement such as but not limited to post tension cables, irrigation or electrical lines, etc.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**ESI "Elite Surface Infrastructure"**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Daniel Lee

(303) 591-3231 daniel.lee@elitesi.com

**DIVISION OFFICE**

3313 Moline Street  
Aurora, CO 80010  
303-287-0777

**CORPORATE OFFICE**

1199 Atchison Court  
Castle Rock, CO 80109  
303-841-0292

<b>To:</b> Town Of Bennett		<b>Contact:</b> Robin Price	
<b>Address:</b> 475 S 1st St Bennett, CO 80102 USA		<b>Phone:</b> 303-644-3249	
		<b>Fax:</b>	
<b>Project Name:</b> 1100 E Colfax - Town Of Bennett Community Center		<b>Bid Number:</b> 217765	
<b>Project Location:</b> 1100 E Colfax, Bennett, CO		<b>Bid Date:</b> 4/5/2021	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Full Depth Reclamation (FDR) To 16" Min Depth	36,000.00	SF	\$0.80	\$28,800.00
	*Removal Of Excess Material For Min 4" GR S Or SX				
	HMA Approved CDOT 2021 Mix				
	*Includes 888 TONS Haul Off From FDR				
	*Includes Fine Grading				
	Mobilization Asphalt Paving (EACH OCCURRENCE)	1.00	EACH	\$2,200.00	\$2,200.00
	(4") Asphalt Full Depth (PG 58-28) R20	888.00	TON	\$91.75	\$81,474.00
	*Approx. 36,000 SF				
	Striping: Restripe Existing Stall Lines, Handicap Logos, And Other Markings With CDOT Approved Traffic Marking Paint.	1.00	LS	\$1,176.00	\$1,176.00
	WEST PALMER AVE: Asphalt (6") Patching R/R 1/2" SX75(58-28) R20	251.00	TON	\$200.00	\$50,200.00
	*Approx 6,770 SF				

**Total Bid Price: \$163,850.00**

**Notes:**

- Notes: We shall not be responsible for pavement failures due to unstable subgrade and/or frost beneath and/or adjacent to our work. We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) slope. Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner's Representative or by others.

**EXCLUSION: ENGINEERING PERMITS, INSPECTION FEES, TESTING, SURVEYING, STAKING, BOND (Bond Rate 2%), TEXTURA FEES, DE-WATERING, ADJUSTMENTS OF WATER VALVES AND MANHOLES, PAVEMENT MARKINGS, LANDSCAPE REPAIR ADJACENT TO CONSTRUCTION, TRAFFIC CONTROL, SOIL STERILANT, PRIME COAT, JOINT SEALANT, BACKFILL AND SUBGRADE PREP (UNLESS OTHERWISE SPECIFIED)**

**THE FINAL CONTRACT PRICE WILL BE DETERMINED FROM ACTUAL FIELD MEASUREMENTS OF COMPLETED WORK AT THE UNIT PRICES SHOWN ABOVE.**

- This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties, and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the Contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner any representation, promise or endorsement made by any agent of person in Contractor's employment not set forth in this Agreement and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized office of the Contractor.
- This agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.
- Contractor shall not be liable for delays or damages occasioned by causes beyond the control of Elite Surface Infrastructure, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
- If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Douglas County, Colorado.

- As directed by the Owner, construction lender, public body or any alteration or deviation from the specification that involves extra cost (subcontractor, labor, materials) will be executed only upon the parties entering into a written change order. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.
  - Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payment.
  - Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies.
  - Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.
  - Contractor may substitute materials without notice to Owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.
  - Contractor shall not be responsible for underlying materials of the pavement.
  - The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor cost of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damages to the structure, its contents, floors, carpets and walkways that is caused by the condition of trading materials (sealcoat, crack filler, tar, etc.) caused by others besides employees of Elite Surface Infrastructure regardless of whether such damage occurs or is worsened during the performance of the job.
  - Warranty void if Contract is not paid in full.
  - If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.
  - In the event the amount of Contract is not paid within 31 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify the Contractor harmless from any cost of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the maximum lawful rate of 1-1/2% per month, not to exceed 18% per year, on the unpaid balance.
  - The contractor will exercise reasonable care when performing the work, but cannot be held responsible in any manner for any damages done by other tradesmen, heavy trucks or chemical spills, including products not adhering to previous chemical spills.
  - This Contract shall become binding when signed by all parties and the authorized officer of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel Contract after work has started.
  - Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.
  - Owner further agrees that the equity in this property is securing in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by the authorized Agent of the Contractor, or upon commencement of the work.
  - This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
  - The proposal will expire within 30 days from date unless extended in writing by the company. After 30 days, we reserve the right to revise out price in accordance with the cost in effect at that time.
  - Additional work can be done at your request, at an additional charge, while crew is on site, if time and materials are available.
  - One year warranty from workmanship and materials.
  - Traffic Control on city streets not included unless specifically called out in this contract.
  - All Contracts subject to approval of management.
  - We cannot guarantee paint adherence between October 1st and April 1st.
  - By signing this contract, I acknowledge that I have read and full understand the Terms and Conditions attached to this contract.
  - Any soft, frozen, unstable, or unsuitable sub grade materials encountered will be removed and replaced with Class 6 road base at an additional charge.
- Elite Surface Infrastructure will not be held responsible for any damage to new concrete due to vandalism or from application of mag chloride or any other de-icing agents. ESI will not be held responsible for conditions or materials in, under, or adjacent to the pavement such as but not limited to post tension cables, irrigation or electrical lines, etc.
- As of June 2008, the asphalt suppliers are no longer providing project pricing. Asphalt Cement will be priced to the industry monthly with no carry over pricing month to month. Firm pricing can be provided at the beginning of each month for work to be completed during that month.
- This project is quoted with asphalt costs valid until March 31, 2021. Elite Surface Infrastructure will not be held responsible for conditions or materials in, under, or adjacent to the pavement such as but not limited to post tension cables, irrigation or electrical lines, etc.

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b></p> <p><b>ESI "Elite Surface Infrastructure"</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Daniel Lee</p> <p>(303) 591-3231    daniel.lee@elitesi.com</p>
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SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
ATTN: Purchasing  
207 Muegge Way  
Bennett, CO 80102

Attn: Person in Charge  
Title  
RFP:

Does your proposal comply with all the terms and conditions? If no, indicate exceptions	YES / NO
Does your proposal meet or exceed all specifications? If no, indicate exceptions	YES / NO
State percentage of prompt payment discount, if offered	N/A %
State total bid price (include all items bid)	\$163,850.00
State total bid price with discount	\$163,850.00

The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.

### Suggested Motion

I move to authorize the Mayor and the Town of Bennett to sign a standard Town Construction Contract Agreement with Elite Surface Infrastructure for a total contract in the amount of and not to exceed \$163,850 for the completion of the Community Center parking lot and Palmer Avenue patching.



# STAFF REPORT



TO: Mayor and Town of Bennett Board of Trustees  
FROM: Danette Ruvalcaba, Director of Finance  
DATE: April 13, 2021  
SUBJECT: Ordinance Authorizing 2021 Certificate of Participation Issuance

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## Background

On January 26, 2021, the Board provided direction to the Director of Finance to pursue a Certificate of Participation (COP) issuance with Stifel, Nicolaus & Company to finance the construction of the Public Works North Municipal Complex and refinance current debt for Town Hall.

## Status

Town staff is in the process of finalizing the Preliminary Official Statement for the issuance and has completed the ratings call with Standard and Poors.

Tonight we are presenting the ordinance required for the new debt issuance, authorization of \$4 million with a 25-year term for construction funding of NOMCOM and refinancing of Town Hall's current debt.

## Staff Recommendation

Staff recommends the approval of Ordinance 723-21 for the Certificate of Participation Issuance.

### **Recommended motion:**

I move to approve Ordinance No. 723-21, an ordinance authorizing the execution and delivery of a site lease, a lease purchase agreement, a certificate purchase agreement, a continuing disclosure certificate, a reserve account contract and certain other documents relating thereto; providing other details in connection therewith; ratifying and approving the preparation, distribution and use of the preliminary official statement and final official statement relating to the certificates of participation evidencing undivided interests in the right to receive certain rental payments made by the Town under such lease purchase agreement; approving the forms of such certificates of participation and an indenture of trust providing the terms thereof; authorizing the sale of such certificates of participation; and providing the effective date of this ordinance.

## Attachments

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1. Ordinance 723-21
2. Certificate of Participation Series 2021 report prepared by Stifel, Nicolaus & Company

## **ORDINANCE NO. 723-21**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE PURCHASE AGREEMENT, A CERTIFICATE PURCHASE AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, A RESERVE ACCOUNT CONTRACT AND CERTAIN OTHER DOCUMENTS RELATING THERETO; PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING AND APPROVING THE PREPARATION, DISTRIBUTION AND USE OF THE PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT RELATING TO THE CERTIFICATES OF PARTICIPATION EVIDENCING UNDIVIDED INTERESTS IN THE RIGHT TO RECEIVE CERTAIN RENTAL PAYMENTS MADE BY THE TOWN UNDER SUCH LEASE PURCHASE AGREEMENT; APPROVING THE FORMS OF SUCH CERTIFICATES OF PARTICIPATION AND AN INDENTURE OF TRUST PROVIDING THE TERMS THEREOF; AUTHORIZING THE SALE OF SUCH CERTIFICATES OF PARTICIPATION; AND PROVIDING THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town of Bennett, Colorado (the “Town”) is a municipal corporation duly organized and operating as a statutory town under the Constitution and laws of the State of Colorado (the “State”); and

WHEREAS, the members of the Board of Trustees of the Town (the “Board”) have been duly elected and qualified; and

WHEREAS, the Town is authorized, pursuant to Section 31-15-801, Colorado Revised Statutes, as amended (“C.R.S.”) to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property within a period not to exceed the useful life of such property and in no case exceeding 30 years; and

WHEREAS, the Board desires to lease the Leased Property (as defined in the herein-defined Lease) to [UMB Bank, n.a.], as trustee (the “Trustee”) under the Indenture (defined herein) pursuant to the Site Lease between the Town, as lessor, and the Trustee, as Lessee, and has determined and now hereby determines that the same is in the best interests of the Town and its inhabitants; and

WHEREAS, the Board desires to lease back the Leased Property from the Trustee pursuant to the Lease Purchase Agreement between the Trustee, as lessor, and the Town, as lessee (the “Lease”); and

WHEREAS, the Board desires to enter into the Lease, pursuant to which the Town, as lessee, will lease, with an option to purchase, the Leased Property and certain Improvements (as defined in the Lease) to be constructed, acquired and installed thereon and thereto (collectively, as defined in the Lease, the “Project”) from the Trustee; and

WHEREAS, the Town has previously entered into a Lease Purchase Agreement, dated as of May 17, 2017, with Key Government Finance, Inc. in the principal amount of \$1,454,400 (the “2017 Lease”); and

WHEREAS, the 2017 Lease, as of the date of issuance of the Certificates, will be subject to termination at the option of the Town by the Town's payment of the remaining balance of the 2017 Lease plus a prepayment premium of 1% (the "Purchase Option Price"); and

WHEREAS, the Town desires to pay the Purchase Option Price to prepay the 2017 Lease (the "Refunding Project"); and

WHEREAS, in order to (a) finance the lease by the Trustee of the Leased Property from the Town pursuant to the Site Lease and the Project, and (b) accomplish the Refunding Project, the Trustee will execute and deliver the [Refunding and Improvement] Certificates of Participation, Series 2021, evidencing undivided interests in the right to receive certain revenues payable by the Town under a Lease Purchase Agreement dated as of the date of issuance of the certificates (the "Certificates"), pursuant to an Indenture of Trust entered into by the Trustee dated as of the date of issuance of the Certificates (the "Indenture"); and

WHEREAS, the net proceeds received by the Trustee from the sale of the Certificates will be used by the Trustee (a) to pay all rent due to the Town under the Site Lease, (b) to finance the cost of constructing the Improvements to a portion of the Leased Property, which Improvements will become part of the Leased Property and will be owned by the Town, subject to the Site Lease and the Lease, and (c) to accomplish the Refunding Project, which the Board has determined and now hereby determines is in the best interest of the Town and its inhabitants; and

WHEREAS, the rental payment received by the Town from the Trustee under the Site Lease will be applied by the Town to finance certain capital projects of the Town, which the Board has determined and now hereby determines is in the best interest of the Town and its inhabitants; and

WHEREAS, the Lease shall expire on December 31 of any Town fiscal year (a "Fiscal Year") if the Town has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals (as defined in the Lease) scheduled to be paid and all Additional Rentals (as defined in the Lease) estimated to be payable in the next ensuing Fiscal Year, and in certain other circumstances set forth in the Lease, and shall not constitute a mandatory charge or requirement against the Town in any ensuing budget year unless the Town decides to renew the Lease by appropriating the necessary such amounts; and

WHEREAS, the Certificates shall evidence assignments of undivided interests in the right to receive certain revenues payable pursuant to the annually renewable Lease, shall be payable solely from the sources provided in the Lease and the Indenture, and shall not be construed or interpreted (a) to directly or indirectly obligate the Town to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the Town; (d) as a loan or pledge of the credit or faith of the Town or as creating any responsibility by the Town for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a

donation or grant by the Town to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution; and

WHEREAS, the Town has received a proposal from Stifel, Nicolaus & Company, Incorporated, of Denver, Colorado (the “Underwriter”) for the purchase of the Certificates; and

WHEREAS, the Board desires to authorize and ratify the preparation and distribution of the preliminary official statement (the “Preliminary Official Statement”) and the final Official Statement (the “Official Statement”) relating to the Certificates and the public distribution of the same by the Underwriter in connection with the offer and sale of the Certificates; and

WHEREAS, the Board desires that the Certificates will be purchased by the Underwriter pursuant to a Certificate Purchase Agreement among the Town, the Trustee and [\_\_\_\_\_] (the “Certificate Purchase Agreement”); and

WHEREAS, in order to implement the transactions described above, the Board desires (a) to authorize and approve the execution and delivery by the Town of, and the performance by the Town of its obligations under, the Site Lease, the Lease, the Certificate Purchase Agreement, the Reserve Account Contract and certain other documents, (b) to ratify and approve the preparation and use of the Preliminary Official Statement in the offering and sale of the Certificates, (c) to authorize the preparation, use and execution of the Official Statement, (d) to approve the form of the Indenture and the Certificates and (e) to authorize, approve, ratify, make findings and take other actions with respect to the foregoing and related matters;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

**Section 1.** The Board hereby approves the following documents, copies of which have been made available to the Board, authorizes the Mayor or the Mayor Pro Tem of the Town to execute and deliver, and the Town Clerk of the Town or any Deputy, Assistant Town Clerk or any other authorized employee of the Town are hereby authorized and directed to affix the seal of the Town to, and attest to, such documents in the respective forms made available to the Board, with such changes therein, not inconsistent herewith, as are approved by the persons executing the same (whose signature thereon shall constitute conclusive evidence of such approval), and authorizes and directs the performance by the Town of its obligations under such documents in the form in which they are executed and delivered:

(a) the Site Lease dated as of the date of issuance of the Certificates (the “Site Lease”) between the Town, as lessor, and the Trustee, as lessee; provided that (i) the term thereof shall not extend beyond December 31, 20[\_\_\_], and (ii) the rent payable by the Trustee to the Town under Section 5 of the Site Lease shall not be less than \$[\_\_\_\_\_] (which amount does not include amounts deposited in any fund held by the Trustee pursuant to the Indenture);

(b) the Lease Purchase Agreement dated as of the date of issuance of the Certificates (the “Lease”) between the Trustee, as lessor, and the Town, as lessee; provided that (i) the Base Rentals that are payable by the Town pursuant to the Lease

shall not exceed \$[\_\_\_\_\_] per year, and (ii) the Scheduled Lease Term (as defined in the Lease) shall not extend beyond December 31, 20[\_\_\_];

(c) the Certificate Purchase Agreement; and

(d) the Continuing Disclosure Certificate of the Town dated as of the date of issuance of the Certificates.

The Board hereby elects to apply all of the provisions of the Supplemental Act to the Site Lease and the Lease Purchase Agreement, except that it shall not apply Section 11-57-211 thereof. In connection therewith the Board hereby delegates to each of the Mayor, the Town Administrator and the Town Director of Finance independent authority to make any determination delegable pursuant to §11-57-205(1)(a-i) C.R.S., as amended, in relation to the Site Lease and the Lease Purchase Agreement subject to the foregoing parameters.

**Section 2.** The Board hereby approves the form of the Indenture, a copy of which has been made available to the Board, with changes therein, not inconsistent herewith, as are approved by the Town Administrator; provided that (a) the aggregate principal amount of Certificates authorized to be executed and delivered thereunder shall not exceed \$[\_\_\_\_\_] and, (b) the final maturity of the Certificates authorized thereby shall be not later than December 31, 20[\_\_\_]. [split parameters between refunding and new money?]

**Section 3.** The Board hereby approves the form of the Certificates, as set forth as an Exhibit to the Indenture, and authorizes the preparation of the Certificates in a form not inconsistent with the Indenture or this Ordinance, with changes therein, not inconsistent herewith, as are approved by the Town Administrator.

**Section 4.** The Board hereby ratifies the preparation and use of the Preliminary Official Statement in connection with the sale of the Certificates; authorizes the preparation and use of Official Statement in substantially the form of the Preliminary Official Statement, with such changes therein, not inconsistent herewith, as are approved by the Town Administrator; and authorizes the Mayor, any other Board Trustee and the Town Administrator to execute the Official Statement.

**Section 5.** The Board hereby adopts, as if set forth in full herein, all the representations, covenants, agreements, findings, determinations and statements of or by the Town set forth in the documents described in Section 1 hereof and in the Preliminary Official Statement and the Official Statement.

**Section 6.** The officers, employees and agents of the Town are authorized and directed to take all action necessary or appropriate to carry out the provisions of this Ordinance and the documents referred to herein and to carry out the transactions described herein or in such documents, including, without limitation, the execution and delivery of such certificates as may reasonably be required by the Underwriter, relating, among other matters, to the tenure and identity of the officials of the Town and the Board, the receipt of the purchase price for the Certificates, the absence of litigation, pending or threatened, expectations and covenants relating to the exclusion from gross income for federal income tax purposes of the portion of Base Rentals which is designated in the Lease and paid as interest on the Certificates, the sale and

issuance of the Certificates, the purchase of a Reserve Account Contract and the investment of the proceeds of the Certificates.

In the event the Chair, the Clerk to the Board, the Chief Financial Officer or other employee or official of the Town that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the “Authorized Documents”) is not able to be physically present to manually sign any such Authorized Document, such individual or individuals are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

**Section 7.** No provision of this Ordinance or any of the documents or instruments described herein shall be construed or interpreted (a) to directly or indirectly obligate the Town to make any payment in any Fiscal Year in excess of amounts appropriated by the Town for Base Rentals and Additional Rentals for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the Town; (d) as a loan or pledge of the credit or faith of the Town or as creating any responsibility by the Town for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the Town to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution. The term of the Lease shall not extend beyond the Lease Term (as defined in the Lease), and the Town shall have no obligation to make any payment beyond the current Fiscal Year in accordance with the provisions of the Lease.

**Section 8.** The Board hereby determines and declares that the Base Rentals due under the Lease, as determined in accordance with the parameters set forth in Section 1(b) hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable amount so as to place the Town under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee’s leasehold interest in the Leased Property pursuant to the Lease. The Board hereby determines and declares that the period during which the Town has an option to purchase the Trustee’s leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property.

The Board hereby further determines that the amount of rental payments to be received by the Town from the Trustee pursuant to the Site Lease, in the minimum amount set forth in Section 1(a) hereof, is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Site Lease as provided therein.

**Section 9.** All action previously taken by the Board and the officers, employees and agents of the Town directed toward the transactions described herein or in the documents referred to herein are hereby ratified, approved and confirmed.



**Section 10.** All prior acts, orders or resolutions, or parts thereof, of the Town in conflict with this Ordinance are hereby repealed, except that this repealer shall not be construed to revive an act, order or resolution, or part thereof, heretofore repealed.

**Section 11.** If any section, paragraph, clause or provision of this Ordinance or any of the documents referred to herein (other than provisions as to the payment of Base Rentals and Additional Rentals by the Town during the Lease, including the requirement that the obligations of the Town to pay Base Rentals and Additional Rentals under the Lease are conditioned upon the prior appropriation by the Town of amounts for such purposes in accordance with the requirements of state law of the State, provisions for the quiet enjoyment of the Leased Property by the Town during the Lease Term and provisions for the transfer of the Leased Property to the Town or its designee) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Ordinance.

**Section 12.** The Board hereby finds, determines and declares, pursuant to the laws of the State of Colorado, that the Project and the Refunding Project are necessary, convenient, and in furtherance of the governmental purposes of the Town and in the best interests of the Town and its inhabitants; and the Board hereby authorizes the Project and the Refunding Project.

**Section 13.** [The Board hereby designates the Lease as a “qualified tax-exempt obligation” for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.]

**Section 14.** This Ordinance shall be in full force and effect 30 days after publication following final passage. This Ordinance, as adopted by the Board, shall be numbered and recorded by the Town Clerk in the official records of the Town. The adoption and publication shall be authenticated by the signatures of the Mayor and Town Clerk, and by the certificate of publication.

[remainder of page intentionally left blank]

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED BY  
TITLE ONLY ON APRIL 13, 2021.

---

Royce Pindell, Mayor

ATTEST:

---

Christina Hart, Town Clerk

STATE OF COLORADO )  
 ) ss  
COUNTY OF ADAMS )

I, Christina Hart, Clerk to the Board of Trustees of the Town of Bennett, Colorado (the “Town”), do hereby certify that:

1. Attached is a true and correct copy of an ordinance (the “Ordinance”) adopted by the Board of Trustees (the “Board”) at a regular meeting held on April 13, 2021.

2. The Ordinance was duly moved, seconded and adopted at such meeting by the affirmative vote of a majority of the members of the Board as follows:

<u>Board Member</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Abstaining</u>
Royce Pindell, Mayor	_____	_____	_____	_____
Darvin Harrell, Mayor Pro Tem	_____	_____	_____	_____
Whitney Oakley	_____	_____	_____	_____
Rich Pulliam	_____	_____	_____	_____
Denice Smith	_____	_____	_____	_____
Donna Sus	_____	_____	_____	_____
Larry Vittum	_____	_____	_____	_____

3. The Ordinance was duly approved by the Board, signed by the Mayor, sealed with the Town's seal, attested by the Town Clerk and recorded in the minutes of the Board.

4. That the Ordinance was published by title only in the Eastern Colorado News, a newspaper of general circulation within the Town, on [April 16], 2021. The affidavit of publication is attached hereto as Appendix A.

5. That notice of the regular meeting on April 13, 2021, in the form attached hereto as Appendix B, was posted at the Bennett Town Hall, 207 Muegge Way, Bennett, CO 80102 and/or the Town's website at <https://townofbennett.colorado.gov/>, not less than 24 hours prior to the meeting.

6. The meeting at which the Ordinance was adopted was noticed, and all proceedings relating to the adoption of the Ordinance were conducted in accordance with all applicable bylaws, rules, regulations and Ordinances of the Town, in accordance with the normal procedures of the Town relating to such matters, and in accordance with applicable constitutional provisions and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand and the seal of the Town this 13th day of April, 2021.

---

Christina Hart  
Town Clerk

[SEAL]

**EXHIBIT A**

(Attach Affidavit of Publication)

## **EXHIBIT B**

(Attach Notice of Meeting for April 13,2021)

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**SOURCES AND USES OF FUNDS****Town of Bennett  
Certificates of Participation, Series 2021**

Dated Date 05/18/2021  
Delivery Date 05/18/2021

Sources:	Certificates of Participation, Series 2021 (New Money)	Certificates of Participation, Series 2021 (Refunding)	Total
Bond Proceeds:			
Par Amount	2,590,000.00	1,160,000.00	3,750,000.00
Premium	233,241.40	104,368.35	337,609.75
	2,823,241.40	1,264,368.35	4,087,609.75
Other Sources of Funds:			
Cash Contribution	300,000.00		300,000.00
DOLA Grant	489,000.00		489,000.00
	789,000.00		789,000.00
	3,612,241.40	1,264,368.35	4,876,609.75

Uses:	Certificates of Participation, Series 2021 (New Money)	Certificates of Participation, Series 2021 (Refunding)	Total
Project Fund Deposits:			
Project Fund	3,500,000.00		3,500,000.00
Refunding Escrow Deposits:			
Cash Deposit		1,214,102.47	1,214,102.47
Delivery Date Expenses:			
Cost of Issuance	58,706.67	26,293.33	85,000.00
Underwriter's Discount	24,605.00	11,020.00	35,625.00
Insurance Expense (60 bps)	22,512.53	10,082.83	32,595.36
Surety Premium (4%)	6,251.91	2,800.09	9,052.00
	112,076.11	50,196.25	162,272.36
Other Uses of Funds:			
Additional Proceeds	165.29	69.63	234.92
	3,612,241.40	1,264,368.35	4,876,609.75

**BOND PRICING****Town of Bennett  
Certificates of Participation, Series 2021**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Serial Bond:								
	12/01/2021	45,000	4.000%	0.310%	101.974			
	12/01/2022	100,000	4.000%	0.410%	105.491			
	12/01/2023	100,000	4.000%	0.560%	108.650			
	12/01/2024	110,000	4.000%	0.770%	111.245			
	12/01/2025	115,000	4.000%	0.940%	113.557			
	12/01/2026	115,000	4.000%	1.080%	115.650			
	12/01/2027	125,000	4.000%	1.270%	117.070			
	12/01/2028	125,000	4.000%	1.420%	118.376			
	12/01/2029	130,000	4.000%	1.570%	119.341			
	12/01/2030	135,000	4.000%	1.720%	119.973			
		1,100,000						
Term Bond 2033:	12/01/2033	440,000	3.000%	1.950%	109.956 C	2.093%	12/01/2031	100.000
Term Bond 2036:	12/01/2037	655,000	3.000%	2.140%	108.073 C	2.405%	12/01/2031	100.000
Term Bond 2041:	12/01/2041	730,000	3.000%	2.340%	106.130 C	2.612%	12/01/2031	100.000
Term Bond 2045:	12/01/2045	825,000	3.000%	2.490%	104.700 C	2.736%	12/01/2031	100.000
		3,750,000						

**BOND PRICING**

**Town of Bennett  
Certificates of Participation, Series 2021**

Dated Date	05/18/2021	
Delivery Date	05/18/2021	
First Coupon	12/01/2021	
Par Amount	3,750,000.00	
Premium	337,609.75	
Production	4,087,609.75	109.002927%
Underwriter's Discount	-35,625.00	-0.950000%
Purchase Price	4,051,984.75	108.052927%
Accrued Interest		
Net Proceeds	4,051,984.75	

**BOND DEBT SERVICE****Town of Bennett  
Certificates of Participation, Series 2021**

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2021	45,000	4.000%	66,209.72	111,209.72
12/01/2022	100,000	4.000%	121,700.00	221,700.00
12/01/2023	100,000	4.000%	117,700.00	217,700.00
12/01/2024	110,000	4.000%	113,700.00	223,700.00
12/01/2025	115,000	4.000%	109,300.00	224,300.00
12/01/2026	115,000	4.000%	104,700.00	219,700.00
12/01/2027	125,000	4.000%	100,100.00	225,100.00
12/01/2028	125,000	4.000%	95,100.00	220,100.00
12/01/2029	130,000	4.000%	90,100.00	220,100.00
12/01/2030	135,000	4.000%	84,900.00	219,900.00
12/01/2031	145,000	3.000%	79,500.00	224,500.00
12/01/2032	145,000	3.000%	75,150.00	220,150.00
12/01/2033	150,000	3.000%	70,800.00	220,800.00
12/01/2034	160,000	3.000%	66,300.00	226,300.00
12/01/2035	160,000	3.000%	61,500.00	221,500.00
12/01/2036	165,000	3.000%	56,700.00	221,700.00
12/01/2037	170,000	3.000%	51,750.00	221,750.00
12/01/2038	175,000	3.000%	46,650.00	221,650.00
12/01/2039	180,000	3.000%	41,400.00	221,400.00
12/01/2040	185,000	3.000%	36,000.00	221,000.00
12/01/2041	190,000	3.000%	30,450.00	220,450.00
12/01/2042	195,000	3.000%	24,750.00	219,750.00
12/01/2043	205,000	3.000%	18,900.00	223,900.00
12/01/2044	210,000	3.000%	12,750.00	222,750.00
12/01/2045	215,000	3.000%	6,450.00	221,450.00
	3,750,000		1,682,559.72	5,432,559.72

**BOND SUMMARY STATISTICS****Town of Bennett  
Certificates of Participation, Series 2021**

Dated Date	05/18/2021
Delivery Date	05/18/2021
First Coupon	12/01/2021
Last Maturity	12/01/2045
Arbitrage Yield	2.213760%
True Interest Cost (TIC)	2.438568%
Net Interest Cost (NIC)	2.554708%
All-In TIC	2.720209%
Average Coupon	3.113521%
Average Life (years)	14.411
Duration of Issue (years)	11.489
Par Amount	3,750,000.00
Bond Proceeds	4,087,609.75
Total Interest	1,682,559.72
Net Interest	1,380,574.97
Total Debt Service	5,432,559.72
Maximum Annual Debt Service	226,300.00
Average Annual Debt Service	221,410.79
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	9.500000
Total Underwriter's Discount	9.500000
Bid Price	108.052927

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bond	1,100,000.00	114.309	4.000%	5.577	635.70
Term Bond 2033	440,000.00	109.956	3.000%	11.547	440.00
Term Bond 2036	655,000.00	108.073	3.000%	15.063	641.90
Term Bond 2041	730,000.00	106.130	3.000%	19.070	700.80
Term Bond 2045	825,000.00	104.700	3.000%	23.076	783.75
	3,750,000.00			14.411	3,202.15

**BOND SUMMARY STATISTICS****Town of Bennett  
Certificates of Participation, Series 2021**

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,750,000.00	3,750,000.00	3,750,000.00
+ Accrued Interest			
+ Premium (Discount)	337,609.75	337,609.75	337,609.75
- Underwriter's Discount	-35,625.00	-35,625.00	
- Cost of Issuance Expense		-85,000.00	
- Other Amounts		-41,647.36	-41,647.36
Target Value	4,051,984.75	3,925,337.39	4,045,962.39
Target Date	05/18/2021	05/18/2021	05/18/2021
Yield	2.438568%	2.720209%	2.213760%

**BOND SUMMARY STATISTICS****Town of Bennett  
Certificates of Participation, Series 2021**

Dated Date	05/18/2021
Delivery Date	05/18/2021
First Coupon	12/01/2021
Last Maturity	12/01/2045
Arbitrage Yield	2.213760%
True Interest Cost (TIC)	2.438568%
Net Interest Cost (NIC)	2.554708%
All-In TIC	2.720209%
Average Coupon	3.113521%
Average Life (years)	14.411
Duration of Issue (years)	11.489
Par Amount	3,750,000.00
Bond Proceeds	4,087,609.75
Total Interest	1,682,559.72
Net Interest	1,380,574.97
Total Debt Service	5,432,559.72
Maximum Annual Debt Service	226,300.00
Average Annual Debt Service	221,410.79
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	9.500000
Total Underwriter's Discount	9.500000
Bid Price	108.052927

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bond	1,100,000.00	114.309	4.000%	5.577	635.70
Term Bond 2033	440,000.00	109.956	3.000%	11.547	440.00
Term Bond 2036	655,000.00	108.073	3.000%	15.063	641.90
Term Bond 2041	730,000.00	106.130	3.000%	19.070	700.80
Term Bond 2045	825,000.00	104.700	3.000%	23.076	783.75
	3,750,000.00			14.411	3,202.15



**BOND SUMMARY STATISTICS****Town of Bennett  
Certificates of Participation, Series 2021**

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,750,000.00	3,750,000.00	3,750,000.00
+ Accrued Interest			
+ Premium (Discount)	337,609.75	337,609.75	337,609.75
- Underwriter's Discount	-35,625.00	-35,625.00	
- Cost of Issuance Expense		-85,000.00	
- Other Amounts		-41,647.36	-41,647.36
Target Value	4,051,984.75	3,925,337.39	4,045,962.39
Target Date	05/18/2021	05/18/2021	05/18/2021
Yield	2.438568%	2.720209%	2.213760%

**SUMMARY OF BONDS REFUNDED****Town of Bennett  
Certificates of Participation, Series 2021 (Refunding)**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Lease Purchase Agreement, Series 2017, 2017, TERM:	12/01/2031	3.080%	1,197,000.00	05/18/2021	100.000
			1,197,000.00		

**SAVINGS**

**Town of Bennett**  
**Certificates of Participation, Series 2021 (Refunding)**

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 05/18/2021 @ 2.2137600%
12/01/2021	100,867.60	35,479.44	65,388.16	64,822.57
12/01/2022	100,796.40	67,600.00	33,196.40	32,078.04
12/01/2023	100,866.68	66,400.00	34,466.68	32,576.48
12/01/2024	100,872.28	70,200.00	30,672.28	28,352.33
12/01/2025	100,813.20	68,800.00	32,013.20	28,944.62
12/01/2026	100,889.44	67,400.00	33,489.44	29,617.15
12/01/2027	100,794.84	71,000.00	29,794.84	25,768.50
12/01/2028	100,832.48	69,400.00	31,432.48	26,591.08
12/01/2029	100,896.20	67,800.00	33,096.20	27,386.89
12/01/2030	100,882.92	66,200.00	34,682.92	28,072.68
12/01/2031	474,992.64	69,600.00	405,392.64	321,420.81
12/01/2032		68,250.00	-68,250.00	-53,041.90
12/01/2033		66,900.00	-66,900.00	-50,856.82
12/01/2034		70,550.00	-70,550.00	-52,453.22
12/01/2035		69,050.00	-69,050.00	-50,215.81
12/01/2036		67,550.00	-67,550.00	-48,050.97
12/01/2037		71,050.00	-71,050.00	-49,430.85
12/01/2038		69,400.00	-69,400.00	-47,226.72
12/01/2039		67,750.00	-67,750.00	-45,095.16
12/01/2040		66,100.00	-66,100.00	-43,034.03
12/01/2041		69,450.00	-69,450.00	-44,222.66
12/01/2042		67,650.00	-67,650.00	-42,133.13
12/01/2043		70,850.00	-70,850.00	-43,157.98
12/01/2044		68,900.00	-68,900.00	-41,050.33
12/01/2045		66,950.00	-66,950.00	-39,014.01
	1,483,504.68	1,680,279.44	-196,774.76	-3,352.44

**Savings Summary**

PV of savings from cash flow	-3,352.44
Plus: Refunding funds on hand	69.63
Net PV Savings	-3,282.81

**ESCROW REQUIREMENTS****Town of Bennett  
Certificates of Participation, Series 2021 (Refunding)**

Period Ending	Interest	Principal Redeemed	Total
05/18/2021	17,102.47	1,197,000.00	1,214,102.47
	17,102.47	1,197,000.00	1,214,102.47

## **ORDINANCE NO. 723-21**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE PURCHASE AGREEMENT, A CERTIFICATE PURCHASE AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, A RESERVE ACCOUNT CONTRACT AND CERTAIN OTHER DOCUMENTS RELATING THERETO; PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING AND APPROVING THE PREPARATION, DISTRIBUTION AND USE OF THE PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT RELATING TO THE CERTIFICATES OF PARTICIPATION EVIDENCING UNDIVIDED INTERESTS IN THE RIGHT TO RECEIVE CERTAIN RENTAL PAYMENTS MADE BY THE TOWN UNDER SUCH LEASE PURCHASE AGREEMENT; APPROVING THE FORMS OF SUCH CERTIFICATES OF PARTICIPATION AND AN INDENTURE OF TRUST PROVIDING THE TERMS THEREOF; AUTHORIZING THE SALE OF SUCH CERTIFICATES OF PARTICIPATION; AND PROVIDING THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town of Bennett, Colorado (the “Town”) is a municipal corporation duly organized and operating as a statutory town under the Constitution and laws of the State of Colorado (the “State”); and

WHEREAS, the members of the Board of Trustees of the Town (the “Board”) have been duly elected and qualified; and

WHEREAS, the Town is authorized, pursuant to Section 31-15-801, Colorado Revised Statutes, as amended (“C.R.S.”) to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property within a period not to exceed the useful life of such property and in no case exceeding 30 years; and

WHEREAS, the Board desires to lease the Leased Property (as defined in the herein-defined Lease) to [UMB Bank, n.a.], as trustee (the “Trustee”) under the Indenture (defined herein) pursuant to the Site Lease between the Town, as lessor, and the Trustee, as Lessee, and has determined and now hereby determines that the same is in the best interests of the Town and its inhabitants; and

WHEREAS, the Board desires to lease back the Leased Property from the Trustee pursuant to the Lease Purchase Agreement between the Trustee, as lessor, and the Town, as lessee (the “Lease”); and

WHEREAS, the Board desires to enter into the Lease, pursuant to which the Town, as lessee, will lease, with an option to purchase, the Leased Property and certain Improvements (as defined in the Lease) to be constructed, acquired and installed thereon and thereto (collectively, as defined in the Lease, the “Project”) from the Trustee; and

WHEREAS, the Town has previously entered into a Lease Purchase Agreement, dated as of May 17, 2017, with Key Government Finance, Inc. in the principal amount of \$1,454,400 (the “2017 Lease”); and

WHEREAS, the 2017 Lease, as of the date of issuance of the Certificates, will be subject to termination at the option of the Town by the Town's payment of the remaining balance of the 2017 Lease plus a prepayment premium of 1% (the "Purchase Option Price"); and

WHEREAS, the Town desires to pay the Purchase Option Price to prepay the 2017 Lease (the "Refunding Project"); and

WHEREAS, in order to (a) finance the lease by the Trustee of the Leased Property from the Town pursuant to the Site Lease and the Project, and (b) accomplish the Refunding Project, the Trustee will execute and deliver the [Refunding and Improvement] Certificates of Participation, Series 2021, evidencing undivided interests in the right to receive certain revenues payable by the Town under a Lease Purchase Agreement dated as of the date of issuance of the certificates (the "Certificates"), pursuant to an Indenture of Trust entered into by the Trustee dated as of the date of issuance of the Certificates (the "Indenture"); and

WHEREAS, the net proceeds received by the Trustee from the sale of the Certificates will be used by the Trustee (a) to pay all rent due to the Town under the Site Lease, (b) to finance the cost of constructing the Improvements to a portion of the Leased Property, which Improvements will become part of the Leased Property and will be owned by the Town, subject to the Site Lease and the Lease, and (c) to accomplish the Refunding Project, which the Board has determined and now hereby determines is in the best interest of the Town and its inhabitants; and

WHEREAS, the rental payment received by the Town from the Trustee under the Site Lease will be applied by the Town to finance certain capital projects of the Town, which the Board has determined and now hereby determines is in the best interest of the Town and its inhabitants; and

WHEREAS, the Lease shall expire on December 31 of any Town fiscal year (a "Fiscal Year") if the Town has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals (as defined in the Lease) scheduled to be paid and all Additional Rentals (as defined in the Lease) estimated to be payable in the next ensuing Fiscal Year, and in certain other circumstances set forth in the Lease, and shall not constitute a mandatory charge or requirement against the Town in any ensuing budget year unless the Town decides to renew the Lease by appropriating the necessary such amounts; and

WHEREAS, the Certificates shall evidence assignments of undivided interests in the right to receive certain revenues payable pursuant to the annually renewable Lease, shall be payable solely from the sources provided in the Lease and the Indenture, and shall not be construed or interpreted (a) to directly or indirectly obligate the Town to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the Town; (d) as a loan or pledge of the credit or faith of the Town or as creating any responsibility by the Town for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a

donation or grant by the Town to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution; and

WHEREAS, the Town has received a proposal from Stifel, Nicolaus & Company, Incorporated, of Denver, Colorado (the “Underwriter”) for the purchase of the Certificates; and

WHEREAS, the Board desires to authorize and ratify the preparation and distribution of the preliminary official statement (the “Preliminary Official Statement”) and the final Official Statement (the “Official Statement”) relating to the Certificates and the public distribution of the same by the Underwriter in connection with the offer and sale of the Certificates; and

WHEREAS, the Board desires that the Certificates will be purchased by the Underwriter pursuant to a Certificate Purchase Agreement among the Town, the Trustee and [\_\_\_\_\_] (the “Certificate Purchase Agreement”); and

WHEREAS, in order to implement the transactions described above, the Board desires (a) to authorize and approve the execution and delivery by the Town of, and the performance by the Town of its obligations under, the Site Lease, the Lease, the Certificate Purchase Agreement, the Reserve Account Contract and certain other documents, (b) to ratify and approve the preparation and use of the Preliminary Official Statement in the offering and sale of the Certificates, (c) to authorize the preparation, use and execution of the Official Statement, (d) to approve the form of the Indenture and the Certificates and (e) to authorize, approve, ratify, make findings and take other actions with respect to the foregoing and related matters;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

**Section 1.** The Board hereby approves the following documents, copies of which have been made available to the Board, authorizes the Mayor or the Mayor Pro Tem of the Town to execute and deliver, and the Town Clerk of the Town or any Deputy, Assistant Town Clerk or any other authorized employee of the Town are hereby authorized and directed to affix the seal of the Town to, and attest to, such documents in the respective forms made available to the Board, with such changes therein, not inconsistent herewith, as are approved by the persons executing the same (whose signature thereon shall constitute conclusive evidence of such approval), and authorizes and directs the performance by the Town of its obligations under such documents in the form in which they are executed and delivered:

(a) the Site Lease dated as of the date of issuance of the Certificates (the “Site Lease”) between the Town, as lessor, and the Trustee, as lessee; provided that (i) the term thereof shall not extend beyond December 31, 20[\_\_\_], and (ii) the rent payable by the Trustee to the Town under Section 5 of the Site Lease shall not be less than \$[\_\_\_\_\_] (which amount does not include amounts deposited in any fund held by the Trustee pursuant to the Indenture);

(b) the Lease Purchase Agreement dated as of the date of issuance of the Certificates (the “Lease”) between the Trustee, as lessor, and the Town, as lessee; provided that (i) the Base Rentals that are payable by the Town pursuant to the Lease



shall not exceed \$[\_\_\_\_\_] per year, and (ii) the Scheduled Lease Term (as defined in the Lease) shall not extend beyond December 31, 20[\_\_\_];

(c) the Certificate Purchase Agreement; and

(d) the Continuing Disclosure Certificate of the Town dated as of the date of issuance of the Certificates.

The Board hereby elects to apply all of the provisions of the Supplemental Act to the Site Lease and the Lease Purchase Agreement, except that it shall not apply Section 11-57-211 thereof. In connection therewith the Board hereby delegates to each of the Mayor, the Town Administrator and the Town Director of Finance independent authority to make any determination delegable pursuant to §11-57-205(1)(a-i) C.R.S., as amended, in relation to the Site Lease and the Lease Purchase Agreement subject to the foregoing parameters.

**Section 2.** The Board hereby approves the form of the Indenture, a copy of which has been made available to the Board, with changes therein, not inconsistent herewith, as are approved by the Town Administrator; provided that (a) the aggregate principal amount of Certificates authorized to be executed and delivered thereunder shall not exceed \$[\_\_\_\_\_] and, (b) the final maturity of the Certificates authorized thereby shall be not later than December 31, 20[\_\_\_]. [split parameters between refunding and new money?]

**Section 3.** The Board hereby approves the form of the Certificates, as set forth as an Exhibit to the Indenture, and authorizes the preparation of the Certificates in a form not inconsistent with the Indenture or this Ordinance, with changes therein, not inconsistent herewith, as are approved by the Town Administrator.

**Section 4.** The Board hereby ratifies the preparation and use of the Preliminary Official Statement in connection with the sale of the Certificates; authorizes the preparation and use of Official Statement in substantially the form of the Preliminary Official Statement, with such changes therein, not inconsistent herewith, as are approved by the Town Administrator; and authorizes the Mayor, any other Board Trustee and the Town Administrator to execute the Official Statement.

**Section 5.** The Board hereby adopts, as if set forth in full herein, all the representations, covenants, agreements, findings, determinations and statements of or by the Town set forth in the documents described in Section 1 hereof and in the Preliminary Official Statement and the Official Statement.

**Section 6.** The officers, employees and agents of the Town are authorized and directed to take all action necessary or appropriate to carry out the provisions of this Ordinance and the documents referred to herein and to carry out the transactions described herein or in such documents, including, without limitation, the execution and delivery of such certificates as may reasonably be required by the Underwriter, relating, among other matters, to the tenure and identity of the officials of the Town and the Board, the receipt of the purchase price for the Certificates, the absence of litigation, pending or threatened, expectations and covenants relating to the exclusion from gross income for federal income tax purposes of the portion of Base Rentals which is designated in the Lease and paid as interest on the Certificates, the sale and

issuance of the Certificates, the purchase of a Reserve Account Contract and the investment of the proceeds of the Certificates.

In the event the Chair, the Clerk to the Board, the Chief Financial Officer or other employee or official of the Town that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the “Authorized Documents”) is not able to be physically present to manually sign any such Authorized Document, such individual or individuals are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

**Section 7.** No provision of this Ordinance or any of the documents or instruments described herein shall be construed or interpreted (a) to directly or indirectly obligate the Town to make any payment in any Fiscal Year in excess of amounts appropriated by the Town for Base Rentals and Additional Rentals for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the Town; (d) as a loan or pledge of the credit or faith of the Town or as creating any responsibility by the Town for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the Town to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution. The term of the Lease shall not extend beyond the Lease Term (as defined in the Lease), and the Town shall have no obligation to make any payment beyond the current Fiscal Year in accordance with the provisions of the Lease.

**Section 8.** The Board hereby determines and declares that the Base Rentals due under the Lease, as determined in accordance with the parameters set forth in Section 1(b) hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable amount so as to place the Town under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee’s leasehold interest in the Leased Property pursuant to the Lease. The Board hereby determines and declares that the period during which the Town has an option to purchase the Trustee’s leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property.

The Board hereby further determines that the amount of rental payments to be received by the Town from the Trustee pursuant to the Site Lease, in the minimum amount set forth in Section 1(a) hereof, is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Site Lease as provided therein.

**Section 9.** All action previously taken by the Board and the officers, employees and agents of the Town directed toward the transactions described herein or in the documents referred to herein are hereby ratified, approved and confirmed.

**Section 10.** All prior acts, orders or resolutions, or parts thereof, of the Town in conflict with this Ordinance are hereby repealed, except that this repealer shall not be construed to revive an act, order or resolution, or part thereof, heretofore repealed.

**Section 11.** If any section, paragraph, clause or provision of this Ordinance or any of the documents referred to herein (other than provisions as to the payment of Base Rentals and Additional Rentals by the Town during the Lease, including the requirement that the obligations of the Town to pay Base Rentals and Additional Rentals under the Lease are conditioned upon the prior appropriation by the Town of amounts for such purposes in accordance with the requirements of state law of the State, provisions for the quiet enjoyment of the Leased Property by the Town during the Lease Term and provisions for the transfer of the Leased Property to the Town or its designee) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Ordinance.

**Section 12.** The Board hereby finds, determines and declares, pursuant to the laws of the State of Colorado, that the Project and the Refunding Project are necessary, convenient, and in furtherance of the governmental purposes of the Town and in the best interests of the Town and its inhabitants; and the Board hereby authorizes the Project and the Refunding Project.

**Section 13.** [The Board hereby designates the Lease as a “qualified tax-exempt obligation” for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.]

**Section 14.** This Ordinance shall be in full force and effect 30 days after publication following final passage. This Ordinance, as adopted by the Board, shall be numbered and recorded by the Town Clerk in the official records of the Town. The adoption and publication shall be authenticated by the signatures of the Mayor and Town Clerk, and by the certificate of publication.

[remainder of page intentionally left blank]

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED BY  
TITLE ONLY ON APRIL 13, 2021.

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Royce Pindell, Mayor

ATTEST:

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Christina Hart, Town Clerk

STATE OF COLORADO )  
 ) ss  
COUNTY OF ADAMS )

I, Christina Hart, Clerk to the Board of Trustees of the Town of Bennett, Colorado (the “Town”), do hereby certify that:

1. Attached is a true and correct copy of an ordinance (the “Ordinance”) adopted by the Board of Trustees (the “Board”) at a regular meeting held on April 13, 2021.

2. The Ordinance was duly moved, seconded and adopted at such meeting by the affirmative vote of a majority of the members of the Board as follows:

<u>Board Member</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Abstaining</u>
Royce Pindell, Mayor	_____	_____	_____	_____
Darvin Harrell, Mayor Pro Tem	_____	_____	_____	_____
Whitney Oakley	_____	_____	_____	_____
Rich Pulliam	_____	_____	_____	_____
Denice Smith	_____	_____	_____	_____
Donna Sus	_____	_____	_____	_____
Larry Vittum	_____	_____	_____	_____

3. The Ordinance was duly approved by the Board, signed by the Mayor, sealed with the Town's seal, attested by the Town Clerk and recorded in the minutes of the Board.

4. That the Ordinance was published by title only in the Eastern Colorado News, a newspaper of general circulation within the Town, on [April 16], 2021. The affidavit of publication is attached hereto as Appendix A.

5. That notice of the regular meeting on April 13, 2021, in the form attached hereto as Appendix B, was posted at the Bennett Town Hall, 207 Muegge Way, Bennett, CO 80102 and/or the Town's website at <https://townofbennett.colorado.gov/>, not less than 24 hours prior to the meeting.

6. The meeting at which the Ordinance was adopted was noticed, and all proceedings relating to the adoption of the Ordinance were conducted in accordance with all applicable bylaws, rules, regulations and Ordinances of the Town, in accordance with the normal procedures of the Town relating to such matters, and in accordance with applicable constitutional provisions and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand and the seal of the Town this 13th day of April, 2021.

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Christina Hart  
Town Clerk

[SEAL]

**EXHIBIT A**

(Attach Affidavit of Publication)



## **EXHIBIT B**

(Attach Notice of Meeting for April 13,2021)

### Suggested Motion

I move to approve Ordinance No. 723-21, an ordinance authorizing the execution and delivery of a site lease, a lease purchase agreement, a certificate purchase agreement, a continuing disclosure certificate, a reserve account contract and certain other documents relating thereto; providing other details in connection therewith; ratifying and approving the preparation, distribution and use of the preliminary official statement and final official statement relating to the certificates of participation evidencing undivided interests in the right to receive certain rental payments made by the Town under such lease purchase agreement; approving the forms of such certificates of participation and an indenture of trust providing the terms thereof; authorizing the sale of such certificates of participation; and providing the effective date of this ordinance.

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Daymon Johnson, Capital Projects Director  
DATE: April 13, 2021  
SUBJECT: RFP 20-003 – Public Works Facility Construction Contract

## Background

The proposed Public Works facility, referred to as the North Municipal Complex (NOMCOM), is an integral piece to the Town's ability to continue to provide service to this community at the highest possible level, focusing on quality and quantity.

The Town issued a Request for Proposal (RFP) 20-003 in the early part of 2020 after securing Department of Local Affairs (DOLA) funding for this project's core & shell portion. The proposals received were significantly higher than we anticipated. There were myriad reasons for this, the most significant being that steel costs went up nearly 110% between the completion of Town Hall and the Public Works facility's bidding.

After reviewing the initial pricing, staff entered into an exhaustive value engineering process with the contractors who responded to the RFP, identifying the cost for the full buildout of the space. This process has taken place over the last year and included the following firms:

- Lefever Building Systems
- Buildings By Design
- Alliance Construction

While one firm (Alliance Construction) withdrew from the process, staff continued to work diligently with the remaining two firms to value engineer the facility's full buildout estimates.

The project scope includes delivering the building and all associated scope related to the erection of and interior completion, aprons and concrete, etc.

There will be additional contracts forthcoming for other overall project scope with a master budget of \$3,400,000. These additional scopes are identified below:

SCOPE	COST
Landscaping	\$20,000 - \$30,000
Lot Fencing – Site protection	\$80,000 - \$100,000
Yard Prep & Surfacing	\$40,000 - \$60,000
IREA Expansion	\$10,000 - \$15,000
CNG Expansion	\$15,000 - \$20,000

## Contractor Responses

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As of the last and final pricing, received in early March, the breakdown was as follows:

CONTRACTOR	BASE BID
Buildings By Design (BBD)	\$2,220,876
Lefever Building Systems (LBS)	\$2,820,154
Alliance Construction	Opt-out

As you look at the spread between BBD & LBS, it's important to understand that LBS is higher as there were several areas where the scope was not adequately covered, or the costing seemed abnormally low in the BBD proposal. Also, the building manufacturer that LBS is using is Varco Pruden, which is widely regarded as the best building in the industry and has proven quality for Town Hall. When staff factored in these scopes using the 2021 means data, the costs became comparable.

Below is a summary of scope variables from BBD when compared to LBS:

- |   |                      |
|---|----------------------|
| • Water & Sanitary piping and connections to Town lines | ADD: \$150,000       |
| • Concrete paving (Aprons, Walks, Drives)               | ADD: \$185,000       |
| • Asphalt   | ADD: \$60,000        |
| • Excavation & Earthwork                                | ADD: \$165,000       |
| • Building Awnings                                      | ADD: \$55,000        |
| • 4" Fire Line  | ADD: \$35,000        |
| • Millwork  | ADD: \$26,000        |
| • Total Additional Scope                                | ADD TOTAL: \$676,000 |
| • Buildings By Design Revised Cost                      | TOTAL: \$2,896,876   |

Additionally, several costs within BBD's bid looked substantially lower than expected, given the market today. Those include:

- Flooring preparation and finishes
- Metal Framing material and installation
- Doors and Openings

## Staff Recommendation

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After a thorough evaluation of all bids, Town staff recommends the Board approval of the contract be awarded to Lefever Building Systems, Inc. in an amount not to exceed \$2,820,154 for the completion of erection and interior improvements for the Public Works Facility Construction project, NOMCOM.

This contract will be contingent-based secured funding from the Certificate Issuance Proceeds, expected to sell and close on May 18, 2021.

This project is budgeted and will be funded via the following sources;

- \$489,000 from DOLA, awarded in 2020
- \$300,000 from the Public Facilities Fund
- \$2,411,000 from Certificate Issuance Proceeds

## Attachments

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1. RFP 20-003
2. Lefever Building Systems Proposal
3. Buildings By Design Proposal
4. Building Schematics



# Town of Bennett

207 MUEGGE WAY  
BENNETT, COLORADO  
80102-7806  
(303) 644-3249  
(303) 644-4125 – FAX

## REQUEST FOR PROPOSALS COVER SHEET

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**Date:**

**Proposal Number:**

20-003

**Proposal / Bid Title:**

**Bennett PW Facility – Core & Shell construction**

**Proposals Will Be Received Until:**

Thursday, March 20<sup>th</sup> 2020, 4:00 p.m., MST  
Town Hall, 207 Muegge Way, Bennett, CO 80102

**Goods or Services to Be Delivered to or Performed At:**

905 4<sup>th</sup> Street, Bennett, CO. 80102

**For Additional Information Please Contact:**

Daymon K. Johnson, Director of Public Works  
(303) 644-3249 Ext. 1005  
[djohnson@bennett.co.us](mailto:djohnson@bennett.co.us)

**Documents Included in This Package:**

Request for Proposals Cover Sheet  
Key Event Schedule  
Notice to Consultants  
Special Terms and Conditions  
Preparation Instruction for Consultants  
Agreement for Services  
Substitute Form W-9

If any of the documents listed above are missing from this package, they may be picked up at Town Hall, 207 Muegge Way, Bennett, Colorado. If you require additional information, call Daymon Johnson at (303) 644-3249 x 1005.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the contractor in accordance with any terms and conditions set forth in this document, and (4) the contractor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

---

**PRINT OR TYPE YOUR INFORMATION**

Name of Company: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Authorized Representative's Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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# Town of Bennett

207 MUEGGE WAY  
BENNETT, COLORADO  
80102-7806  
(303) 644-3249  
(303) 644-4125 – FAX

## REQUEST FOR PROPOSALS GENERAL TERMS AND CONDITIONS

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### I APPLICABILITY

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to provide costs for construction services to be rendered to build the new Public Works Facility core and shell. The Town has completed a construction drawings and are included online at the Town's website. This document sets forth general information and requirements for persons and firms ("Contractors") interested in submitting "Proposals" in response to this Request for Proposals ("Solicitation").

### II CONTENTS OF PROPOSAL

**A GENERAL CONDITIONS.** Contractors are required to submit their Proposals in accordance with the following express conditions:

- 1 Contractors shall make all investigations necessary to thoroughly inform themselves regarding the conditions of Town of Bennett Public Works facility. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the town or the compensation to the Contractor.
- 2 Contractors are advised that all Town contracts are subject to all legal requirements contained in the Town's Purchasing Policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
- 3 All Proposals and other materials submitted in response to this Solicitation shall become the property of the Town upon receipt and will not be returned to the Contractor. Selection or rejection will not affect this right. Information that is considered proprietary should be clearly marked as such and will be handled in accordance with applicable federal and state laws. Neither cost information nor any response in total will be considered proprietary, and Contractors should assume that all portions of their response other than proprietary information will be public records.
- 4 The provisions herein are solely for the fiscal responsibility of the Town and confer no rights, duties or entitlements to Contractors.
- 5 This Solicitation is not an offer to contract.

### B CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 1 Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the technical specifications outlined in this Solicitation, the technical specifications then the Special Terms and Conditions will prevail.

- 2 If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Contractor must submit a **written request** for clarification to the Town at 207 Muegge Way, Bennett, CO 80102. The Contractor submitting the request shall be responsible for ensuring that the request is received by the Town at least five calendar days prior to the scheduled deadline for submission of Proposals.

**Any official interpretation of this Solicitation must be made by an agent of the Town who is authorized to act on behalf of the Town. The Town shall not be responsible for interpretations offered by employees of the Town who are not agents of the Town.**

The Town shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be mailed or distributed via facsimile transmission to each Contractor receiving the Solicitation. The Contractor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Proposal. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

### **C PRICES CONTAINED IN PROPOSAL – DISCOUNTS, TAXES, COLLUSION**

- 1 Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Contractors are encouraged to provide their prompt payment terms in the space provided on the Solicitation's Specification and Pricing Form. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the Town receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
- 2 Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be made available to the selected contractor.
- 3 The Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the Town's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

## **III PREPARATION AND SUBMISSION OF PROPOSAL**

### **A PREPARATION**

- 1 The Proposal must be typed. All corrections made by the Contractor must be initialed **in blue ink** by the authorized agent of the Contractor.

- 2 Proposals must contain, **in blue ink**, a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return the original cover page of the Solicitation, its Proposal may be invalid and may not be considered.**
- 3 Unit prices shall be provided by the Contractor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 4 The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that the Offers are due. Changes made to the Proposal prior to the date and time that the Offers are due shall be made in accordance with Provision IV(A) of this document.

## **B SUBMISSION**

- 1 The Proposal shall be sealed in an envelope with the Contractor's name and the solicitation number on the outside. The Town's Specification and Pricing form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the Town. No other form shall be accepted.)
- 2 Proposals submitted via facsimile machines will not be accepted.
- 3 Contractors, which qualify their Proposals by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Proposals. The Town reserves the right to declare Contractors' Proposals as non-responsive if any of these alternate terms and conditions are in conflict with the Town's terms and conditions, or if they are not in the best interests of the Town.

An ORIGINAL and THREE (3) copies of each Proposal must be received before the due date and time as specified in this Proposal. Failure to submit the required number of copies may deem the Contractor non-responsive. The Contractor is responsible for addressing the envelope as indicated below. Address the envelope as follows:

Town of Bennett Purchasing  
207 Muegge Way  
Bennett, CO 80102

ATTN: Daymon Johnson  
Director of Public Works  
RFP: 20-003

- C LATE PROPOSALS.** Proposals received after March 20, 2020, 4:00 p.m., shall be considered non-responsive and will be returned unopened to the Contractor.

#### **IV MODIFICATION OR WITHDRAWAL OF PROPOSALS**

**A MODIFICATIONS TO PROPOSALS.** Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to March 20, 2020, 4:00 p.m. Each permissible modification submitted to the Town must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the Town will be considered the valid modification.

#### **B WITHDRAWAL OF PROPOSALS**

- 1 Proposals may be withdrawn prior to March 20, 2020, 4:00 p.m. Such requests must be made in writing on company letterhead.
- 2 Proposals may not be withdrawn after March 20, 2020, 4:00 p.m., for a period of ninety (90) calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the Town may, at its option, suspend the Contractor from the Bidder list and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

#### **V REJECTION OF PROPOSALS**

**A REJECTION OF PROPOSALS.** The Town may, at its sole and absolute discretion:

- 1 Accept or Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;
- 2 Re-advertise this Solicitation;
- 3 Postpone or cancel the process;
- 4 Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or
- 5 Determine the criteria and process whereby Proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the Town.

**B REJECTION OF A PARTICULAR PROPOSAL.** Examples of the reasons for which the Town may reject a Proposal, include, but are not limited to the following:

- 1 The Contractor misstates or conceals any material fact in its Proposal;
- 2 The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;
- 3 The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
- 4 The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in conjunction with the Solicitation's Special Terms and Conditions and/or technical specifications; or
- 5 The Proposal has not been executed by the Contractor through an authorized signature on the Specification's Cover Sheet.

## **C ELIMINATION FROM CONSIDERATION**

- 1 A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town.
- 2 A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

## **VI AWARD OF SOLICITATION**

The Town shall award the Solicitation to the successful Contractor through the issuance of a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any technical specifications, the Proposal, and the Purchase Order or Notice of Award are collectively an integral part of any agreement between the Town and the successful Contractor. Accordingly, these documents shall be incorporated into a separate contract for services. No services shall be provided until the contract for services has been signed by the Town and no products shall be provided until the Purchase Order has been signed by the Contractor.

## **VII INSURANCE REQUIREMENTS UPON AWARD OF CONTRACT**

- A Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to secure liability insurance or by reason of its failure to secure insurance in sufficient amounts of sufficient durations, or sufficient types to cover such liability.
  - 1 Consultant shall at its own expense be required to keep in full force and effect during the term of this Agreement automobile liability and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by the laws of the State of Colorado (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
  - 2 Consultant's automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. Consultant shall be solely responsible for any deductible losses under the required policies.
  - 3 Certificates of insurance shall be provided by Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- B The policies required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

- C The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name the Town, and its elected officials, officers, employees and agents as additional insureds. When Worker's Compensation and Professional Liability are required a certificate should be provided as evidence of such coverage. The policies shall provide that the Town will receive notice no less than 30 days prior to cancellation, termination or a material change to the policies.
- D The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.
- E Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion, Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Contractor to Town upon demand, or Town may offset the cost of the premiums against any monies due to Contractor from Town.
- F The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

#### G INSURANCE CERTIFICATES

- 1 The Contractor shall, prior to commencing services, deliver to the Town Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.
- 2 These certificates will serve as an indication to the Town that the Contractor has acquired all necessary insurance; however, the Town may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.
- 3 Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by Town prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable. The Town will be listed as an Additional Insured.
- 4 Worker's Compensation Insurance. Consultant shall at its own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation Insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance under this contract. Evidence of qualified exemption or self-insured status may be substituted

## VIII ADDITIONAL CONTRACTUAL OBLIGATIONS

Contracts executed pursuant to this Proposal will include, but not be limited to the following provisions:

- A **LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS.** Successful Contractors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B **DISPOSITION.** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the Town.
- C **EMPLOYEES.** All employees of the Contractor shall be considered to be, at all times, employees of the Contractor, under its sole direction, and not an employee or agent of the Town. The Town may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on Town property is not in the best interest of the Town. In accordance with the Town's policy regarding the use of tobacco products, no employee of the Contractor shall be permitted to use tobacco products when performing work on Town property.
- D **DELIVERY.** Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the Town upon inspection and acceptance by the Town at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Contractor defaults on its contract or the contract is terminated for cause due to performance, the Town reserves the right to re-procure the materials or services from the next lowest Contractor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the Town shall charge the Contractor any difference between the Contractor's price and the price to be paid to the next lowest Contractor, as well as any costs associated with the re-solicitation effort
- E **MATERIAL PRICED INCORRECTLY.** As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- F **INDEMNIFICATION.** Contracts executed pursuant to this Proposal will require the selected contractor to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the contractor's performance of the contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claims to be caused by, the negligent act, omission, or other fault of the consultant or any subcontractor of the consultant, or any officer, employee, or agent of the consultant or any subcontractor, or any person for whom the consultant is responsible. The contract shall include provisions for the consultant to defend against such claims.
- G **TERMINATION FOR CONVENIENCE.** The Contract shall provide that the Town may cancel the contract upon thirty days written notice for reason other than cause. This may include the Town's inability to continue with the contract due to the elimination or reduction of funding.



- H BONDS. For any contract exceeding \$50,000, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations. The bonds will be required to remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the Town and executed by such sureties licensed to conduct business in Colorado that are acceptable to the Town.



# Town of Bennett

207 MUEGGE WAY  
BENNETT, COLORADO  
80102-7806  
(303) 644-3249  
(303) 644-4125 – FAX

## REQUEST FOR PROPOSALS SPECIAL TERMS AND CONDITIONS

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**SCHEDULE OF ACTIVITIES:** The following activities and dates are just a tentative outline of the process to be used to solicit Contractor responses and to evaluate each Proposal.

February 10, 2020	Issue Request for Proposal
March 20, 2020	Proposal Submittal Deadline
March 23, 2020	Bid Opening
March 23, 2020	Notice of Intent to Award
March 24, 2020	Presentation to Board for Approval
March 25, 2020	Award Contract

**PURPOSE:** Installation of Core and Shell for Bennett Public Works Facility

**COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED:** Pre-award inspection of the Contractor's facility may be made prior to award of contract. Responses will only be considered from Contractors which have been engaged in the business of performing services as described in this Solicitation for a minimum period of five (5) years prior to the date of this Solicitation. The Contractors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Contractor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Contractor, including past performance and experience with the Town) in making the award in the best interests of the Town.

**QUALIFICATIONS OF CONTRACTOR:** The Town may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Town that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1<sup>st</sup> of the first fiscal year for which funds are not appropriated. The Town shall give the Contractor written notice of such non-appropriation.

**MATERIAL PRICED INCORRECTLY:** As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**METHOD OF AWARD - SINGLE PRODUCT:** Award of this contract will be made to the lowest responsive, responsible Contractor whose Proposal will be most advantageous to the Town, subject to the Town's right to reject all Proposals. In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including the following:

- The Contractor's ability, capacity and skill to perform within the specified time limits;
- The Contractor's experience, reputation, efficiency, judgment, and integrity;
- The quality, availability, and adaptability of the supplies or materials proposed;
- Contractor's past performance;
- Sufficiency of Contractor's financial resources to fulfill the contract;
- Contractor's ability to provide future maintenance and/or service;
- Other applicable factors as the Town determines necessary or appropriate in its discretion..

**EQUAL OPPORTUNITY:** The Town of Bennett intends and expects that the contracting processes of the Town and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract. **Joint ventures are encouraged.** The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

**ADDENDUMS:** Contractor is responsible for obtaining and acknowledging all subsequent addendums. Failure to submit subsequent addendum(s) shall deem the Contractor non-responsive.

**COSTS INCURRED BY PROPOSER:** Costs for developing a response to the Proposal, interviews, and contract negotiations are entirely the obligation of the Contractor and shall not be charged in any manner to the Town.

**REQUEST FOR CLARIFICATIONS.** The Town reserves the right to require clarification or further information with respect to any Proposal received, and to determine the final terms of any contract for services.



# Town of Bennett

207 MUEGGE WAY  
BENNETT, COLORADO  
80102-7806  
(303) 644-3249  
(303) 644-4125 – FAX

## REQUEST FOR PROPOSALS SPECIFICATIONS

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### I SCOPE OF WORK

#### CONDENSED PROJECT SCOPE DESCRIPTION

##### Introduction

The proposed Bennett Public Works Facility will be built in Bennett, CO. The building will have one story, with a 2<sup>nd</sup> floor mezzanine and has a floor plan size of roughly 12,750 gsf. The total estimated building area site is greater than 10 acres and the tenant usable area will be approximately 12,000 usf in a 140'x80' footprint. This should be priced in accordance with all plans and specifications as issued by D2C Architects on 10/25/2019, and included in the online RFP package.

##### General

The general parameters upon which this estimate should be based are listed below:

- Please include two forms of contingency; 1) Design Contingency & 2) Construction Contingency. The amount and/or percentage of contingency are at your discretion.
- Construction Commencement is anticipated to occur on or before April 1, 2020. Please include a construction schedule depicting construction activities required to construct the Shared Services Center (as described within this narrative).
- All applicable State, County, City and Village sales taxes, Use taxes and other taxes pertaining to the construction of the building should be included within the construction budget.
- Prevailing wages will be NOT be required for this project.
- Performance Bonds, Material, and Labor Payment Bonds on general contractor's work shall be included (as an additional line item) in construction budget.
- Insurance costs for general contractor(s) and all subcontractors for general liability, excess liability, auto, workers compensation, and difference of coverage should be included within the construction budget.

- Builder's risk insurance should be included within the construction budget.
- Building permit for Core & Shell should be included within the construction budget. Coordinate costs directly with the Town of Bennett Building Department staff. Speak with Mrs. Sara Aragon for final costs.
- All applicable sewer/water/electric tap fees should be included within the construction budget.
- Special inspections / testing shall be included within the construction budget.

## II PROPOSAL CONTENT

- Interest firms should provide at least the following information:
  - Contact information – Including location, names of the principals, officers and directors of the firm.
  - A statement of the availability of the firm to undertake the project.
  - A timeline detailing the time frame for completion of this project.
  - Resumes, organizational chart, specific roles and responsibility commitments, and general percent of time allocation for individuals working on this project.
  - List of member of the project team detailing roles in the project.
  - Description of your approach to providing the proposed services, to give the Town the opportunity to understand your process and product.
  - Fee schedule tied to the scope of work; itemized.
  - A "Not to Exceed" contractual amount.



# Town of Bennett

355 FOURTH STREET  
BENNETT, COLORADO  
80102-7806  
(303) 644-3249  
(303) 644-4125 – FAX

## REQUEST FOR PROPOSALS PRICING FORM

### I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
Total					\$0.00

Not to Exceed Total:



# Town of Bennett

207 MUEGGE WAY  
BENNETT, COLORADO  
80102-7806  
(303) 644-3249  
(303) 644-4125 – FAX

## REQUEST FOR PROPOSALS SUBMISSION FORM

**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett Purchasing  
207 Muegge Way  
Bennett, CO 80102

Attn: Daymon Johnson  
Director of Public Works  
RFP: 20-003

Does your proposal comply with all the terms and conditions? If no, indicate exceptions YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions YES / NO

State percentage of prompt payment discount, if offered \_\_\_\_\_ %

State total bid price (include all items bid) \_\_\_\_\_

State total bid price with discount \_\_\_\_\_

**The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.**





# Town of Bennett

207 MUEGGE WAY  
BENNETT, COLORADO  
80102-7806  
(303) 644-3249  
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## REQUEST FOR PROPOSALS

**SUBSTITUTE FORM W-9**  
**REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER AND CERTIFICATION**  
(A copy of the W-9 instructions is available upon request)

Vendor# \_\_\_\_\_

**1 NAME OF FIRM:**

NAME (Legal Name)

BUSINESS NAME (If different from above e.g. DBA)

**2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED**  
(if different from above):

NAME (As it appears on invoice)

ADDRESS

CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**

(If more than one remit to address, please attach on additional page.)

STREET ADDRESS

CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125  
By mail Town of Bennett  
ATTN: Danette Ruvalcaba  
207 Muegge Way  
Bennett, CO 80102

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

OR

Federal Identification Number \_\_\_\_\_ - \_\_\_\_\_

Name of Business Owner (please print) \_\_\_\_\_

Check Appropriate Box:

☐ Corporation

☐ Partnership

☐ Government

☐ Individual/Sole Prop

☐ Non-Profit Organization

☐ Other \_\_\_\_\_

(Must explain)

**CERTIFICATION**

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Tax Identification Number, and
- (2) I am not subject to backup withholding.
- (3) I am a US person (including a US resident alien)

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Telephone Number (     ) \_\_\_\_\_

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT  
UNTIL YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

**FOR OFFICE USE ONLY:**

Individual/Sole Proprietorships:    For Corporation:

☐ Merchandise Only

☐ Services

☐ Attorney

☐ Employee expense reimbursement

☐ Contract Labor

☐ Non Attorney

☐ Garnishment / Child Support

☐ Other (Explain)

☐ Damage awards & other reimb

☐ Sale of Land

Approved:

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date



**Scott Yarmer**  
**7230 Gilpin Way, Suite 160**  
**Denver, CO 80229**  
**Office: 303-297-3494**  
**Cell: 970-210-7424**  
**[syarmer@lefeverbuilding.com](mailto:syarmer@lefeverbuilding.com)**  
**[www.lefeverbuilding.com](http://www.lefeverbuilding.com)**

March 4, 2021

Re: **Bennett Public Works Turnkey**

Lefever Building Systems; [www.lefeverbuilding.com](http://www.lefeverbuilding.com) hereby submits the following proposal to complete site improvements as well as supply and erect a **Varco Pruden** metal building for the referenced project as follows and per the drawings and Statement of Work. This proposal is proprietary and is not intended or allowed to be shared outside of this communication.

For any questions related to this proposal contact the PM/estimator; *Mariam Cortes* – [mcortes@lefeverbuilding.com](mailto:mcortes@lefeverbuilding.com) or 720-768-2578

**Project General Description:**

- Main Building: 69'-0" wide 130'-0" long and 28'-0" eave height, 3:12 Gable slope roof
  - Vestibule: 28'-6" wide 12'-0" long and 17'-0" eave height, -3:12 Gable slope roof
  - Lube shape: 12'-0" wide 20'-0" long and 17'-0" eave height, -3:12 Gable slope roof.
  - Clearstory: 13'-10" wide 6'-10" long and 3'-4" eave height, 3:12 Gable slope roof
- 2018 IBC, **Standard Occupancy**, 20 # Live Load (Non-Reducible), 30 lb. ground snow (21 LB. Roof snow), 108 Vult (vasd 83.66) mph Wind Speed, C exposure, with a 5 lb. collateral load
- Post & Beams with Standard Rigid Frames
- (26Ga.) Gutters and downspouts and trim
- Building with VP standard primer (primary to be gray) All secondary will be galvanized
- Wall panels to be 24Ga. PBR, 25-year finish warranty, standard color selection, Roof panels to be 24Ga. SSR, 25-year finish warranty, standard color selection, **Thermal Blocks** and **module strips included**.
- Partial height 14'-0 wall liner at gridline 4, 28Ga.
- Full height fiberglass panels at wash bay and ceiling at wash bay. Between grids 7 and 8.

**Division Scope:**

**Division 1:**

- Mobilization to include jobsite trailer, san-o-let units, dumpster, storage container (for miscellaneous steel only, long term storage has not been included). San-o-lets for the use of all trades, weekly clean up service included. Our COVID policy will be enforced by management and includes screening questionnaires, infrared thermometers, prevention measures include hand wash stations.



#### Division 2:

- Erosion Controls – Silt fence, seed/straw mulch, type L riprap check/FES Pad
- Strip & pile topsoil on site, cut & fill, dig & grade.
- Fill Import – Equipment included, excavators, motor grader, jumping jack, etc.
- 2,296 CY Subex Bldg. pad 7' and 1,980 CY for parking lot 2'
- Import Class 6 base
- Place 680 SY class 6 base for 4' shoulder and 2,240 SY for access road
- Stockpile excess onsite
- 18" RCP 120 LF and 18" RCP FES 2ea.
- Excavate and backfill bldg. foundation
- Final grade for 1,100 SY bldg. floor; grade 690SY for concrete aprons and 495 LF of gutter.
- Subgrade balance 2,187 SY
- 1ea. 1,500gal sand/oil receptor
- Included 4" fire line 100 LF, 1" copper waterline 100LF, 6" SDR35 Sewer line 185LF, 4" SDR35 Sanitary Sewer Line 40LF and 5 sanitary cleanouts.
- Pavement on Native Soil – 6.5" hot bituminous mix, heavy duty. Two-layer system 4.5" grade S RAP and 2.0" grade SX RAP up to 1,690 SY.
- Parking Stalls – 6" hot bituminous mix. Two-layer system 4.0" grade S RAP and 2.0" grade SX RAP up to 465 SY.
- Shouldering 4' wide along asphalt only – 6.5" ABC aggregate base course up to 334 SY
- 2ea. Fire hydrants – Core & Main. Standard red or yellow (specs not available at time of bid)
- Stripping 4" Line Layout & Paint and Handicap (Blue/White)
- Trenching, new gas line and gas meter at building line shown on drawings by Colorado Natural Gas Company

#### Division 3:

- Site Concrete – Includes
  - 375LF of 6" vertical curb with 1' pan (CDOT/No.1)
  - 1 Handicap ramp 6" thick with truncated domes
  - 1,275 SF of 6" thick sidewalk
  - 6,050 SF of 6.5" with fibermesh (per Geotech/p.12)
  - 18ea. bollards
  - 6ea. 24" diameter light pole bases
- Interior Concrete – Includes
  - 6ea. diamond block outs, thickened slab at stairs 2' x 8" w/3 #5 cont
  - 6,270 SF of 8" Slab on grade with #5 rebar 16" OC (no vapor)
  - 3,352 SF of 4" slab on grade with #3 rebar 15" OC (no vapor)
  - 110 LF trench drain with pre-engineered poly drain with 2 #5 rebar at bottom, #5 @ 18" OC and 2 # cont w/grating per 9/S-402
  - 2,720 SF 4" thick interior slab on b-deck (mezzanine)



- 7,368 SF concrete slab 8" w/#5 @ 16" OC per foundation plan
- 2,736 SF 4" slab w/#3 @ 15" OC WE
- Foundation Concrete – Includes
  - Footers –
    - F3 – 3ea. 3'-6 x 3'-6 x 2' w/4#5 EW per 2/S-101
    - F4 – 3ea. 4'-6 x 4'-6 x 2' w/6 #5 EW per 2/S-101
    - F6 4ea. 6'x6'x1'-4 w/8 EW per 2/S-101
    - F2 8ea. 4'x4'x1'-4 w/6 #5 EW per 2/S-101
    - F1 12ea. 5'x5'x1'-4' w/7 #5 EW per 2/S-101
  - Pilasters
    - Type 2 8ea. 2'x2'x3' with #5 hairpin, wrap around AR's w/form savers and 10 #6 vert, hooked into foundation w/#3 ties, 3 @ 2" OC balance @ 12" OC. Height to be field verified.
    - Type 1 1'x1'-9 1/2" w/8 #6 vert hooked into foundation w/#3 ties, 3 @ 2" OC balance @ 12" OC. Height to be field verified.
  - Stem walls
    - 25LF 8" x 2'4 w/2 #4 @ 24" OC
    - 48LF 1'-2 x 3' w/ledge 6" veneer w/2 #5 cont. #3 ties @ 18" OC w/#5 vertical dowels @ 18" OC
    - 125LF 8" x 3' w/6" above ground w/#4 @ 18" OC, hook ea. end with 2 #4 mid-depth and 2 #5 cont. per 2/S-402
    - 154LF 8"x2'-4 w/#4 @ 24" OC w2 #5 cont per 3/S402
  - Column tie beams 340LF per 5/S402
  - R-4 rigid insulation 2"x36" reference Q&A's and A/412

#### Division 4:

- Masonry – Brick Veneer Split-face CMU Block, 4" block veneer against metal building on 2 sides (Entrance).

#### Division 5: Metals

- 4 canopies above walk door 4' x 4.5'
- Metal shims for steel columns included
- 3/4" Anchor bolts with 1 welded nut and washer
- Snow guards AT LOW EAVE, see calcs attached.
- Metal stairs with grab bars on each side, metal grip struts no concrete pans.

#### Division 6: Woods

- Supply & Install 12LF Kountry Woods Cabinetry with hardware and quartz countertop with standard edge and 4" backsplash.
- Wood blocking

#### Division 7: Thermal Protection



- Roof Insulation – R-25 2-layer system 8” in the cavity + 2” overlay, with MBI Safety Liner
- Wall Insulation – R-25 single layer system 8” in the cavity.

Note: Thermal Blocks included

#### Division 8:

- Storefronts – 12ea. WF-01, 3ea. WF-02, 2ea. WF-03, 1ea. WF-06, 1ea. WF-07 double pane glass. 4ea. WF-54, 1ea. WF-51, 2ea. WF-52 and 7ea. WF-53 Single pane ¼ tempered.
- Hollow metal doors & frames – 10ea. HM DRs as followed: 2ea. Flushed single, 1ea. Flushed double and 7ea. Singles with lite kits. 16ea. Frames 16Ga.

Note: High gloss paint is not recommended. If used, prior notification is required

- Hardware – Mortise locks, grade 1 cylindrical locks, padlocks and cylinders, Stanley hinges, closers and exit devices, Trimco trim, Pemko weatherstripping – Brushed chrome, stainless steel and aluminum finishes.
- Overhead doors – 8ea. series 426 14’x14’ 24ga. roll-formed ribbed galvanized steel sections with expanded polystyrene insulation and 26ga. steel back covers; R-7.35. Single phase 115vac, 208vac, 230vac, Three phase 208vac, 230vac, 460vac, and Three phase 575vac; 1/2, 3/4 and 1 Hp
- Wall lites – 10ea. D2F 2.75" Glass 4' x 14' odc. 560 SF. And 1ea. 4' x 56' odc. 224 SF. Quad glazing. Thermally broken perimeter. Bronze.
- Interior Doors & Frames – 7ea. 3070 interior solid core birch and 6ea. HM 3070 interior doors with basic hardware.

#### Division 9: Finishes

- Interior Metal Stud Framing 20Ga. full height 14’with insulation
- 18Ga. 8” metal studs for demising wall (per the attached)
- 5/8” type X drywall level 4 finish throughout with corner bead metal
- Acoustic ceiling grid USG Donn or equal
- Acoustic ceiling tile 2 x 4
- Wash seal shop bays and wash bay concrete floors
- 400 Sq. Yds. Install carpet in 6 offices and open space upstairs (based on \$21/Sq. Yd. max selection)
- 865 Sq. Ft. Set grout ad seal ceramic tile in 3 bathrooms and locker room (based on \$3/Sq. Ft. max selection)
- Concrete stain and polish at office corridors and reception area (approx. 1273 sq. ft.).

#### Division 10: Specialties

- Lockers – 24LF 50123 Steel Locker Single Tier 3 with 16 Ga. Door and Frame 24 Ga. Body Parts, Stainless Steel Recessed Handle, 6” Louvers for Ventilation and 6” High Legs
- 1ea. locker bench 60" w x 9-1/2" d x 16-1/2" h with wood top and alum legs
- 3ea. Bathrooms accessories – grab bars, mirrors, soap dispenser, tissue dispenser
- 2ea. ADA bathroom partition



- 1ea. urinal partition
- 3ea. standard bathroom partition

### **Division 13: Special Construction**

- Pre-engineered Metal Building (Ref. General Description)
- Stamped 'For Construction' Drawings
- Steel Erection labor and equipment, seamer rental included
- Fire Detection Alarm System included

### **Division 15: Mechanical**

Note: No MEP drawings available at the time of pricing, assumptions are listed as followed:

- Basic Plumbing –
  - 1ea. GWH w/ exp. Tank
  - 1ea. Re-circ pump and 1ea. Circuit setter
  - 1ea. Backflow preventor with strainer included
  - 4ea. HB-1; 1ea. FS-1; 1ea. S-1
  - 6ea. Fd-1 with trap guards included
  - 1ea. Eye wash station with tempering valve
  - 30ea. Meters TD-1 and 9ea. Meters TD-2
  - 1ea. Sand/Oil interceptor with pea gravel base
  - Gas piping per drawings
  - Underground DWV piping PVC sched. 40 solid wall
  - Domestic water piping type L copper, insulated. Line to 5' outside building line type K copper.
- Basic plumbing interior –
  - Four L-1 wall hung lavs, ADA compliant, two per floor
  - Two MSB-1 mop basins, one per floor
  - Eight WC-1 floor mount, tank type water closets, non-pressurized, standard height
  - Two WC-2 ADA floor mount, tank type water closets, non-pressurized
  - Two UR-1 ADA urinals w/ manual flush valves
  - One bi-level EWC -1 w/ bottle filler, ADA compliant for first floor
  - One single level EWC-2 w/ bottle filler for second floor, non-ADA
  - One double bowl break room sink w/ disposer
  - One IMB-1 ice maker box in kitchen
  - One ice machine hook-up
  - One dishwasher hook-up
- HVAC System –
  - 2 furnaces with outdoor condensing unit for cooling for office space
  - Refrigeration piping
  - Condensate piping
  - Thermostats and control wiring
  - Exhaust fan for bathrooms





- All duct work at office are
- Grilles and registers
- Air Balance
- Start-up
- Electrical – Includes;
  - Temporary power
  - Lighting and controls
  - 6ea. Light poles, 2ea. bollards and trenching, and 1ea. monument sign (by others)
  - 28ea. Power outlet openings
  - 8ea. 208V Garage door controllers, power connections (Disconnects not shown on drawings so we did not quoted).
  - 8ea. Electric unit heaters
  - 10ea. Power receptacles first floor
  - 30ea. standard power outlets assumed for TI and 4ea. GFCI
  - 86ea. Mounted lighting fixtures with 11ea. Lighting control devices
- Fire Alarm System – Includes;
  - Fire Alarm Control Panel
  - Smoke detector at the panel
  - Pull station at panel
  - 2ea. Heat detectors and smoke detectors at mechanical rooms only
  - 12ea. Horn strobes

**BASE BID (Tax exempt Freight included): \$ 2,820,154**

**ALTERNATES:**

1. Sitework –
  - a. Manhole adjustment if needed. **Add \$675ea.**
  - b. Water valve/clean out adjustment if needed. **Add \$320ea.**
2. Metals –
  - a. Additional rows of snow bars (three rows per drawings). **Add \$18,117**
3. Paving at North-East side of the shop area – **Add \$28,309**
4. Construction Fence – Notes mention a CF fence not shown on drawings. If needed please **Add \$19,201** for 1,200 LF of fencing with 2 rolling gates
5. To include bonds – **Add 1.275%**

**NOTES**

- Construction Allowance included of **\$45,000** will only be used on the event of unknowns or adds to base scope
- Pricing is based on award of entire scope as proposed.
- Due to current market volatility pricing is good for a maximum of 14 days from day of quote.





- **Pricing includes erecting the building in the standard sequence: primary, secondary, bracing, wall insulation/panels, roof insulation/panels, trims/accessories. Stopping or changing sequence to start another activity will result in a change order and add cost for inefficiency, extended equipment, and any additional lodging and per diem associated with delays.**
- All trades and construction work assume standard wage rates.
- Materials FOB to jobsite
- **Winter Conditions are excluded from November 15<sup>th</sup> to March 15<sup>th</sup>, days lost and equipment extension rentals. Winter conditions would apply to building erection and concrete work to include heating blankets and decrease in productivity depending on NTP and actual start date.**
- **Full time Project Supervision Superintendent are included.**
- Standard safety included (any special safety classes and requirements are excluded at this time, but can be charged at actual cost if needed).
- Unobstructed construction access will be available on the jobsite with full access around the building & site including laydown area. All obstacles to be adequately shown on drawings.
- **Assumed IREA will be setting the power and LBS will only be responsible to tie to the transformer (by others). Sheet E-101 shows the transformer 20' from the electrical gear. We accounted for a total length of 35' of feeder for a 20' lateral trenching and vertical distances of 7' on each end.**
- The placement of partial pavement thickness for use during construction will void short term performance warranty.
- **Permit fees, water tap, planning fees and other governmental fees are excluded, not required for city jobs, per Sara Aragon from the Building Department.**
- Alternatives (if any) will be specifically and individually outlined and defined in this proposal.

**Exclusions: The following lists all items that are not specifically included in the above scope. These items are not included in the proposal cost or schedule. Excluded items include:**

1. Chemical stabilization of subgrade
2. Dewatering
3. Color or patterned concrete
4. Textura for billings
5. Re-seeding or landscaping
6. L shape items in brake room
7. Furniture (copy machine, refrigerator, microwave, TV etc.)
8. Cranes, crane beams and loading
9. Special RTU loadings not listed
10. PVC liner and epoxy coatings
11. Sprinklers system or other Fire suppression systems



12. Telephone or data rough-ins
13. Skylights and any other accessory not listed
14. Signage and Final Clean-up
15. Water and sewer tap to main (we are just capping the line stopping where the main will be in the future)
16. Gas regulators
17. Condensation piping

### **Lefever Building Systems – General Contractor Proposal**

#### **Construction Conditions & Inclusions:**

1. Pre-Engineered Metal Building Proposal inclusions & details:
  - a. Building to be designed as a “Standard Occupancy” use, unless otherwise indicated in this proposal.
  - b. Engineered stamped metal building drawings and calcs for building permit requirements. Stamped drawings will be from a registered engineer, licensed in the jurisdiction where the building will be constructed. Includes Signed and sealed construction drawings along with a Letter of Certification from registered Varco Pruden (VP) Engineer for the location of construction.
  - c. All PEMB materials and components (including mezzanines, etc.) are provided by VP unless otherwise specifically documented and identified or excluded elsewhere in this proposal.
  - d. LBS will provide a building that meets specifications for a Pre Engineered Metal Building as defined by VP and the Metal Building Manufacturers Association. VP spec will have precedence in determining acceptable specifications of the building.
  - e. Erection will be in compliance with VP Standard Erection Guidelines. Any change requested by owner, architect or GC that varies from VP specifications may impact the warranty and price. This includes trim and details.
  - f. All components are VP Standard; Sheeting & trim items (Kynar) includes a 25 year finish warranty. Includes VP warranty: 3 year on materials & workmanship.
  - g. Steel Finish:
    - i. Primary structural steel is shop primed; VP standard primed finish is gray. Girts and purlins are galvanized. VP standard detail.
    - ii. PEMB shop priming is provided to protect steel during transit and erection only. It is not intended or designed to be a final building finish. Any painting of the steel is covered in the scope of that division. Drips and other imperfections may be encountered and are normal and acceptable.
    - iii. Power washing of erect steel is NOT included as a standard part of this proposal.

GC Responsibilities and Clarifications:



1. Owner will provide insure a work site that provides reasonable access and an efficient work space. This includes a nearby laydown area and reasonable access to building perimeter. Adequate access to work area includes access for equipment and materials.
  - a. It is the intent and plan of LBS to have all materials from each vendor delivered in rapid sequence and largely at the same time.
  - b. If Owner changes approval drawings and this change results in a price increase from VP then Owner is responsible for additional costs. LBS is not responsible for any increase in price due to any other party's changes or modifications.
2. Timing of project (building delivery and erection schedule) may change from what is quoted in this proposal if there are delays in award of project, changes in design, or a delay in approval to proceed with the scope as quoted. In those events any delivery quoted in this proposal may experience a significant change. Excessive delay not caused by LBS will cause pricing to change if this forces LBS to alter crew schedules or change subcontractors due to delay.
3. Mobilization, Site Issues, Product Storage & Logistics:
  - a. Proposal is based on a single mobilization. If LBS must return to the job site for any reason that is outside of LBS control than Owner agrees to pay mobilization charge of \$5,000 per trip.
  - b. Mobilizations do not include any warranty, punch list items which will be covered by LBS.
  - c. Customer/Owner agrees to pay any storage charges that would be incurred due to project delays caused by items outside the control of LBS.

### **LBS Construction Exclusions& Conditions:**

Exclusions on Construction Items, the Building and related items: Unless specifically included in the proposal the following are excluded:

1. Architectural & Engineering work.
2. Engineered stamped Noise Study for building permit use.
3. Mill Certificates. On a standard proposal no mill certificates will be provided. If these are requested at time of order these can be provided.
4. "Buy America" act requirements are excluded unless otherwise indicated in this proposal.
5. Winter conditions, Wind, etc. including snow removal, are not included in proposal. If this appears to be a necessary part of the work and project activity LBS will provide a separate budget for this type of activity. This work will be done on a T&M basis and LBS will provide only an estimate for what will be needed.
6. Exclusions for General Proposal, Project & Contractual Terms:
  - a. Liquidated damages of any type.
  - b. Performance or Payment Bonding

### **General Business, Payment, Insurance, Labor & Other Terms & Conditions:**

1. General Pricing, Payment Terms, Financial Conditions and Proposal Terms:



- a. Pricing is good for 21 days and is based on materials pricing as of *the date of the proposal*. Any market change in prices for materials or supplies beyond this time frame will be passed as an increase to proposal cost.
  - b. If contract/work start more than 6 months from the date of final proposal LBS reserves the right to reprice the scope of work prior to beginning construction. LBS will not be held to honor the original price after the 6 month window.
  - c. Invoices are due in 30 days from billing date.
  - d. Costs or charges for using any payment system that is mandated by the Owner will be added to the proposal & contract amount. LBS is not responsible for any ongoing or application costs for any payment management system whether electronic or manual.
  - e. Owner/GC agrees to pay a finance charge of 0.75% per month for any delays in payment not caused by LBS.
  - f. Upon award this proposal shall become part of the contract. Acceptance of proposal must be made in writing by authorized company representative.
2. Provisions for Labor & Hours, Training, Terms, etc.:
  - a. Labor proposal is calculated based on a work week of 45 hours. (5 days @ 9 hours per day). No weekend or overtime above that is included.
  - b. LBS reserves the right to work on Saturday in order to meet or exceed schedule requirements. Owner agrees to make the job site available for work activities during this time at no charge to LBS.
  - c. All field change orders will be \$90.00/per man/per hour plus materials. Authorization to proceed and agreement to pay for changes must be signed in the field and provided to LBS in writing before any work will be started.
  - d. Proposal is based on standard wage rates and does *not* include Davis-Bacon wages or certified payroll reporting.
  - e. Proposal excludes specialized training (safety, operational, etc.) that may be required for the specific job site. Any training of this type will result in additional charges.
  - f. Priced based on working during daylight hours.
3. Insurance: Standard insurance coverage included (details can be provided).
  - a. Incremental insurance requirements will be provided for an additional fee.
  - b. LBS does NOT carry or provide Professional Liability insurance.
  - c. LBS will provide Builders Risk Insurance (BRI). This is included in the cost of the proposal.
  - d. LBS insurance policy has limitations and exclusions as detailed in insurance certificate. Owner/GC accepts these limitations and exclusions of insurance policy as written by LBS insurance company.
  - e. This proposal specifically excludes any type of OCIP credit or deduction.
  - f. This proposal limits any damages or claims (including indemnity claims) made by owner or GC to 5% of contract value. This limit does not apply to



Insurance limits/coverage. Insurance limits & coverage are defined in the insurance certificate and policy.

- g. LBS is not responsible for damages due to the acts of God (wind, hail, flooding, etc.) or theft and vandalism.

4. Retainage:

- a. Retainage will be 5%.
- b. Any unpaid balance (including retainage) that is outstanding after this 60 day window will accrue interest at the rate of 0.75% per month (9.0% per year) or portion thereof.

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Signature & Title of Authorized Representative

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Date

Submitted By:

***Scott Yarmer***

Lefever Building Systems

Sales Manager

970-210-7424

[syarmer@lefeverbuilding.com](mailto:syarmer@lefeverbuilding.com)

COST SUMMARY

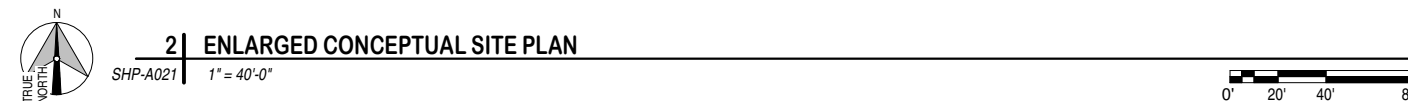
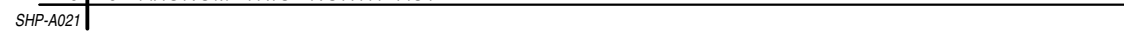
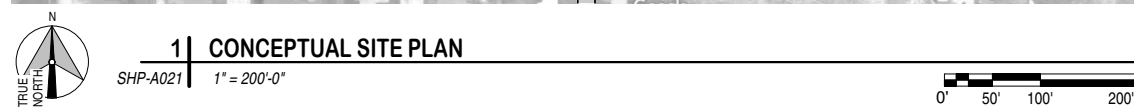
Issued Date: 3/12/2024  
Submitted Date: 3/12/2023

FIRM NAME: Buildings By Design

CSI CODE	DESCRIPTION	TOTAL PROJECT COST	ALT 1 Delete Construction fence	ALT 2 Provide 2 FRP DOORS	ALT 3 CONCRETE APRONS	8" ADD STAIRS FOR MEZZ	ALT 4	ALT 5 ADD 18 BOLLARDS	ALT 6 ADD LINER PANEL	ALT 7 DEDUCT ALT TRENCH DRAIN	ALT 8 DEDUCT FOR ALT LIGHTING PACKAGE	ALT 9 SITE WORK
	<b>DIRECT COST TOTAL</b>	<b>\$ 1,751,950</b>	<b>\$ -</b>	<b>\$ 4,200</b>	<b>\$ 3,600</b>	<b>\$ 52,500</b>	<b>\$ 18,800</b>	<b>\$ 61,762</b>	<b>\$ (10,000)</b>	<b>\$ (8,000)</b>	<b>\$ 294,954</b>	
01	General Requirements (within General Conditions)	na	na	na	na	na	na	na	na	na	na	na
02	Existing Conditions	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
03	Concrete	\$ 202,138	\$ -	\$ -	\$ 3,600	\$ -	\$ -	\$ 6,500	\$ -	\$ -	\$ -	\$ -
04	Masonry	\$ 14,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
05	Metals	\$ 14,530	\$ -	\$ -	\$ -	\$ 52,500	\$ 12,300	\$ -	\$ -	\$ -	\$ -	\$ -
06	Wood Plastics, and Composites	\$ 28,587	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07	Thermal and Moisture Protection	\$ 19,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08	Openings	\$ 171,833	\$ -	\$ 4,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
09	Finishes	\$ 186,861	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Specialties	\$ 23,930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
12	Furnishings	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
13	Special Construction	\$ 647,717	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,762	\$ -	\$ -	\$ -	\$ -
14	Conveying Equipment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
21	Fire Suppression	\$ 42,662	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Plumbing	\$ 142,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (10,000)	\$ -	\$ 9,000
23	Heating, Ventilating, and Air Conditioning	\$ 85,895	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Integrated Automation	na	na	na	na	na	na	na	na	na	na	na
26	Electrical	\$ 169,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,000)	\$ -
27	Communications	NA	NA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Electronic Safety and Security	IN Z1	IN Z1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Earthwork	\$ 18,897	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,390
32	Exterior Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,564
33	Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,000
	<b>GENERAL CONDITIONS TOTAL</b>	<b>\$ 232,993</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	General Conditions (Not-to-Exceed from Attachment B)	\$ 232,993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>FEE TOTAL (Based on Direct Cost and General Conditions)</b>	<b>\$ 118,497</b>	<b>\$ -</b>	<b>\$ 252</b>	<b>\$ 236</b>	<b>\$ 3,150</b>	<b>\$ 1,128</b>	<b>\$ 3,706</b>	<b>\$ (600)</b>	<b>\$ (480)</b>	<b>\$ 17,697</b>	
	Fee (Overhead & Profit) (Insert percentage)	6.00%	\$ 118,497	\$ -	\$ 252	\$ 236	\$ 3,150	\$ 1,128	\$ 3,706	\$ (600)	\$ (480)	\$ 17,697
	<b>SUBTOTAL CONSTRUCTION COSTS</b>	<b>\$ 2,093,439</b>	<b>\$ -</b>	<b>\$ 4,452</b>	<b>\$ 3,836</b>	<b>\$ 55,650</b>	<b>\$ 19,928</b>	<b>\$ 65,468</b>	<b>\$ (10,600)</b>	<b>\$ (8,480)</b>	<b>\$ 312,651</b>	
	<b>OTHER INDIRECTS TOTAL (No fees on these costs)</b>	<b>\$ 127,438</b>	<b>\$ -</b>	<b>\$ 185</b>	<b>\$ 158</b>	<b>\$ 1,785</b>	<b>\$ 887</b>	<b>\$ 2,718</b>	<b>\$ (440)</b>	<b>\$ (352)</b>	<b>\$ 12,978</b>	
	Construction Contingency on Direct Work (Insert percentage)	2.00%	\$ 35,039	\$ -	\$ 84	\$ 72	\$ 1,050	\$ 376	\$ 1,235	\$ (200)	\$ (160)	\$ 5,899
	Commercial General Liability Insurance (Insert percentage)	1.00%	\$ 19,749	\$ -	\$ 42	\$ 36	\$ 525	\$ 188	\$ 618	\$ (100)	\$ (80)	\$ 2,950
	Contractor Payment & Performance Bonds (Insert percentage)	1.00%	\$ 19,749	\$ -	\$ 42	\$ 36	\$ 525	\$ 188	\$ 618	\$ (100)	\$ (80)	\$ 2,950
	Builder's Risk Insurance (Insert percentage)	0.40%	\$ 7,960	\$ -	\$ 17	\$ 14	\$ 210	\$ 75	\$ 247	\$ (40)	\$ (32)	\$ 1,180
	Subcontractor Bonding Under \$50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	ALL Building Permits/Plan Review Fee/Use Tax - (ALLOWANCE)	0.00%	BY OWNER	BY OWNER	BY OWNER	BY OWNER	BY OWNER	BY OWNER	BY OWNER	BY OWNER	BY OWNER	BY OWNER
	Owner Contingency	\$ 45,000	na	na	na	na	na	na	na	na	na	na
	<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$ 2,220,876</b>	<b>\$ -</b>	<b>\$ 4,637</b>	<b>\$ 3,994</b>	<b>\$ 57,435</b>	<b>\$ 20,755</b>	<b>\$ 68,185</b>	<b>\$ (11,040)</b>	<b>\$ (8,832)</b>	<b>\$ 325,629</b>	

NOTES:





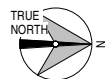
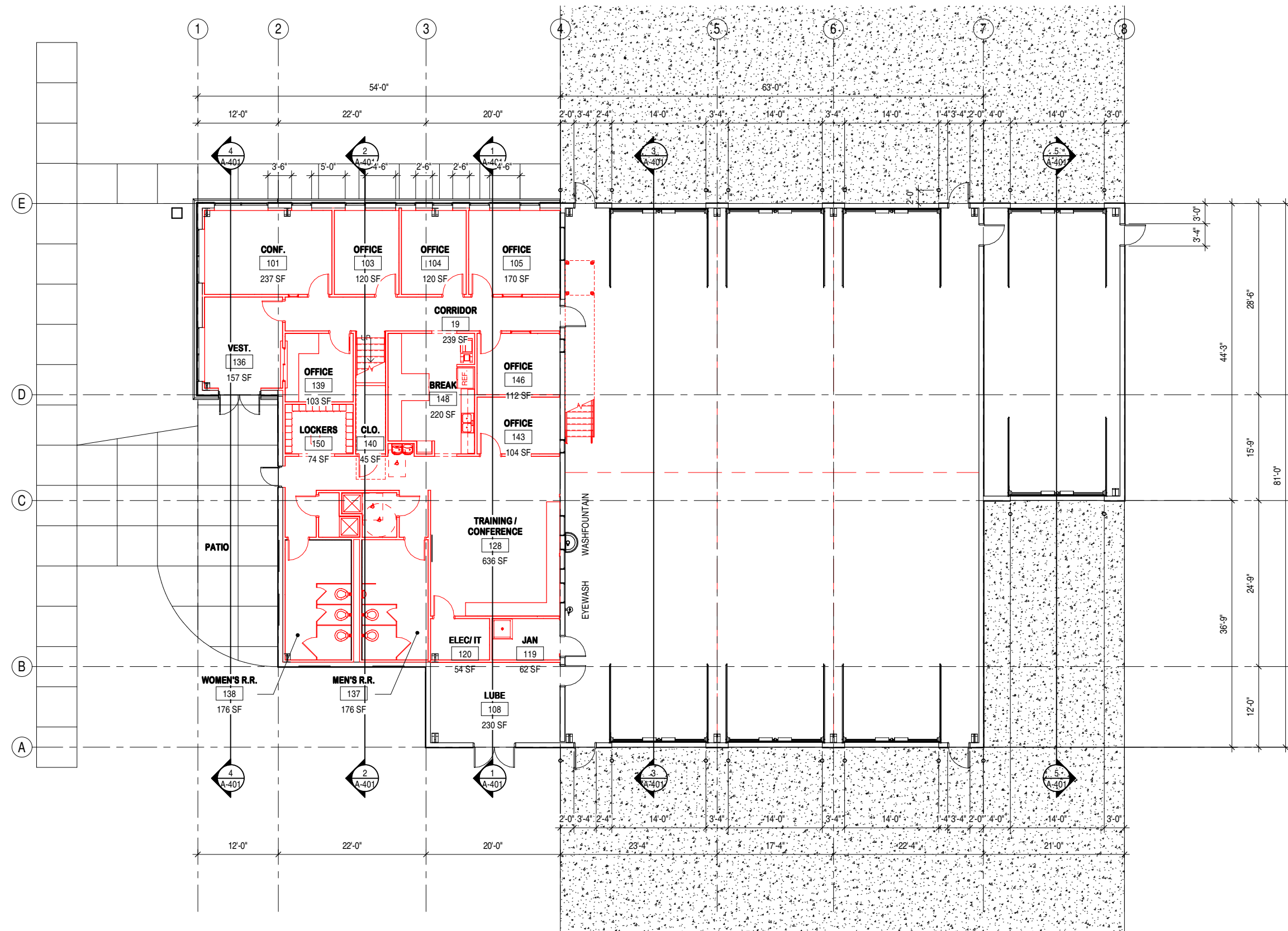
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		DESIGNED BY: Approver	PLOT DATE: 6/27/2019	CONTRACT NO.:	
		PLOT SCALE: 1/8" = 1'-0"	PLOT DATE: 6/57:17 AM	FILE NUMBER:	
		FILE NAME:			
		SIZE: 22" x 34"			

NOT FOR  
CONSTRUCTION

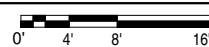
PUBLIC WORKS SHOP  
TOWN OF BENNETT  
BENNETT, COLORADO 80102  
FLOOR PLAN - FIRST FLOOR

SHEET  
IDENTIFICATION  
A-101



## 1 | FLOOR PLAN - FIRST FLOOR

A-101	1/8" = 1'-0"
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[illegible]

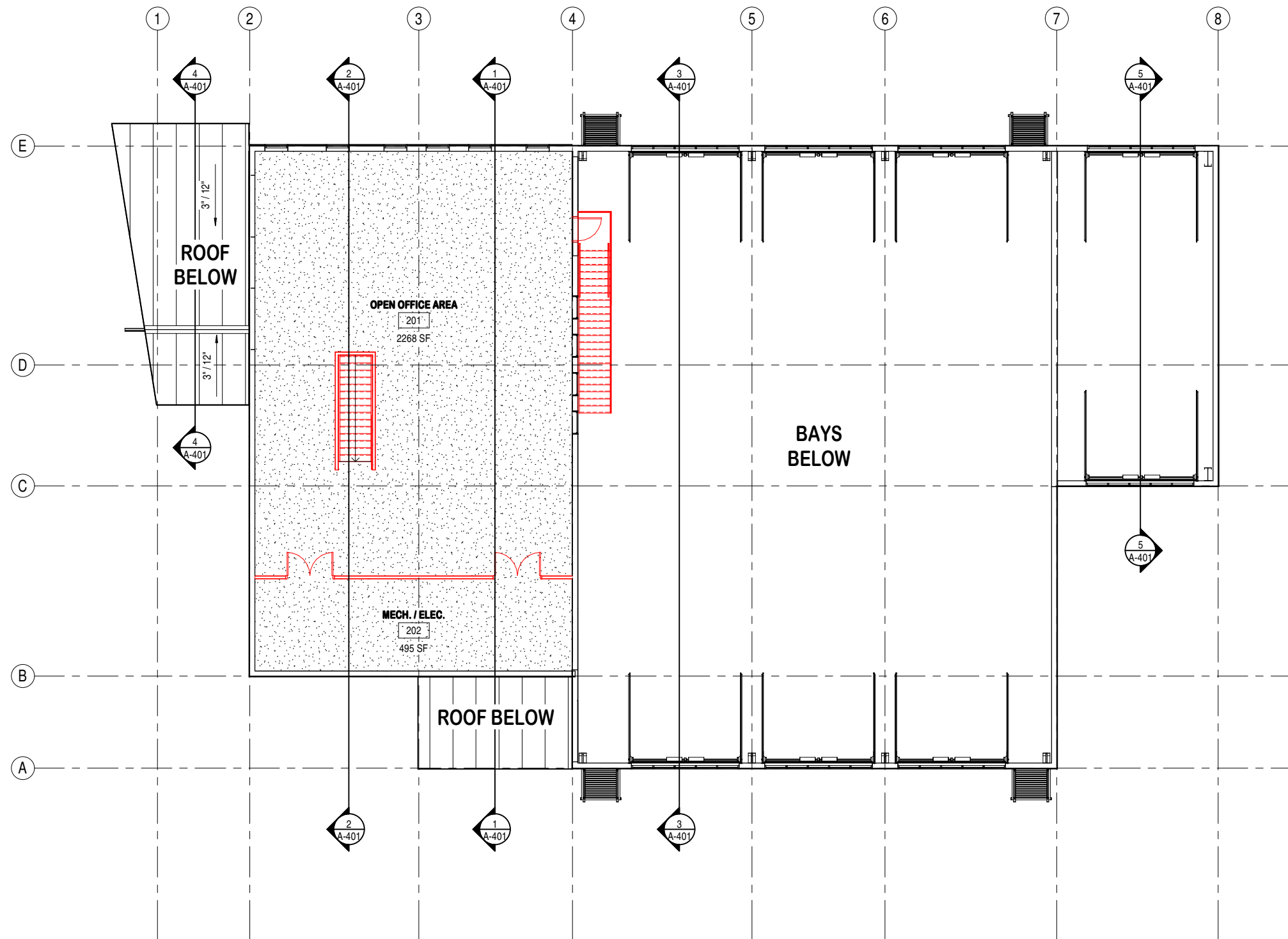
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DRAWN BY: Rafina	CHECKED BY: Checker	SOLICITATION NO.:	
DESIGNED BY: Approver	PLOT DATE: 6/27/2019	CONTRACT NO.:	
PLOT SCALE: 1/8" = 1'-0"	PLOT DATE: 6/57:19 AM	FILE NUMBER:	
SIZE: 22" x 34"	FILE NAME:		

## MASTER PLANNING

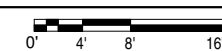
NOT FOR  
CONSTRUCTION

PUBLIC WORKS SHOP  
TOWN OF BENNETT  
BENNETT, COLORADO 80102  
FLOOR PLAN - SECOND FLOOR

SHEET  
IDENTIFICATION  
A-102



**1 FLOOR PLAN - SECOND FLOOR**  
A-102 1/8" = 1'-0"



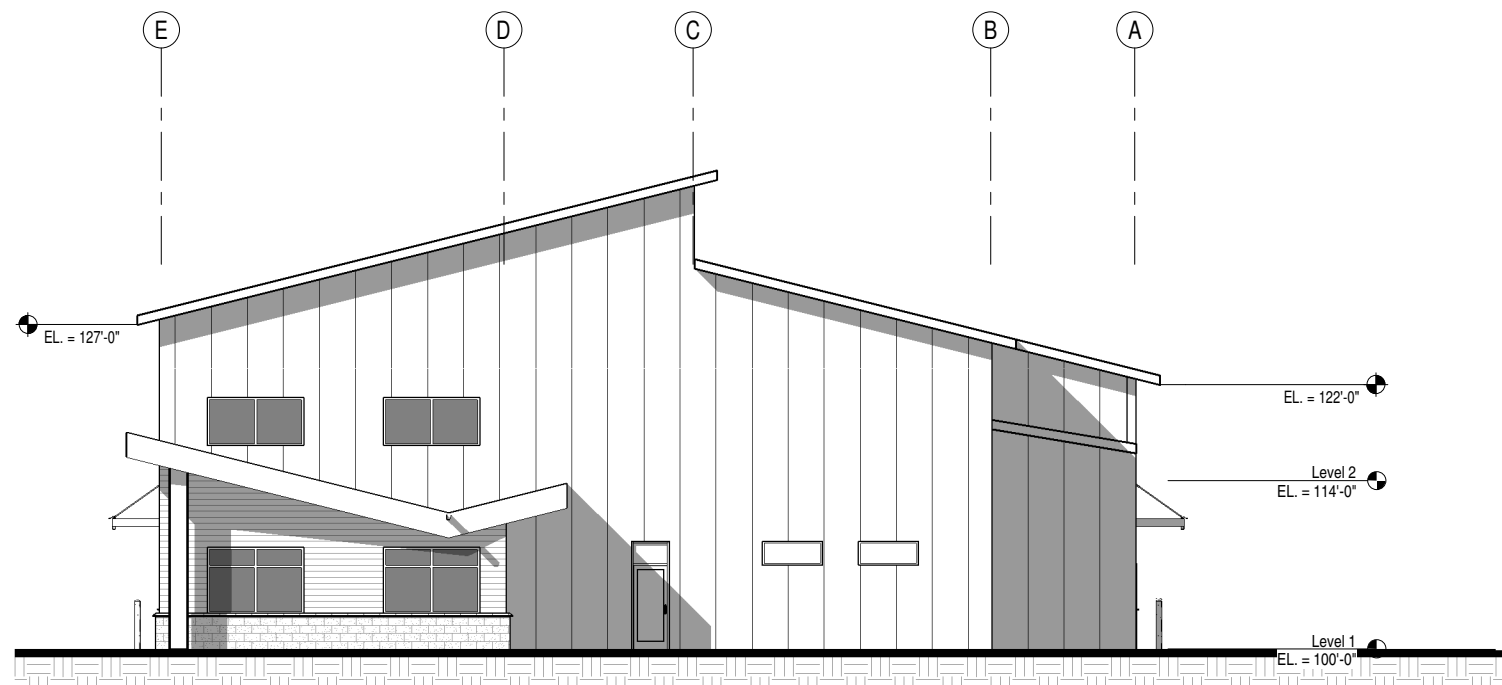
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		SBMT BY: Approver	PLOT DATE: 6/27/2019	CONTRACT NO.:	
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		FILE NAME: 22' x 34"			

NOT FOR  
CONSTRUCTION

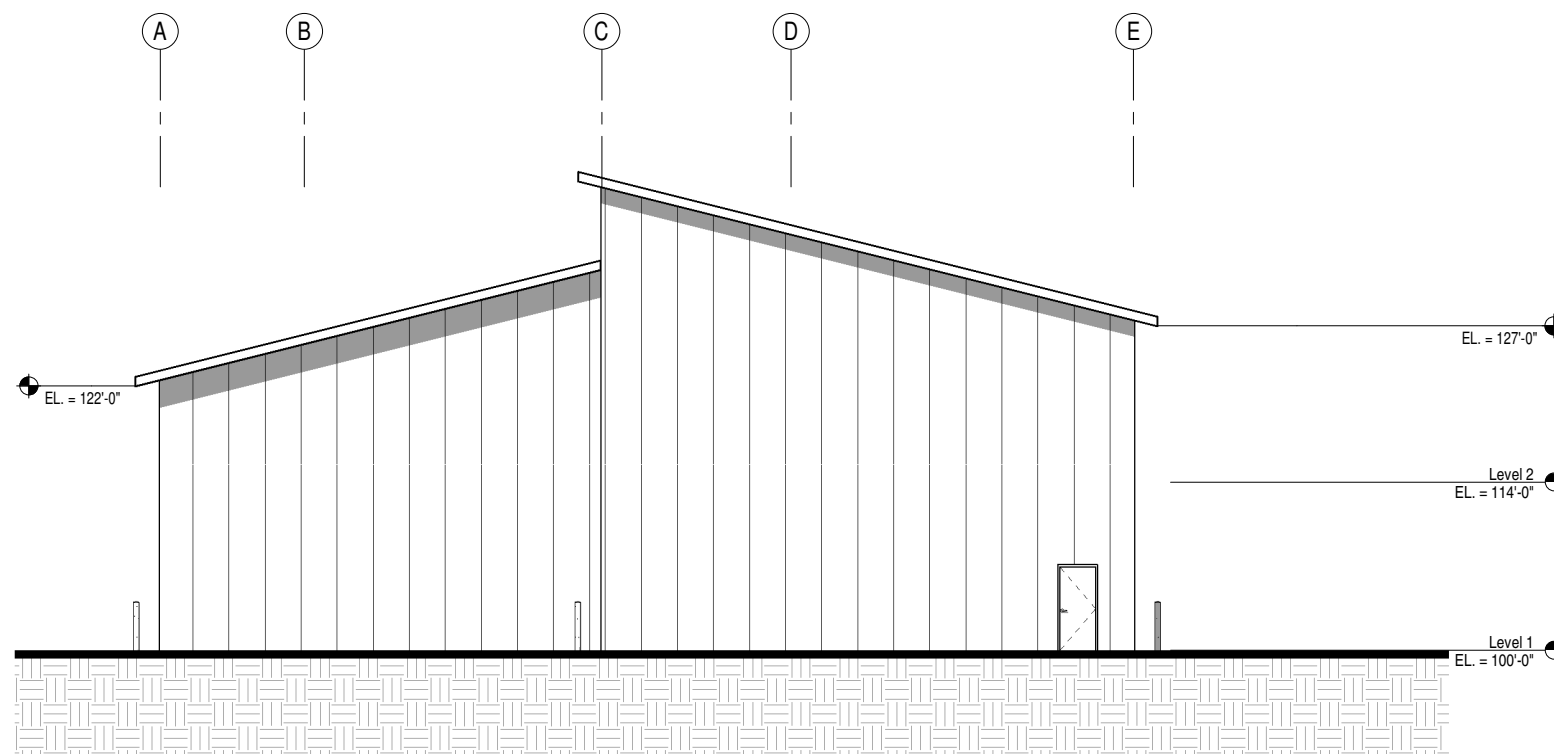
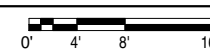
PUBLIC WORKS SHOP  
TOWN OF BENNETT  
BENNETT, COLORADO 80102  
BUILDING ELEVATIONS

SHEET  
IDENTIFICATION  
A-311



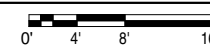
## 1 | BUILDING ELEVATION - NORTH

A-311	1/8" = 1'-0"
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## 2 | BUILDING ELEVATION - SOUTH

A-311	1/8" = 1'-0"
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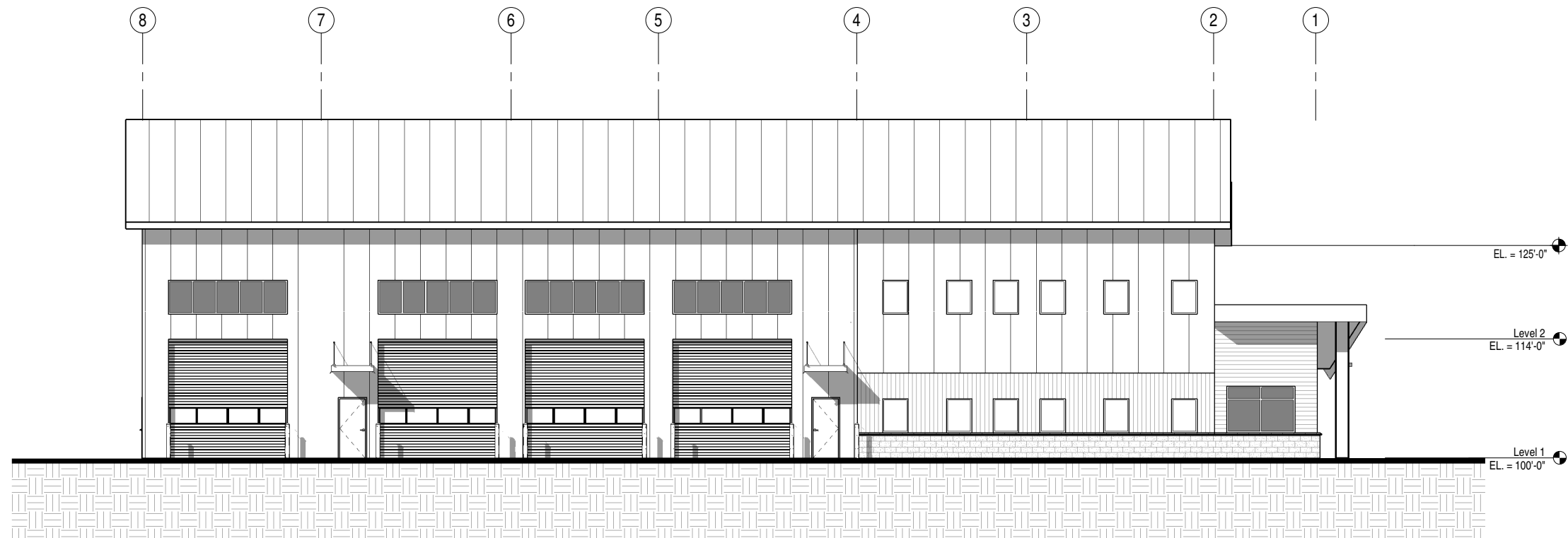


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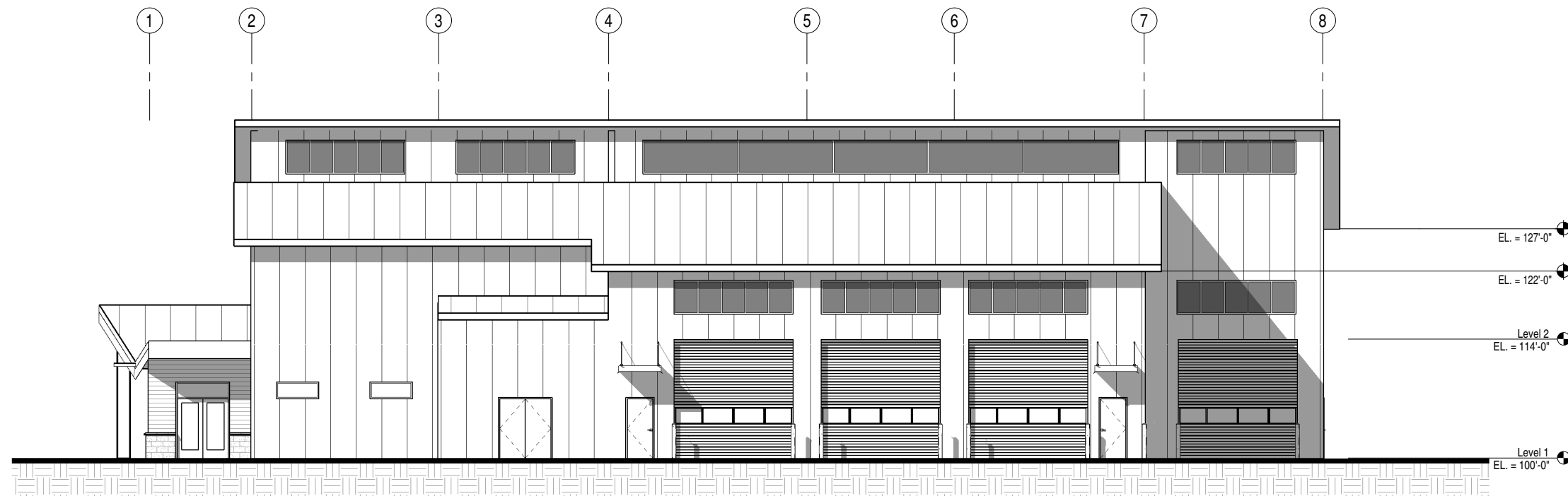
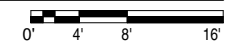
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		SBMT BY: Approver	PLOT DATE: 6/27/2019	CONTRACT NO.:	
		PLOT SCALE: 1/8" = 1'-0"	PLOT DATE: 6/27/2019	FILE NUMBER:	
		FILE NAME: 22' x 34"			

NOT FOR  
CONSTRUCTION

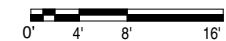
SHEET  
IDENTIFICATION  
A-312

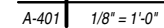
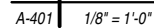
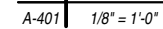
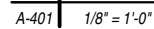


**1 | BUILDING ELEVATION - EAST**  
A-312 | 1/8" = 1'-0"



**2 | BUILDING ELEVATION - WEST**





### Suggested Motion

I move to authorize the Mayor and the Town of Bennett to sign a standard Town Construction Contract Agreement with Lefever Building Systems for a total contract in the amount of and not to exceed \$2,820,154 for the completion of erection and interior improvements for the North Municipal Complex (NOMCOM) Public Works Facility Construction project.

### Suggested Motion

I move to appoint Martin Metsker as a director to the BennT Creek Water Authority Committee.