



# **Town Board of Trustees**

**Tuesday, October 26, 2021 at 7:00 pm**

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

## **1. Meeting Information**

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/87202053857>

Meeting ID: 872 0205 3857

Passcode: 363588

One tap mobile

+13462487799

## **2. Call to Order**

Royce D. Pindell, Mayor

### **a. Roll Call**

## **3. Pledge of Allegiance**

Royce D. Pindell, Mayor

## **4. Approval of Agenda**

Royce D. Pindell, Mayor

## **5. Consent Agenda**

Royce D. Pindell, Mayor

### **a. October 12, 2021 Regular Meeting Minutes**

#### **Attachments:**

- **October 12, 2021 Regular Meeting Minutes** (10-12-2021\_-\_Regular\_Mee  
ting\_Minutes.pdf)

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

The Board of Trustees welcomes you. Thank you for joining us 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 on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and 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. Action/Discussion Items

#### a. RFP 21- 011 - CO Highway 79 and Marketplace Drive Intersection

Daymon Johnson, Capital Projects Director

##### Attachments:

- **Staff Report RFP 21- 011 - CO Highway 79 and Marketplace Drive Intersection** (0\_-\_Staff\_Report\_-\_RFP\_21-011\_Morton\_Electric\_Construction\_Contract\_-\_DJ\_-\_FINAL\_-\_10.18.21.pdf)
- **Morton Electric, Inc. proposal - dated 9/22/2021** (1\_-\_Morton\_Electric\_-\_On\_Time\_-\_9.22.21.pdf)
- **Email from Peter Kozinski** (2\_-\_Peter\_Kozinski\_email\_in\_Support\_of\_Morton\_-\_10.18.21.pdf)
- **Phase I - Marketplace Intersection Improvement Schematic** (3\_-\_Phase\_I\_-\_Marketplace\_Intersection\_-\_2.17.20.pdf)
- **SH-79 and Marketplace Ultimate Layout Exhibit** (4\_-\_SH\_79\_and\_Marketplace\_Ultimate\_Layout\_Exhibit\_-\_5.11.21.pdf)
- **Suggested Motion** (5\_-\_suggested\_motion.pdf)

#### b. RPP 21-013 - 3rd Street Sanitary Sewer Replacement Project

Robin Price, Public Works Director

Ricky Martinez, Assistant Public Works Director

##### Attachments:

- **Staff Report 3rd Street Sanitary Sewer Replacement Project** (0\_-\_Staff\_Report\_Third\_Street\_Sanitary\_Sewer\_Replacement\_Project.pdf)
- **RFP 21- 013 3rd Street Sanitary Sewer Replacement Project** (1\_-\_3rd\_Street\_Sanitary\_Sewer\_Replacement\_Project\_RFP\_21-013\_-\_RPRM.docx\_\_1\_.pdf)
- **3rd Street Sanitary Sewer Construction Plans** (2\_-\_3rd\_St\_Sanitary\_Sewer\_10-7-21\_A\_\_2\_.pdf)
- **Dan's Custom Construction Proposal** (3\_-\_3rd\_Street\_RFP\_Bid\_Dans\_Custom\_Construction.pdf)
- **Suggested Motion** (4\_-\_suggested\_motion.pdf)

### 7. Town Administrator Report

## **8. Trustee Comments and Committee Reports**

Mayor and Trustees

## **9. Executive Session**

Trish Stiles, Town Administrator

- a. For the purpose of 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); Bennett School District 29J Intergovernmental Agreement (IGA)**

### **Attachments:**

- **Executive Session Script** (Bennett\_Exec\_Session\_Script\_-\_Bennett\_School\_District\_29j\_IGA.pdf)

- b. Return to Open Meeting**

- c. Report from Executive Session**

## **10. Action/Discussion Items**

- a. To Take Action on Items Discussed in the Executive Session - Bennett School District 29J Intergovernmental Agreement (IGA)**

## **11. 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  
October 12, 2021

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1. CALL TO ORDER

The Board of Trustees of the Town of Bennett met in regular session on Tuesday, October 12, 2021 via hybrid meeting. Mayor Royce D. Pindell called the meeting to order at 7:09 p.m. The following persons were present upon the call of the roll:

Mayor: Royce D. Pindell

Trustees Present: Kevin Barden  
Darvin Harrell  
Whitney Oakley  
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, *Assistant Communications Director*  
Sara Aragon, *Community Development Manager*  
Tom Pitchford, *Chief Building Official*  
Robert Chappel, *Electrical/Building Inspector*  
Adam Meis, *Finance and Technology Coordinator*  
Steve King, *Special Projects Coordinator*  
Dan Giroux, *Town Engineer*  
Melinda Culley, *Town Attorney*

Public Present: Kathy Smiley, Gary Vance, Bud O'Neill, Adams County Sheriff Rick Reigenborn  
Karl Smalley

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Royce D. Pindell.



### 3. APPROVAL OF AGENDA

TRUSTEE VITTUM MOVED, MAYOR PRO TEM HARRELL SECONDED to approve the agenda as presented.  
The voting was as follows:

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

NO: None

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

### 4. CONSENT AGENDA

MAYOR PRO TEM HARRELL MOVED, TRUSTEE VITTUM SECONDED to approve the consent agenda as presented.

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

NO: None

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

A. Action: Approval of September 28, 2021 Regular Meeting Minutes

B. Action: Approval of Resolution No. 887-21

C. Action: Approval of Resolution No. 890-21

### PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Phillip "Bud" O'Neill, 45700 Highway 36, Bennett, Colorado shared concerns of snow plows leaving large drifts of snow therefore blocking his property leaving him without the ability to exit or enter his drive.

### 5. REGULAR BUSINESS

#### A. Action/Discussion

##### 1. Public Hearing

#### **Building Code Appeal – 215 Kiowa Avenue, Tymanike Apartment Decks**

Mayor Pro Tem Darvin Harrell called the matter of a Building Code appeal filed by Gary Vance. The hearing is begin held pursuant to Section 113 of the International Building Code for an appeal of the Building Official's decision regarding the property at 215 Kiowa Avenue. The public hearing was opened at 7:16 p.m.

Taeler Houlberg, Assistant to the Town Administrator, stated that in accordance with Colorado State Statute, notice of the public hearing was properly posted and published in the Eastern Colorado News on October 1, 2021. Legal #2525.

Mayor, Royce D. Pindell, recused himself from the public hearing. Dr. Gary Vance is a family member.

Dr. Gary Vance, 2545 Haskell Place, Watkins, Colorado 80137, reported to the Board of Trustees, he was a dentist in the Town of Bennett for 20 years. Dr. Vance paid for his dental schooling by framing and trimming homes while in college. Dr. Vance was the general contractor on his dental building and apartment building at 215 Kiowa Ave. He also built the concession stand garage and dugouts

at the Bennett ballfield. Dr. Vance reported to the Trustees the apartment decks have a few joists rotting. Dr. Vance decided to replace the entire deck to eliminate future repairs and having to paint the railings. The decks are made of pressure painted wood. On August 13, 2021 after completing 3-1/2 decks and 12 railings, he received a stop work order from the Town of Bennett. Dr. Vance was unaware he was required to pull a permit to repair and replace the decks. Dr. Vance met with Tom Pitchford, Chief Building Official. Mr. Pitchford informed Dr. Vance an Engineer's drawing and building permit would be required. Mr. Pitchford explained to Dr. Vance he could create a "hand" drawing in order to save money.

Sara Aragon, Community Development Manager, communicated to Dr. Vance the top priority of the Chief Building Official is life and property safety. Tom Pitchford, Chief Building Official, communicated to Dr. Vance the Engineer's drawing does not meet the Town Code minimum requirements. The siding must be removed where the decks attach to the building.

Trish Stiles, Town Administrator, and Dr. Vance met two weeks later. Ms. Stiles informed Dr. Vance the Town would look into the functional method of engineering instead of the prescriptive method of engineering, as stated in the Town Code.

Dr. Vance hired a general contractor, licensed by the Town of Bennett. On September 10<sup>th</sup>, Dr. Vance's General Contractor received an email from Tom Pitchford. The email stated a detailed narrative, including page numbers, details, a complete set of plans, etc.

Dr. Vance stated the 2018 IRC (*International Residential Code*) Chapter 5 Floors Table R507.9.1.3(1) *"That sheathing shall be permitted to be wood structural panel, gypsum board, fiberboard, lumber or foam sheathing. The connection details are 1/2" diameter bolt with 1" maximum sheathing". Per the 2018 IBC (International Building Code) Chapter 16 Structural Design 1604.8.3 Decks "Where supported by attachment to an exterior wall, decks shall be positively anchored to the primary structure and designed for both vertical and lateral loads as applicable. Such attachment shall not be accomplished by the use of toenails or nails subject to withdrawal. Where positive connection to the primary building structure cannot be verified during inspection, decks shall be self-supporting. Connections of decks with cantilevered framing members to exterior walls".* The International Codes complement each other and are open to interpretation.

It is Mr. Vance's belief the code has been misinterpreted. He reported he has positive connection to the building. The decks were reconstructed in the manner they were built in a much better level.

Sara Aragon, Community Development Manager, reported to the Board per Sec. 18-1-10 of the Bennett Municipal Code, the Town has adopted by reference the 2018 International Building Code (IBC) as the Town of Bennett Building Code. This includes Section 113.1 of the IBC, which requires the Town to have a Building Code Board of Appeals to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of the IBC. In Bennett, the Board of Trustees serves as the Building Code Board of Appeals. See Section 18-1-20(i) of the Bennett Municipal Code. When an application to the Board of Appeals is made, it shall be based on a claim that: 1. the true intent of the IBC or the rules legally adopted thereunder have been incorrectly interpreted; 2. the provisions of the IBC do not fully apply; or 3. an equally good or better form of construction is proposed. The Board does not have authority to waive requirements of the IBC. See IBC 113.2. Discussion of the Appeal In the Town of Bennett, building permits are

required for many projects. When a permit is not obtained and a contractor and/or property owner are found to be commencing with work, a "stop work order" will be issued. A stop work order requires that work cease immediately after securing the project site in a way that does not jeopardize life or property safety. The building code appeal being brought to the Mayor and Board of Trustees is in regard to 215 Kiowa Ave, which is a two-story apartment building owned by Gary Vance. There was a deck replacement project that commenced without building permits and a stop work order was issued, requiring the contractor and/or owner to obtain building permits for the project. As part of the building permit process, Mr. Vance submitted construction plans for the decks. The plans showed how the decks would be anchored/connected to the apartment building. For this case, the section of the IBC in question is 1604.8.3 Decks. Below is an excerpt from that section:

*Where supported by attachment to an exterior wall, decks shall be positively anchored to the primary structure and designed for both vertical and lateral loads as applicable. Such attachment shall not be accomplished by the use of toenails or nails subject to withdrawal. Where positive connection to the primary building structure cannot be verified during inspection, decks shall be self-supporting. Connections of decks with cantilevered framing members to exterior walls or other framing members shall be designed for both of the following:*

- 1. The reactions resulting from the dead load and live load specified in Table 1607.1, or the snow load specified in Section 1608, in accordance with Section 1605, acting on all portions of the deck.*
- 2. The reactions resulting from the dead load and live load specified in Table 1607.1, or the snow load specified in Section 1608, in accordance with Section 1605, action on the cantilevered portion of the deck, and no live load or snow load on the remaining portion of the deck.*

The plans submitted for this project does not meet the IBC requirements referenced above. It does not have positive attachment to the primary structure. Between the deck and the primary structure there is Masonite Siding as well as PW Sheathing. Though this design was stamped by an engineer, it does not meet the requirements of the IBC.

The plans submitted for this project does not meet the IBC requirements referenced above. It does not have positive attachment to the primary structure. Between the deck and the primary structure there is Masonite Siding as well as PW Sheathing (see the plan below). Though this design was stamped by an engineer, it does not meet the requirements of the IBC. Based on this, the building official informed Mr. Vance that his plans were not approved and that he must submit new plans for the decks that conform to the requirements of IBC Section 1604.8.3. Mr. Vance is appealing the building official's decision. The basis for Mr. Vance's appeal is set forth in his September 24, 2021 email to Ms. Stiles (attached), which states: The code you refer in the IBC only addresses positive attachment to the building. I have positive attachment and the decks are built better than before and the building dept. have not provided me with the code I have violated. I feel that they have misinterpreted the code and I am requesting an appeal.

The timeline of events leading up to the appeal:

#### Stop Work Order Issued

8/13/2021 Bob Chappel (Town Building Inspector) posted a stop work order at 215 Kiowa Ave (Tymanike Apartment Building) for work taking place to replace decks without a permit. The contractor that was on site was the building owner's son. Bob talked with Mr. Vance on his son's (also Mr. Vance) phone and instructed them to secure the door going

out to the balcony, shore up the corner and to cover the unfinished deck before they left the site.

#### Building Official Meeting with Owner

8/17/2021 or 8/18/2021 The Building Official met with Mr. Vance in the lobby of Town Hall. Mr. Pitchford reviewed the options to get the stop work order resolved as well as what would be possible solutions for the decks that had already been replaced without approval or permits.

#### Owner Email Requesting Deck Information

8/18/2021 Mr. Vance contacted me via email to discuss decks at the apartment building, I was out of the office and forwarded it to Savannah Vickery (our permit tech) to have her answer his questions.

#### Contractor License Applied For

8/19/2021 Nick Bradley (Owner of Colorado General Contracting) submitted a Town contractor license application to me and I forwarded it on to our Building Department main email address. This license still has not been issued, because we are waiting on proof of worker's compensation insurance (or waiver for it) and payment.

#### Permit Application and Plans submitted to the Building Department

8/23/2021 The permit was put in "plan review" status. At the time, Mr. Pitchford was on vacation but as a courtesy to Mr. Vance, I emailed Mr. Pitchford the plans and we discussed them over the phone.

#### Letter to Community Development Manager from Owner

8/23/2021 A letter was dropped off at Town Hall by Mr. Vance. I responded via email to Mr. Vance on August 24, 2021. It did take me a day to get back to him as I was gathering all of the information associated with the situation.

#### Plan Review Update

8/30/2021 Around August 30, I notified Mr. Vance by phone that the plans would not be approved with the drawing submitted because it did not meet the code minimum (either positive attachment or using supports). He was also emailed the same information from the Building Department email address on the same day.

#### Owner Request for Meeting with Town Administrator

9/1/2021 I was notified by the Town Administrator that Mr. Vance wanted to meet to discuss the result of the plan review Meeting with Mr. Vance 9/8/2021 The Town Administrator and Community Development Manager met with Mr. Vance to hear his concerns and see if we could find a mutual agreement regarding this matter.

#### Research on claims of misinterpretation of code and engineer stamps related to plan approval/review

9/8/2021 Much of Mr. Vance's concern in our meeting appeared to be related to our approval process in regard to having an engineer stamped drawing. It was his opinion that if it has an engineer stamp, it should essentially be approved and that our Building Official was being unreasonable by not making an exception in his case. I did reach out to both our Town Engineer and Charles Abbot and Associates (the Town's back up for

building services) and was able to confirm with them that regardless of an engineer's stamp, the code minimums must still be adhered to.

Follow up with Mr. Vance

9/11/2021 I emailed Mr. Vance on September 11 to update him with the outcome of our research and consultation with the individuals listed in the previous section.

Email Communication

9/10/2021 to 9/20/2021 Throughout these dates, there were multiple email communications between Town Staff and Mr. Vance (or a representative of his team) regarding the code in question and the appeals process. Those emails have been included as an attachment to this report.

Notice of Hearing

9/24/2021 The official request for an appeal was received.

Notice to Newspaper

9/28/2021 The public hearing notice was submitted to the Town Clerk for a hearing on October 12, 2021.

Notice to Tenants

9/29/2021 A notice to each tenant in the apartment building was delivered to each door.

Notice to Appeal Applicant

9/30/2021 The public hearing notice was sent via Certified Mail to the address on file for Mr. Vance.

Staff finds that the plans submitted by the applicant do not meet the requirements of IBC Section 1604.8.3. There is no positive attachment for the decks to the primary structure nor are they self-supporting. Staff reached out to Charles Abbot and Associates as well as the Town Engineer and they confirmed that the Building Official's interpretation is just and follows the intent of the IBC. Furthermore, after extensive code research and discussion with both parties previously mentioned, it was determined that an engineer stamp does not automatically qualify a project for approval. The requirements of the IBC must still be met.

Staff recommends that the Town Board of Trustees does not grant this appeal and include the following conditions moving forward:

1. The owner/applicant submit new permits and plans that meet the code requirements for this project within 14 business days.
2. The owner shall complete the approved scope of work no longer than 30 days after obtaining a building permit.
3. If the owner/applicant does not comply, they shall be cited for "work without a permit."

Trustee Sus asked Dr. Vance when he began construction on the decks. Dr. Vance replied he began work on August 9th, 2021. Trustee Sus also asked Dr. Vance why the engineer stamped drawings had a date of August 19th, 2021 when the stop work order was issued on August 13th, 2021.

Trustee Oakley asked Tom Pitchford if he had an opportunity to review the engineer stamped drawings. Mr. Pitchford reported he has not seen the stamped drawings.

Tom Pitchford, Chief Building Official, reported to the Board the decks are not being repaired, but rather replacing the decks, therefore the building must be inspected to verify if the decks are secured to the primary structure. The concern the ability going back to the primary structure and what material the primary structure is. Adams County records show the building was built in 1996.

### **PUBLIC COMMENTS**

There were no public comments presented.

### **CLOSING STATEMENTS**

Dr. Vance believes he covered the true intent of the IBC and positive attachment to the building and would "be happy" to remove a piece of the siding to show the material underneath which may be a 1/2" of sheathing. Dr. Vance believes the construction is as good as what was originally there. Dr. Vance feels even though he did not obtain a permit for the decks he feels as though he is being punished by all means possible by the Bennett Building Department.

1. Misinterpretation of the Code.
2. Not allowing an engineering stamped set of plans.
3. Why is an engineering stamp required if it's not approved?
4. Didn't know what Code he violated for six (6) weeks.
5. Was not allowed to speak to Trustees before the hearing.
6. Does not believe the health and safety of the occupants is at risk.

Melinda Culley, Town Attorney reviewed the rules of a Quasi-Judicial Hearing.

Sara Aragon, Community Development Manager, reported the Board of Trustees adopted the 2018 IBC on November 24, 2020. The 2018 IBC states any structural replacement is to follow the adopted IBC as if was built as a new structure. The Town relies on engineers to determine the load a structure can carry i.e. roof, deck or primary pour to ensure the safety of individuals. An engineer can waive the requirements of the code. In the event of personal or property damage the Town can be held liable. Mr. Chappel, Town Building Inspector, required the work to stop after the site was secured, per requirements of the stop work order. Safety is the Building Departments number one priority.

Mayor Pro Tem Darvin Harrell closed the public hearing on 215 Kiowa Avenue, Tymanike Apartment Decks at 8:32 p.m.

Trustee Oakley asked for confirmation if the Building Department would accept Dr. Vance's invitation to remove a portion of the siding to view the structural material. The Building Department stated they would need to inspect what is underneath the siding to determine the structural material.

Trustee Sus asked if Dr. Vance has the original 1996 building documents. Dr. Vance stated he does and will share them with the Building Department.

Trustee Vittum stated there has been an escalation of conflict between the Building Department and Dr. Vance closing off the possibility of a resolution. Mr. Vance has been pushed into a corner solely for replacing the decks of his apartment building. The correct role of the Town should be attempting to find a way to assist Dr. Vance with the repair or replacement his decks not making it impossible for Dr. Vance.

Ms. Stiles expressed the safety of the Town's residents are of utmost importance. There is no discrimination whether the building is 19 stories or three stories when safety could be a factor.

TRUSTEE VITTUM MOVED, TRUSTEE BARDEN SECONDED no action be taken this evening for the purpose of allowing the Building Department to inspect the original architectural drawings of this property and also to allow the Building Department to after removing siding to inspect material that the lag bolts will be driven into. The voting was as follows:

YES: Smith, Sus, Vittum, Barden, Harrell, Oakley

NO: None

RECUSED: Pindell

Mayor Pro Tem Darvin Harrell declared the motion passed unanimously.

Mayor Pro Tem Darvin Harrell called for a 15-minute recess at 8:57 p.m.

The meeting resumed at 9:09 p.m.

## **2. Intergovernmental Agreement (IGA) between Adams County, Colorado and the Town of Bennett for Law Enforcement Services**

### **Resolution No. 889-21 - A Resolution Approving an Intergovernmental Agreement with Adams County for the Provision of Law Enforcement Services**

Trish Stiles, Town Administrator, reported to the Trustees, the largest single expense to the Town of Bennett annually is the law enforcement contracts with both Adams and Arapahoe Counties. The Town enters into Intergovernmental Government Agreements (IGA) with each county to serve as the Town of Bennett Law Enforcement Agency for Bennett in the geographic area of the Town for each separate county.

The Board of Trustees directed staff at the end of 2020 to review the law enforcement IGA with the Adams County Sheriff for services in 2022. Staff also presented information regarding costs for Law Enforcement services to be provided internally through the creation of a Police Department. After review, the Board concluded that it is in the best interests of the Town to continue the IGA with Adams County Sheriff for Law Enforcement Services in 2022. In addition, the Board requested that Staff work with the Sheriff and County staff to explore a flat rate contract for 2022.

In addition to the IGA, the Town Board approved two full-time Community Service Officers (CSOs) for the Town of Bennett who will assist in not only code enforcement and animal control but will also serve in some duties such as parking enforcement and neighborhood patrol to alleviate duties with both the Adams and Arapahoe County Sheriff Offices. The program aims to provide more assistance to Town residents as well as build support with the Sheriff Offices.

The Adams County Sheriff, County and Town Staff worked to change the contract to a flat rate and the following updated IGA is proposed for consideration and approval by the Board this evening.

The level of service does not change from 2021 to 2022 and still includes the following:

- Two full-time patrol deputies
- Part-time services of a detective (37.5% of full-time work schedule)
- Sergeant (25% of full-time work schedule)
- Commander (25% of full-time work schedule)

The base fee for the 2022 IGA will be Three Hundred Ninety Thousand Dollars (\$390,000.00) in quarterly installments.

Sheriff Reigenborn reported to the Board Ms. Stiles and Town staff invested many hours of communication defining what the importance of the community means while re-evaluating how to simplify and make fair the contract for law enforcement provisions. Items i.e.: vehicles, bullets, computers, etc. Adams County has already purchased therefore those types of items have been removed from the contract.

Mayor Royce D. Pindell expressed his gratitude to Sheriff Reigenborn and working with Staff in order to create an improved contract.

Trustee Vittum also expressed his gratitude to Sheriff Reigenborn. Trustee Vittum recognized the many hours and efforts invested to redesign the contract. Trustee Vittum conveyed his gratefulness to our law enforcement.

Mayor Pro Tem Harrell shared that he wrote a letter of recommendation, in the last week commending, an Adams County Deputy who assisted a tire change.

Trustee Smith also echoed Mayor Pindell and Trustee Vittum's comments.

MAYOR PRO TEM HARRELL MOVED, TRUSTEE VITTUM SECONDED to approve Resolution No. 889-21 - A resolution approving an Intergovernmental Agreement with Adams County for the provision of law enforcement services. The voting was as follows:

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

NO: None

Mayor Royce D. Pindell declared the motion passed unanimously.

### **3. Public Hearing**

#### **Town of Bennett 2021 Comprehensive Plan**

#### **Resolution No. 888-21 - A Resolution Approving the 2021 Town of Bennett Comprehensive Land Use Plan**

Mayor Royce D. Pindell called the matter of the Town of Bennett 2021 Comprehensive Land Use Plan to order. The public hearing was opened at 9:28 p.m.



Taeler Houlberg, Assistant to the Town Administrator, stated that notice of the public hearing was published in the Eastern Colorado News on September 3, 2021 and in the I-70 Scout on September 7, 2021.

Trish Stiles, Town Administrator, reported to the Trustees, she is presenting the updated and final version of the Town of Bennett 2021 Comprehensive Land Use Plan.

### **PUBLIC COMMENTS**

There were no public comments presented.

Mayor Royce D. Pindell closed the public hearing at 9:43 p.m.

TRUSTEE VITTUM MOVED, MAYOR PRO TEM HARRELL SECONDED to approve Resolution No. 888-21 - A resolution approving the 2021 Town of Bennett Comprehensive Land Use Plan. The voting was as follows:

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

NO: None

Mayor Royce D. Pindell declared the motion passed unanimously.

## **6. TOWN ADMINISTRATOR REPORT**

Trish Stiles, Town Administrator, reported on the following:

- Staff has received several complaints from Antelope Hills regarding possible unauthorized motor vehicles in the open space. Staff is looking into the complaints and will be reaching out to Arapahoe County Sheriff's Office as well as assigning the area to the Town Community Service Officers for additional documentation and reporting to Arapahoe County Sheriff's Office.
- Sum Financial, a new Bennett business is requesting a ribbon cutting on November 9<sup>th</sup> time to be determined.
- Town staff attended ICMA in Portland, Oregon.
- Ms. Stiles attended a field excursion regarding a large scale water project.
- Ms. Stiles will be enjoying a family vacation from October 15<sup>th</sup> through October 23<sup>rd</sup>. Rachel Summers, Deputy Town Administrator, will be available in Ms. Stiles absence.

## **. TRUSTEE COMMENTS AND COMMITTEE REPORTS**

### **Kevin Barden**

Trustee Barden reported on the following;

- Expressed his gratitude to Town staff and the BeNNt Water Creek Authority for the update and education.
- He will not be at the next board meeting.

## 8. ADJOURNMENT

MAYOR PRO TEM HARRELL, TRUSTEE VITTUM SECONDED to adjourn the meeting. The meeting was adjourned at 9:50 p.m. Voting was as follows:

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

NO: None

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

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Royce D. Pindell, Mayor

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Christina Hart, Town Clerk

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Daymon Johnson, Capital Projects Director  
DATE: October 26, 2021  
SUBJECT: RFP 21-011 - CO Highway 79 and Marketplace Drive Intersection – Construction Contract

## Background

The Town issued RFP 21-011 on August 26, 2021, to solicit qualified bids on the Hwy. 79 and Marketplace Signalization and Intersection Improvements project. This solicitation was open for roughly four (4) weeks and bids were due on September 22, 2021. Below is the bidding firm information.

Bidding Firm	Bid
Morton Electric, Inc.	\$1,158,245.10

The Town received one qualifying bid from Morton Electric, Inc. Since there was only one bid, Staff discussed the matter with the Town's third party inspection firm (Rock-Sol) and Town consultants (Dan Giroux from Terramax and Peter Kozinski from Jacobs Engineering) about reopening the bid to try to solicit more numbers.

Ultimately, Staff opted against that approach for a myriad of reasons. Firstly, the reference check Staff performed internally and through our consultants was overwhelmingly positive. Out of 15 different contacts that were called, there was not a single "bad" reference. Secondly, Staff worried that the Town may lose a qualified bidder and had no assurance of generating additional bids by initiating a new bid period. Finally, because this is a quick project with a duration of roughly 40 days, Staff wanted to start as expeditiously as possible to ensure a finish by year end or close to it. Morton has confirmed their ability to meet our desired schedule and is ready to mobilize quickly.

Funding for this project will come from the Sales Tax Capital Improvement Fund and is within the budgeted appropriations for 2021.

## Staff Recommendation

Staff recommends the Board of Trustees authorize the Mayor to execute a contract with Morton Electric, Inc. in an amount not to exceed \$1,158,246 for the construction and improvements of the CO Highway 79 and Marketplace Drive intersection.

## Attachments

1. Morton Electric, Inc. proposal - dated 9/22/2021
2. Email from Peter Kozinski
3. Phase I – Marketplace Intersection Improvement Schematic
4. SH-79 and Marketplace Ultimate Layout Exhibit



# Town of Bennett

207 MUEGGE WAY  
BENNETT, COLORADO  
80102-7806  
(303) 644-3249  
(303) 644-4125 – FAX

## REQUEST FOR PROPOSALS COVER SHEET

Date: Thursday, August 26, 2021

Proposal Number: 21-011  
Proposal / Bid Title: SH-79 & Marketplace Signalization & Intersection Improvements

Proposals Will Be Received Until: September 22, 2021, 4:00 p.m., Local Time  
Town Hall, 207 Muegge Way, Bennett, CO 80102-7806

Goods or Services to Be Delivered to or Performed At: State Highway 79 & Marketplace Drive  
For Additional Information Please Contact: Daymon Johnson  
(303) 644-3249 Ext. 1005  
[djohnson@bennett.co.us](mailto:djohnson@bennett.co.us)

Documents Included in This Package:  
Request for Proposals Cover Sheet  
Invitation for Consultant Services  
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 Dan Giroux at (303) 644-3249.

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: Morton Electric, Inc. Fax: 719-948-9331  
Address: 1049 Meadow Lane City/State: Pueblo, CO Zip: 81006  
Contact Person: Ken Prior Title: Estimator Phone: 719-948-3097  
Authorized Representative's Signature: [Signature] Phone: 719-948-3097  
Printed Name: Joe Morton Jr Title: Vice President Date: 9/22/21

Email Address: ken@morton-electric.com

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# Town of Bennett

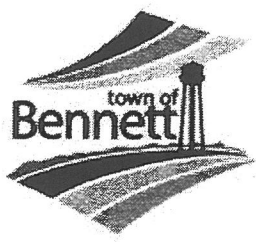
## REQUEST FOR PROPOSALS BID SCHEDULE

### I BID SCHEDULE: SH 79 & MARKETPLACE DR SIGNAL & INTERSECTION IMPROVEMENTS

Item Number	Item Description	Unit	Roadway	Unit Cost	Extended Cost
201-00001	Clearing and Grubbing	ACRE	0.57	\$ 6,000.00	\$ 3,420.00
202-00019	Removal of Inlet	EACH	1	\$ 2,500.00	\$ 2,500.00
202-00200	Removal of Sidewalk	SY	143	\$ 40.00	\$ 5,720.00
202-00203	Removal of Curb and Gutter	LF	256	\$ 14.50	\$ 3,712.00
202-00220	Removal of Asphalt Mat	SY	395	\$ 45.00	\$ 17,775.00
202-00240	Removal of Asphalt Mat (Planing)	SY	563	\$ 20.00	\$ 11,260.00
202-00810	Removal of Ground Sign	EACH	2	\$ 500.00	\$ 1,000.00
203-00010	Unclassified Excavation (Complete In Place)	CY	768	\$ 55.00	\$ 42,240.00
203-01597	Potholing	HOUR	40	\$ 225.00	\$ 9,000.00
208-00002	Erosion Log Type 1 (12 Inch)	LF	524	\$ 9.00	\$ 4,716.00
208-00020	Silt Fence	LF	935	\$ 30.00	\$ 28,050.00
208-00035	Aggregate Bag	LF	204	\$ 15.00	\$ 3,060.00
208-00046	Pre-fabricated Concrete Washout Structure	EACH	1	\$ 1,045.00	\$ 1,045.00
208-00051	Storm Drain Inlet Protection (Type I)	LF	36	\$ 55.00	\$ 1,980.00
208-00056	Storm Drain Inlet Protection (Type III)	EACH	1	\$ 700.00	\$ 700.00
208-00075	Pre-fabricated Vehicle Tracking Pad	EACH	1	\$ 2,700.00	\$ 2,700.00
208-00106	Sweeping (Sediment Removal)	HOUR	10	\$ 85.00	\$ 850.00
210-00810	Reset Ground Sign	EACH	1	\$ 500.00	\$ 500.00
210-00815	Reset Sign Panel	EACH	2	\$ 500.00	\$ 1,000.00
210-04020	Modify Inlet	EACH	1	\$ 2,500.00	\$ 2,500.00
210-XXXXX	Reset Ground Sign (Special)	EACH	1	\$ 750.00	\$ 750.00
212-00706	Seeding (Native) Drill	ACRE	0.4	\$ 6,000.00	\$ 2,400.00
213-00002	Mulching (Weed Free Hay)	ACRE	0.4	\$ 6,000.00	\$ 2,400.00
213-00061	Mulch Tackifier	LB	66	\$ 25.00	\$ 1,650.00
304-06004	Aggregate Base Course (Class 6)	SY	1594	\$ 90.00	\$ 143,460.00
403-33841	Hot Mix Asphalt (Grading S) (100) (PG 64-22)	TON	120	\$ 500.00	\$ 60,000.00
403-34871	Hot Mix Asphalt (Grading SX) (100) (PG 76-28)	TON	39	\$ 500.00	\$ 19,500.00
412-00190	Concrete Pavement (Patching)	SY	36.4	\$ 173.00	\$ 6,297.20
503-00018	Drilled Caisson (18 Inch)	LF	5	\$ 250.00	\$ 1,250.00
503-00036	Drilled Caisson (36 Inch)	LF	57	\$ 460.00	\$ 26,220.00
503-00042	Drilled Caisson (42 Inch)	LF	17	\$ 580.00	\$ 9,860.00
603-01185	18 Inch Reinforced Concrete Pipe (Complete In Place)	LF	261	\$ 250.00	\$ 65,250.00
604-19105	Inlet Type R L 5 (5 Foot)	EACH	2	\$ 6,000.00	\$ 12,000.00
604-30005	Manhole Slab Base (5 Foot)	EACH	2	\$ 2,500.00	\$ 5,000.00
608-00006	Concrete Sidewalk (6 Inch)	SY	188.2	\$ 130.00	\$ 24,466.00
608-00010	Concrete Curb Ramp	SY	61.7	\$ 247.00	\$ 15,239.90
609-21010	Curb and Gutter Type 2 (Section I-B)	LF	40	\$ 42.00	\$ 1,680.00
609-21020	Curb and Gutter Type 2 (Section II-B)	LF	719	\$ 43.00	\$ 30,917.00
609-24010	Gutter Type 2 (10 Foot)	LF	36	\$ 23.00	\$ 828.00
612-00001	Delineator (Type I)	EACH	4	\$ 300.00	\$ 1,200.00
612-00002	Delineator (Type II)	EACH	2	\$ 300.00	\$ 600.00
613-00206	2 Inch Electrical Conduit (Bored)	LF	365	\$ 30.00	\$ 10,950.00
613-00306	3 Inch Electrical Conduit (Bored)	LF	730	\$ 35.00	\$ 25,550.00
613-01200	2 Inch Electrical Conduit (Plastic)	LF	200	\$ 30.00	\$ 6,000.00
613-01300	3 Inch Electrical Conduit (Plastic)	LF	165	\$ 30.00	\$ 4,950.00
613-07034	Pull Box (24"x36"x18")	EACH	4	\$ 2,000.00	\$ 8,000.00
613-10000	Wiring	L S	1	\$ 22,300.00	\$ 22,300.00
613-13000	Luminaire (LED)	EACH	4	\$ 850.00	\$ 3,400.00
613-80130	Service Meter Cabinet	EACH	1	\$ 7,500.00	\$ 7,500.00
614-00011	Sign Panel (Class I)	SF	34	\$ 30.00	\$ 1,020.00
614-00012	Sign Panel (Class II)	SF	88.5	\$ 40.00	\$ 3,540.00
614-00029	Sign Panel (Class II) (Install Only)	EACH	4	\$ 250.00	\$ 1,000.00
614-01573	Steel Sign Support (2-1/2 Inch Round NP-40)(Post & Slipbase)	EACH	4	\$ 700.00	\$ 2,800.00
614-70150	Pedestrian Signal Face (16) (Countdown)	EACH	8	\$ 605.00	\$ 4,840.00
614-70336	Traffic Signal Face (12-12-12)	EACH	11	\$ 805.00	\$ 8,855.00
614-70448	Traffic Signal Face (12-12-12-12)	EACH	8	\$ 1,150.00	\$ 9,200.00
614-72855	Traffic Signal Controller Cabinet	EACH	1	\$ 28,500.00	\$ 28,500.00
614-72863	Pedestrian Push Button Post Assembly	EACH	4	\$ 2,500.00	\$ 10,000.00
614-72866	Fire Preemption Unit and Timer	EACH	2	\$ 3,200.00	\$ 6,400.00
614-72895	Vehicle Detection System (Single Camera)	EACH	4	\$ 10,575.00	\$ 42,300.00

**BID SCHEDULE: SH 79 & MARKETPLACE DR SIGNAL & INTERSECTION IMPROVEMENTS  
(Cont'd)**

Item Number	Item Description	Unit	Roadway	Unit Cost	Extended Cost
614-81011	Traffic Signal-Light Pole Steel (1 Mast Arm) (Install Only)	EACH	4	\$ 4,000.00	\$ 16,000.00
614-84000	Traffic Signal Pedestal Pole Steel	EACH	1	\$ 3,250.00	\$ 3,250.00
614-86800	Uninterrupted Power Supply	EACH	1	\$ 7,500.00	\$ 7,500.00
614-87690	Ethernet Switch	EACH	1	\$ 7,500.00	\$ 7,500.00
620-00002	Field Office (Class 2)	EACH	1	\$ 17,000.00	\$ 17,000.00
620-00012	Field Laboratory (Class 2)	EACH	1	\$ 23,000.00	\$ 23,000.00
620-00020	Sanitary Facility	EACH	1	\$ 6,000.00	\$ 6,000.00
625-00000	Construction Surveying	L S	1	\$ 13,800.00	\$ 13,800.00
626-00000	Mobilization	L S	1	\$ 212,876.00	\$ 212,876.00
627-00008	Modified Epoxy Pavement Marking	GAL	16	\$ 468.00	\$ 7,488.00
627-00011	Pavement Marking Paint (Waterborne)	GAL	10	\$ 248.00	\$ 2,480.00
627-30205	Thermoplastic Pavement Marking (Word-Symbol)	SF	105	\$ 20.00	\$ 2,100.00
627-30210	Thermoplastic Pavement Marking (Xwalk-Stopline)	SF	600	\$ 14.00	\$ 8,400.00
630-00000	Flagging	HOUR	64	\$ 83.00	\$ 5,312.00
630-00003	Uniformed Traffic Control	HOUR	64	\$ 88.00	\$ 5,632.00
630-00007	Traffic Control Inspection	DAY	40	\$ 350.00	\$ 14,000.00
630-00012	Traffic Control Management	DAY	20	\$ 950.00	\$ 19,000.00
630-80336	Barricade (Type 3 M-B) (Temporary)	EACH	2	\$ 120.00	\$ 240.00
630-80341	Construction Traffic Sign (Panel Size A)	EACH	32	\$ 11.00	\$ 352.00
630-80342	Construction Traffic Sign (Panel Size B)	EACH	19	\$ 11.00	\$ 209.00
630-80355	Portable Message Sign Panel	EACH	4	\$ 650.00	\$ 2,600.00
630-80360	Drum Channelizing Device	EACH	40	\$ 11.00	\$ 440.00
630-80380	Traffic Cone	EACH	40	\$ 11.00	\$ 440.00
630-80393	Stackable Vertical Panels	EACH	75	\$ 11.00	\$ 825.00
<b>Grand Total</b>					<b>\$ 1,158,245.10</b>



# 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  
ATTN: Purchasing  
207 Muegge Way  
Bennett, CO 80102

Attn: Purchasing / Daymon Johnson  
Title: Director of Capital Projects  
RFP: 21-011

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)

1,158,245.10

State total bid price with discount

1,158,245.10

**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  
(303) 644-4125 – FAX

## REQUEST FOR PROPOSALS

### SUBSTITUTE FORM W-9

Vendor# \_\_\_\_\_

#### REQUEST FOR TAXPAYER

#### IDENTIFICATION NUMBER AND CERTIFICATION

(A copy of the W-9 instructions is available upon request)

**1 NAME OF FIRM:**

Morton Electric, Inc.

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):

Morton Electric, Inc.

NAME (As it appears on invoice)

1049 Meadow Lane

ADDRESS

Pueblo, CO 81006

CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**

(If more than one remit to address, please attach on additional page.)

1049 Meadow Lane

STREET ADDRESS

Pueblo, CO 81006

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

84-1482011

Name of Business Owner (please print) Joseph A. Morton

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 9/22/21

Print Name Joseph A. Morton Jr

Telephone Number (719) 948-3097

**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

☐ Employee expense reimbursement

☐ Garnishment / Child Support

☐ Damage awards & other reimb

☐ Services

☐ Contract Labor

☐ Other (Explain)

☐ Sale of Land

☐ Attorney

☐ Non Attorney

Approved:

Town Administrator

Date

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Morton Electric, Inc.</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>1049 Meadow Lane</b>	<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code <b>Pueblo, Colorado 81006</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
			-				-	
<b>or</b>								
<b>Employer identification number</b>								
8	4		-	1	4	8	2	0 1 1

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

1-13-2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Morton Electric, Inc.

1049 Meadow Lane

Pueblo, CO 81006

### SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company

1450 American Lane, Suite 1100

Schaumburg, IL 60173

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Town of Bennett

207 Muegge Way

Bennett, CO 80102-7806

**BOND AMOUNT:** \$ Five Percent (5%) of Total Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

**SH-79 & Marketplace Signalization & Intersection Improvement, Project No. 21-011**

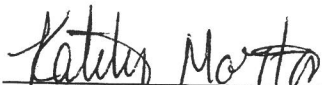
**SH-79 & Marketplace, Bennett, Colorado**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **22nd** day of **September** **2021**


  
(Witness)

**Morton Electric, Inc.**

(Principal)


  
(Title)

(Seal)

  
(Witness) **Liz Medley, Witness to Surety**

**North American Specialty Insurance Company**

(Surety)

  
(Title)

**Robert Charles Torrez, Attorney-in-Fact**

(Seal)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

TIMOTHY J. BLANCHARD, TERRI L. REESE, VICKIE GOLOBIC, ROBERT CHARLES TORRES, CHRISTINA L TOWNSEND, ASHLEY K. ANDERSON,

MARY ANN EURICH, JENNIFER J. WALKER, BARBARA J. ARNOLD, RUTH ANNE LINDSAY, K'ANNE E. VOGEL, NIKKI M. MOSBRUCKER, NICOLE LEE McGUIRE, AND LYNN CHRISTINE BOSMAN JOINTLY OR SEVERALLY

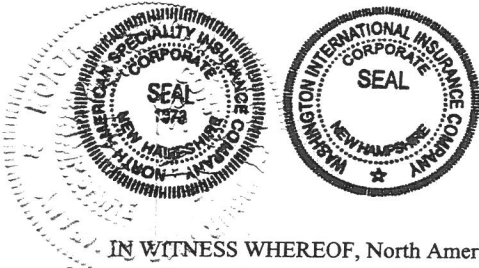
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS


This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By   
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 2ND day of JANUARY, 20 19.

North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

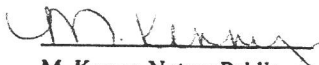
State of Illinois  
County of Cook SS:

On this 2ND day of JANUARY, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

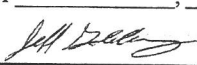
of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &  
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



1049 Meadow Lane, Pueblo, CO 81006  
Office: (719) 948-3097 Fax: (719) 948-9331

TO: Town of Bennett, Colorado

RE: Statement of Availability to Complete SH-79 & Marketplace Signalization Intersection Improvements

DATE: 9/22/2021

Morton Electric Inc has the capability and availability to undertake the SH-79 & Marketplace Signalization Intersection Improvements project for the town of Bennett, Colorado. Morton Electric is staffed with 40 plus employees, and we are currently accepting new projects to finish out 2021 and for the start of 2022.

Morton Electric, Inc.  
Ken Prior  
Estimator/ Project Manager





1049 Meadow Lane, Pueblo, CO 81006  
Office: (719) 948-3097 Fax: (719) 948-9331

TO: Town of Bennett, Colorado

RE: Project Completion Timeframe to Complete SH-79 & Marketplace Signalization Intersection Improvements

DATE: 9/22/2021

Per Morton Electric's experience in completing project's similar to SH-79 & Marketplace Signalization Intersection Improvements.

Upon notice of award:

1. 15-30 days for all contracts and related documents to be signed and in place.
2. Material submittals approval will take approximately 15-30 days.
3. Once submittals are approved the material for this project is 30-60 days out from the date it is ordered.
4. The 60 working days allotted for this project in the specification are more than adequate to complete this scope of work.
5. Starting a project heading into the winter months it is reasonable to expect weather delays from time to time.
6. If contracts are in place by end of October 2021 we would anticipate having this project complete by March/April of 2022.



1049 Meadow Lane, Pueblo, CO 81006  
Office: (719) 948-3097 Fax: (719) 948-9331

Morton Electric, Inc. has been in business for over 24 years, inaugurated by the president/ owner Joseph A. Morton in 1996. Our business has grown steadily in those twenty- four years, including a yearly increase in sales, the number of employees, and project size. We have had a comprehensive Safety Policy in place during the duration of being in business. We are insured and easily project bonded.

Incorporated Status: January 1999  
License #4474  
Bonding Capacity: 10M+  
EIN: 84-1482011  
DUNS: 052590259

We primarily operate in the commercial, industrial, and traffic field including but not limited to:

- Fire/ Safety Alarm Systems
- Parking Lot Lighting
- Facility Maintenance
- Voice/ Data Cabling
- Solar Energy Solutions
- Theatrical Lighting
- Service Upgrades and Expansions
- Water Treatment Facilities
- Fuel System Specialist
- Emergency Power Backup Systems
- Gas Wells/ Metering Stations
- Controls
- Tennant Finish
- Traffic Signal Construction
- Street Lighting
- Design Build Services
- ITS Construction and Maintenance
- Trouble- shooting and Repair
- Infrared Surveying

Thank you for the opportunity to introduce ourselves and submit our company information to you. We look forward to bidding this project with you.

**Contact Information:**

Ken Prior – Estimator  
[ken@morton-electric.com](mailto:ken@morton-electric.com)  
Office: 719-948-3097  
Fax: 719-948-9331

Sincerely,  
Morton Electric, Inc.  
Ken Prior  
*Estimator*



## Morton Electric, Inc.

Office Phone: 719-948-30947 Fax: 719-9489331

**Incorporated Status:** January 1999

**EIN:** 84-1482011

Mailing Address: 1049 Meadow Lane Pueblo, Colorado 81006	Physical Address: 27770 Hwy. 96 East Pueblo, Colorado 81001
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### Bank References

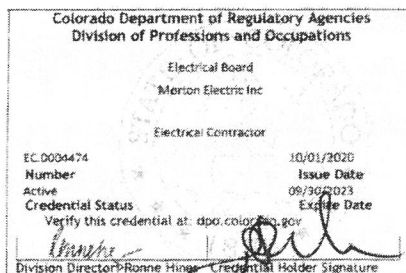
<b>Wells Fargo Bank</b> Charity Rice- Regional Business Manager 800-988-0004 Ext. 43842 P.O. Box 53418 Phoenix, AZ 85072-3418	<b>Legacy Bank</b> Jody Sanders – Business Account Manger 719-546-0800 101 N. Main Street Pueblo, CO 81003
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**Bonding Reference:** Bonding Capacity: 10M+

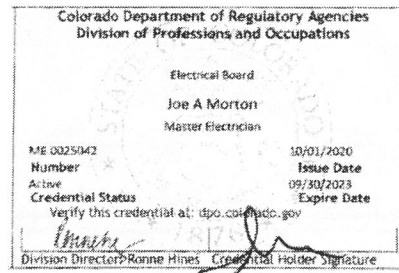
<b><u>Current Bonding Agency:</u></b> Swiss Re Corporate Solutions Will Pfanmiller - Underwriter/ Vice President 1600 Broadway, Suite 1600 Denver, Colorado 80202	<b><u>Current Agent:</u></b> HUB International Colorado Tim Blanchard - Chief Sales Officer 2742 Crossroads Blvd. Grand Junction, Colorado 81506
--	--

### Licenses

Morton Electric, Inc.  
EC. 0004474



Joseph A. Morton  
ME. 0025042



### Financial Documentation

Morton Electric, Inc. financial statements provided upon request.

# Insurance



## CERTIFICATE OF LIABILITY INSURANCE

MORTO-1 OP ID: SV

DATE (MM/DD/YYYY)  
02/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Western Group Inc.-Pueblo 511 W 10th St Ste A P.O. Box 1968 Pueblo, CO 81002 John Lane	CONTACT NAME: John Lane PHONE (AC No): 719-543-3604 FAX (AC No): 719-545-1722 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Acuity INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAC # 14184
INSURED Morton Electric, Inc. Joe Morton 1049 Meadow Lane Pueblo, CO 81008		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR LTR	TYPE OF INSURANCE	ADDL MO INSD	MO INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	ZE0179	09/26/2020	09/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	ZE0179	09/26/2020	09/26/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			ZE0179	09/26/2020	09/26/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Equipment Floater			ZE0179	09/26/2020	09/26/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 901, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ENERGYO	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLIGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Lane

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME	
	PHONE (INC. OR EXT.)	
	FAX (INC. OR EXT.)	
	ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Pinnacol Assurance	NAIC # 41190
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSURER	TYPE OF INSURANCE	ADOL	SUB	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	CLAIMS-MADE						DAMAGE TO RENTED PREMISES (Ea occurrence)
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Per one person)
	POLICY						PERSONAL & ADV INJURY
	PHO. JECT						GENERAL AGGREGATE
	LOC						PRODUCTS - COMP/OP AGG
	OTHER						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	OWNED						BODILY INJURY (Per accident)
	AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	HIRD						
	AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4068586	05/01/2020	05/01/2021	X PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE/RECEIVED?						EL EACH ACCIDENT
	(Indicate by X or N)						EL DISEASE - EA EMPLOYEE
	If yes, describe under DESCRIPTION OF OPERATIONS below						EL DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Western Group, Inc. Pueblo <i>[Signature]</i>

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## **Key Personnel**

Joseph A. Morton	President	<a href="mailto:joe@morton-electric.com">joe@morton-electric.com</a>
Michelle Bates-Stout	Business Manager	<a href="mailto:mstout@morton-electric.com">mstout@morton-electric.com</a>
Ken Prior	Estimator/ Project Manager	<a href="mailto:ken@morton-electric.com">ken@morton-electric.com</a>
Richard Zinanti	Estimator/ Project Manager	<a href="mailto:rick@morton-electric.com">rick@morton-electric.com</a>
Daniel Grubb	Project Manager	<a href="mailto:daniel@morton-electric.com">daniel@morton-electric.com</a>
Katelyn Morton	Project Coordinator	<a href="mailto:katelyn@morton-electric.com">katelyn@morton-electric.com</a>
Joseph A. Morton Jr.	Superintendent	<a href="mailto:joejr@morton-electric.com">joejr@morton-electric.com</a>

## **Resume – Key Personnel**

### **Joseph A. Morton**

#### **President, Master Electrician**

Mr. Morton has been an Electrician for 26 years and has owned his own business for 24 of those years. His primary role is to oversee all productivity and maintain balance in all aspects of the company. He has extensive knowledge and is highly experienced in commercial, industrial, residential and maintenance electrical wiring. The company he has built is based on a premise of dedicated professionals with strong ethical instincts.

### **Michelle Bates –Stout**

#### **Business Manager**

Ms. Stout graduated from University of Phoenix with a BSBM in 1998. Prior to being our Business Manager, she has an extensive background in commercial banking. She has worked for us for over 20 years.

- Oversees all internal operations: HR, PR, A/P, A/R, Payroll, and general organization.
- Aids in business development efforts and plays a key role in revenue growth.
- Controls and maintains Certified Payroll and Davis- Bacon prevailing wages.
- Certified: Quickbooks Trainer

### **Ken Prior**

#### **Estimator/Project Manager: Master Electrician**

Mr. Prior is a Master Electrician in the State of Colorado; he has 18 years' experience as an electrician. He joined Morton Electric, Inc. in 2013 and previously owned his own electrical contracting company.

- Estimates and project manages projects to ensure accuracy and timeliness.
- Certified McCormick's Estimating Program Trainer.
- Writes proposals and provides input on design changes and value engineering.

**Richard Zinanti****Estimator/Project Manager**

Mr. Zinanti has been an Electrical Estimator/ Project Manager for over 18 years. He specializes in the management of contracted projects.

- Certified McCormick's Estimating Program Trainer.
- Ensures project scope of work to meet the highest standards based on industry standards and project specifications.
- Manages and coordinates plans, specification, and resource management.

**Daniel Grubb****Project Manager: Licensed Journeyman Electrician**

Mr. Grubb is a Licensed Journeyman Electrician in the State of Colorado; he has 10 years' experience as an electrician. He joined Morton Electric, Inc. in 2010 and has worked up from a field position to Project Manager.

- Certified McCormick's Estimating Program Trainer.
- Manages projects to ensure accuracy and timeliness.
- Manages communication and work between all necessary parties on the project to ensure progress and smooth workflow.

**Katelyn Morton****Project Coordinator**

Mrs. Morton has 6 years' experience with Business management and Project Coordination. She oversees contracted projects in progress and works alongside the Project Manager to ensure efficiency and accuracy.

- Coordinates all communications throughout the duration of the project.
- Attends meetings, supplies meeting minutes, creates schedules, and handles overall paperwork flow of project.

**Joseph A. Morton Jr.****Project Superintendent: Licensed Journeyman Electrician**

Mr. Morton is a Journeyman Electrician Licensed in the State of Colorado; he has 7 years' experience. Graduate from Bureau of Apprenticeship Training (BAT) Certified 4 year electrical trade school. Mr. Morton oversees and manages our traffic and underground electrical division.

- IMSA Level II Traffic Signal Certified
- Work Zone Traffic Control Certified
- Colorado Department of Transportation: Erosion Control Supervisor Certified
- Lead on- site supervisor.
- Works in conjunction with other trades and manages subcontractor.

## Current Projects Under Construction

### Traffic and Underground Projects

Project/ Contract	Contract Amount	Description	Anticipated Completion	Contact Information
Dove Valley Metropolitan District Street Lighting Project	\$1,174,078.00	Project includes complete design and installation of 76 streetlights along three separate roads in Dove Valley Business Park.	December 2021	Julie Rentz <i>Manhard Consulting</i> 303-531-3222
Colorado Department of Transportation Cameras on I-70	\$912,748.91	Project includes installation of cameras along I-70 from Bennett-Burlington.	October 2021	Sanjiv Gupta <i>CDOT- Project Manager</i> 303-512-5833
Colorado Department of Transportation Woodland Park Signal Improvements	\$754,555.41	Project includes installation of new traffic signal at the intersection of SH 67 and Kelly's Road, and intersection improvements at various intersections throughout Woodland Park.	September 2021	Robert Wieder <i>CDOT -Project Manager</i> 720-873-5870
Colorado Department of Transportation I-70 Variable Speed Limit Project	\$1,100,000.00	Project includes installation of new variable speed limit signs along I-70 in Colorado.	January 2021	Negar Karimi <i>CDOT – Project Manager</i> 720-387-1381
Colorado Department of Transportation US 550 Durango 9 <sup>th</sup> – 12 <sup>th</sup> Street Intersection/ Median Improvements	\$3,200,000.00	Project includes installation of two new traffic signals including curb ramps, new median, and fiber conduits.	February 2021	Jennifer Allison <i>CDOT – Project Engineer</i> 970-880-0549
City of Lakewood Traffic Signal	\$626,808.59	Project includes traffic signal improvements at Union Blvd. & Florida Ave. and at Union Blvd. & Sere Lane.	September 2021	Ray Hill <i>Project Engineer</i> 303-987-7935
Lawrence Construction – Platte Ave. Bridge Replacement Project	\$163,732.75	Project includes installation of new traffic signal.	December 2021	Kyle Fuoss <i>Lawrence Construction PM</i> 303-419-2408

### Maintenance and Service Contracts

Project/ Contract	Description	Contract Time	Contact Information
BNSF Railroad	Contract includes quarterly inspection/repairs of lighting at two BNSF locations, and as needed service work issued by BNSF.	Continuous Service Contract	John Mahowald <i>BNSF Contact</i> 817-352-2364
City of Greeley – Traffic Signal Directional Boring	Contract includes on-call service for traffic signal underground conduit installation and related service projects.	1 Year Contract	Scott Logan <i>Project Manger</i> 970-350-9555
City of Commerce City- Street Lighting Maintenance Contract	Contract includes monthly inspections/ repairs of 441 street lights throughout Commerce City and on-call service for any emergency repairs.	1 Year Contract	Pete Adler <i>City Consultant</i> 303-349-3394



## Project Experience/ Completed Projects

### Traffic and Underground Projects

Project/ Contract	Contract Amount	Description	Construction Dates	Contact Information
City of Aurora – Street Lighting Project	\$375,000.00	Project included installation of 10 new street light poles and new electrical service upgrade.	June 2019 – September 2019	Jana Krell Project Manager 303-739-7640
City of Greeley – Traffic Signal Project	\$191,756.00	Project included installation of new traffic signal at 40 <sup>th</sup> St. & 66 <sup>th</sup> . Installation included all new signal equipment and detection devices.	July 2019 – October 2019	Scott Logan Project Manager 970-350-9555
City of Greeley – Traffic Signal Project	\$261,941.00	Project included installation of new traffic signal at 9 <sup>th</sup> Ave. and 16 <sup>th</sup> Street. Installation included all new signal equipment and detection devices.	March 2020 – May 2020	Scott Logan Project Manager 970-350-9555
City of Evans – Traffic Signal Project	\$317,576.00	Project included removal of existing traffic signal and installation of new traffic signal at 35 <sup>th</sup> Ave. and 34 <sup>th</sup> St. Installation included all new signal equipment and detection devices.	June 2020 – September 2020	Todd Hepworth Project Manager 970-454-8735
City of Aurora – Traffic Signal Pedestrian Push Button Replacement	\$608,400.00	Project included removal and replacement of push buttons in 50 intersections with audible push buttons.	January 2020 – February 2020	Carlie Campuzano Traffic Manager 303-739-7300
Douglas County – Variable Message Signs	\$592,425.00	Project included installation of three overhead variable message board structures and signs. Installation included vehicle radar detection.	May 2019 – May 2020	Cara Odonnell Douglas County 303-663-7784
Colorado Department of Transportation – Weather Station Upgrade	\$1,400,000.00	Project included installation of new weather stations, monitoring devices, and motor vehicle radar detection systems at 14 locations along Colorado Highways.	April 2018 – July 2019	Cameron Emick CDOT – Engineer 719-491-2536
Colorado Department of Transportation – Region 2 Road Closure Gates	\$428,800.00	Project included installation of road closure gates at various locations within Southern Colorado.	October 2019 – December 2019	Patrick Vigil CDOT – Engineer 719-251-6978
Colorado Department of Transportation – Central 70 Project	\$260,000.00	Project included installation of overhead sign structures along Colorado Central 70.	November 2019 – February 2020	Patrick Murphy Project Engineer 630-291-9379
Colorado Department of Transportation – Region 5 Chain Up Stations	\$917,000.00	Project included installation of light poles and electrical services at chain up stations along multiple Colorado mountain passes.	April 2020 – October 2020	Chris Maurer Project Manager 970-259-7534

City of Commerce City Street Lighting Project	\$233,725.00	Project includes complete design and installation of 12 streetlights along E. 96 <sup>th</sup> Ave. in Commerce City.	February 2021 - June 2021	Pete Adler <i>Commerce City</i> 303-349-3394
Colorado Department of Transportation Region 4 Signal Backplates	\$541,906.00	Project includes installing new signal backplates and signal head visors across Region 4.	January 2021- March 2021	CDOT Region 4
City of Castle Rock Traffic Signals	\$365,116.00	Project includes installation of traffic signal at Meadows Blvd. & Cherokee Drive and installation of span wire signal at Hwy 85 & Liggett Road.	November 2020- March 2021	Doug Moon <i>Castle Rock Project Manager</i>





Daymon Johnson &lt;djohnson@bennett.co.us&gt;

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**Kozinski - Supportive of Contracting with Morton Electric for Marketplace Signal Project**

---

**Kozinski, Peter** <Peter.Kozinski@jacobs.com>  
To: Daymon Johnson <djohnson@bennett.co.us>

Mon, Oct 18, 2021 at 10:19 AM

Good Morning Daymon –

After conducting four (4) reference checks with CDOT staff on Morton Electric, the sole bidder on the Marketplace Signal project, and all coming back positive – I am supportive of the Town contracting with them for the Marketplace Signal project.

Given that the Town has not worked with them in the past – my one recommendation would be that during the pre-con meeting we outline the importance of this project to the Town and discuss our expectations of them. Setting this solid foundation will help ensure the project get off to a good start.

I look forward to supporting you and the Town of Bennett on this exciting project.

Best,

Peter Kozinski, P.E. | Jacobs | Senior Project Manager | 720.505.0245 cell |

[Peter.Kozinski@Jacobs.com](mailto:Peter.Kozinski@Jacobs.com) | [www.Jacobs.com](http://www.Jacobs.com)

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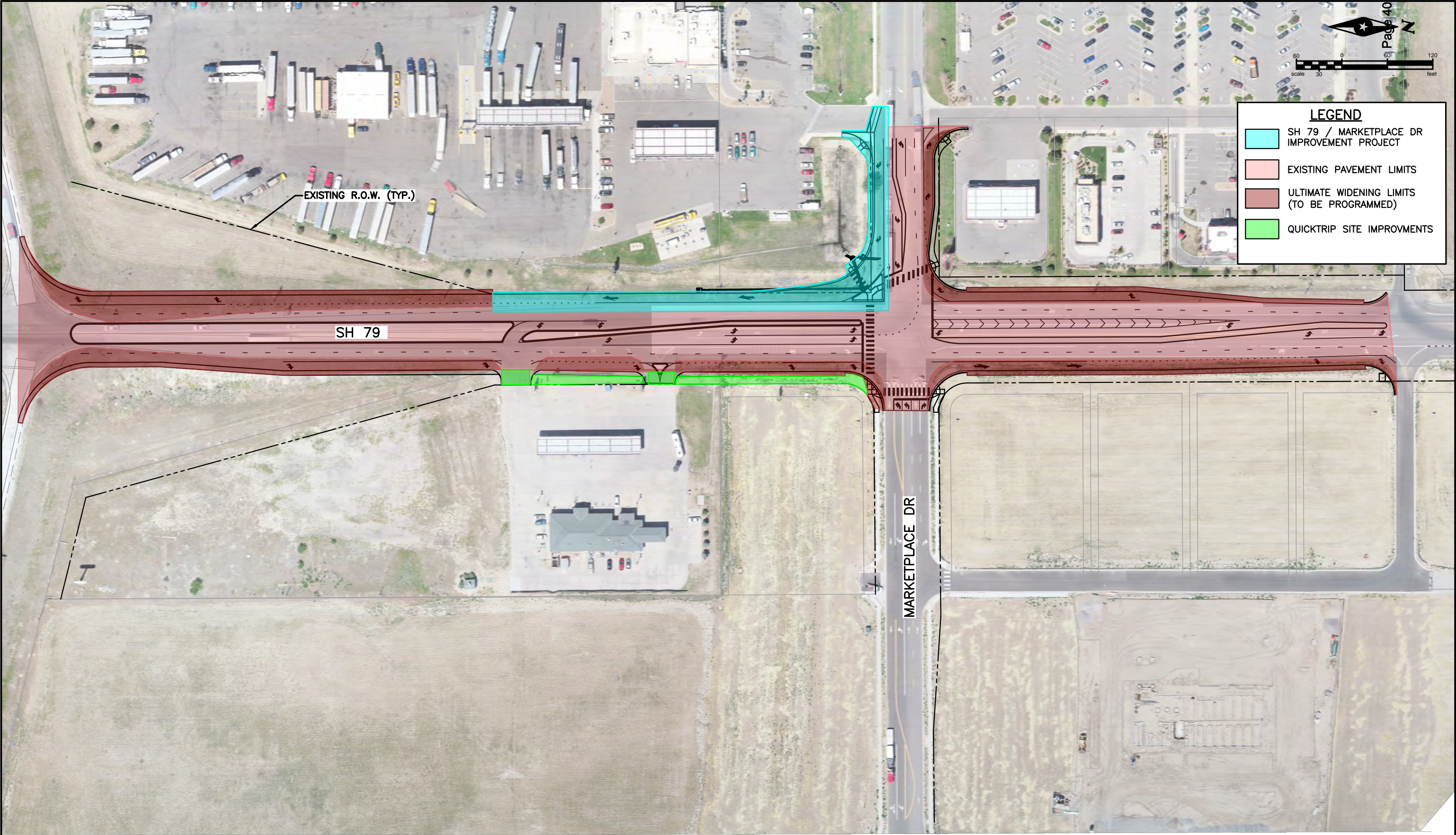


Print Date: 5/5/21		<div><div></div><div></div><div></div><div></div></div>	Sheet Revisions			<div><p>town of Bennett</p><p>welcome neighbors.</p></div>	As Constructed		ULTIMATE INTERSECTION LAYOUT			Project No./Code	
File Name: BE156049_SE CORNER EXHIBIT_UPDATE.DWG			Date:	Comments	Init.		No Revisions:					20-004	
Horiz. Scale: 1:1      Vert. Scale: As Noted							Revised:		Designer: J. LARSON		Structure Numbers	-	
Unit Information      Unit Leader Initials							Void:		Detailer: K. KULESZA			Sheet Number	
<div><div>Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801</div></div>						Sheet Subset:		Subset Sheets: 1 of 2		1			





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Print Date: 5/5/21		<div><div></div><div></div><div></div><div></div></div>	Sheet Revisions			<div><p>town of Bennett</p></div>	As Constructed		ULTIMATE INTERSECTION LAYOUT			Project No./Code	
File Name: BE156049_SE CORNER EXHIBIT_UPDATE.DWG			Date:	Comments	Init.		No Revisions:					20-004	
Horiz. Scale: 1:1      Vert. Scale: As Noted							Revised:		Designer: J. LARSON		Structure Numbers	-	
Unit Information      Unit Leader Initials							Void:		Detailer: K. KULESZA			Sheet Number	
<div><div>Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801</div></div>									Sheet Subset:		Subset Sheets: 2 of 2		2



### **Suggested Motion**

I move to authorize the Mayor and the Town Bennett to enter into a standard Town contract agreement with Morton Electric, Inc. in amount not to exceed \$1,158,246 for the construction and improvements of the Colorado Highway 79 and Marketplace Drive intersection.

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Robin Price, Public Works Director  
Ricky Martinez, Assistant Public Works Director  
DATE: October 26, 2021  
SUBJECT: 3<sup>rd</sup> Street Sanitary Sewer Replacement Project

## Background

As town growth has increased, Bennett has determined a need to upgrade the size and capacity of certain sections of the sanitary sewer lines on the north side of town. The Town began this project in 2018 by installing a 12" sanitary sewer line north of Lincoln to Roosevelt.

The current portion of the Bennett Sanitary Sewer Replacement Project is located in the Lincoln Avenue and 3<sup>rd</sup> Street alley. This specific project includes tying the existing 12" on Lincoln to the existing line on 3<sup>rd</sup> Street and installing a new 12" sanitary sewer line west of the existing 8" sewer line that will be left in place as a local collector.

## Summary of RFP Bids

The Town received multiple inquiries about bidding this RFP project but due to the unique challenges and the timeline that was presented, only one bid was submitted. The qualified RFP response is below:

- **Dan's Custom Construction (DCC):** DCC is located in Brighton Colorado. They specialize in the construction modification and maintenance of water and wastewater treatment facilities. The Town has worked with DCC in the past and has been impressed with their quality of work.

Company	Bid
Dan's Custom Construction	\$150,000

DCC's proposal fits into the existing budget and their company has the qualifications and experience to perform this work with the plan set that was included in the RFP.

Funding for this project will come from the Sales Tax Capital Improvement Fund and is within the budgeted appropriations for 2021.

Funding for this project will come from the Wastewater Fund and is within the budgeted appropriations for 2021.

## Staff Recommendation

Staff recommends the Board authorize the Mayor and the Town of Bennett to enter in a contract with Dan's Custom Construction for the 3<sup>rd</sup> Street Sanitary Sewer Replacement Project in an amount not to exceed \$150,000.

## Attachments

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1. RFP 21- 013
2. 3<sup>rd</sup> Street Sanitary Sewer Construction Plans
3. Dan's Custom Construction Proposal

# REQUEST FOR PROPOSALS

## Cover Sheet



welcome neighbors.

**Date of RFP Issuance:**

**October 7, 2021**

**Project Number:**

21-013

**RFP Title:**

**3<sup>rd</sup> Street Sanitary Sewer Replacement Project**

**Proposals Due:**

October 20, 2021 2:00 p.m., Local Time

**Submit Proposals to:**

**rmartinez@bennett.co.us**

Town Hall, 207 Muegge Way, Bennett, CO 80102-7806

**For Additional Information Please Contact:**

Person in Charge

(303) 644-3249 Ext. 1009

Email: **dangiroux@terramax.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 \_\_\_\_\_ Phone: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
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 the 3rd **Street Sanitary Sewer Replacement 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 Bennett Sanitary Sewer Project is located on Lincoln Ave and 3<sup>rd</sup> Street Alley. As town growth has increased The Town has determined a need to increase the size and capacity to certain sections of the sanitary sewer on the north side of town. The Town began this project in 2018 starting north of Lincoln to Roosevelt by installing a 12" sanitary sewer line. This specific project includes tying to the existing 12" on Lincoln to the existing line on third. This project will be a new installation of a 12" sanitary sewer line west of the existing 8" sewer line that will be left in place as a local collector. Due to the nature of dry utility installed in this alley a plan set is provided with detailed description of all existing utilities.

### III SCOPE OF WORK

The 3<sup>rd</sup> Street Sanitary Sewer Replacement Project can be bid using the Terramax, Inc. Consulting and Engineering Plans dated October 7, 2021. The project plans include Cover Sheet, General Notes and Specifications, Existing Site Plan, Proposed Site Plan, Plan & Profile, Cross-Sections, and Cross-Section. The project should be bid off of the attached plans. General quantities and description of work include the following:

- 480' of new 12" DIA. PVC Sanitary Sewer Main 1-3' south of existing SS alignment
- Tie into existing live 12" line
- Remove and Replace concrete pavement as necessary
- (2) 4' DIA. Sanitary Sewer Manhole
- Salvage all alley surfacing aggregate and redistribute at completion of project.
- Alley cleanup including weed removal and finish grading by general contractor

All other appurtenances can be referred to off the plan dated October 7, 2021 by Terramax, Inc. Consulting and Engineering.

## **RFP INSTRUCTIONS**

### **I QUESTIONS ABOUT RFP**

All technical inquiries regarding this RFP shall be made in writing to Ricky Martinez, Public Works Utilities Supervisor, [rmartinez@bennett.co.us](mailto:rmartinez@bennett.co.us) and Dan Giroux, Town Engineer, [Dangiroux@terramax.us](mailto:Dangiroux@terramax.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. 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. Project descriptions and references from at least two 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.
4. Proposed schedule to complete the Project.
5. Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.
6. Signed copy of the cover page of this RFP (page 1 of this RFP)
7. Completed Pricing Form (form attached)
8. Completed Submission Form (form attached)

9. Completed Sample W-9 (form attached)
10. 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: **Ricky Martinez**  
Town Hall  
207 Muegge Way  
Bennett, CO 80102-7806  
Email: **rmartinez@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 20 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.

October 7, 2021	Issue Request for Proposal
October 20, 2021	Proposal Submittal Deadline
October 20, 2021	Bid Opening
October 27, 2021	Award Notification
October 28, 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 is 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			See Attached Plans		\$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:

## 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: Ricky Martinez  
Title: Utilities Maintenance Supervisor/Public Works Director Assistant  
RFP: 3<sup>rd</sup> Street Sanitary Sewer Replacement Project

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:

- The number shown on this form is my correct Tax Identification Number, and
- I am not subject to backup withholding.
- 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:

**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**

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”).

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**

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.

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**

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.

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**

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 ONE MILLION 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 interests 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**

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.

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





Plot Date: 10/07/21-10:17am, Plotted by:mtkid, Drawing Path: N:\TERRAMAX\Bennett\3rd St Sanitary Sewer\Plan Set\Design\Drawing Name:3rd St Cover Sheet.dwg

GENERAL NOTES:

1. SPECIFICATIONS. THE PROJECT SPECIFICATIONS SHALL BE THE TOWN OF BENNETT STANDARDS AND SPECIFICATIONS FOR UTILITY CONSTRUCTION, LATEST EDITION, LATEST REVISIONS.
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. 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.
8. 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.
9. TESTING AND INSPECTIONS. INSPECTIONS BY THE TOWN OF BENNETT WILL BE REQUIRED AT MINIMUM FOR CULVERT, PIPE, BEDDING, VALVES, TEE AND CROSSES, THRUST BLOCKS & RESTRAINTS, FIRE HYDRANTS, AND SYSTEM CONNECTIONS. TESTING WILL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

10. 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.
11. 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.
12. 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.
13. EROSION AND SEDIMENT CONTROL. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION AND SEDIMENT CONTROL IN PROJECT WORK AREAS THROUGHOUT THE DURATION OF THE WORK, AND INCLUDING REVEGETATION OF ALL AREAS DISTURBED BY THE WORK. CONTRACTOR SHALL SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN (ESCP) TO THE TOWN PRIOR TO COMMENCEMENT OF THE WORK. EROSION CONTROL WILL BE PERFORMANCE-BASED, REGARDLESS OF THE ESCP INCLUDING BEST MANAGEMENT PRACTICES (BMP'S), THE CONTRACTOR WILL NEED TO TAKE WHATEVER MEASURES ARE NEEDED TO ADDRESS EROSION AND SEDIMENT CONTROL THROUGHOUT THE PROJECT DURATION. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL ESCP BMP'S FOLLOWING SUCCESSFUL RESTORATION AND REVEGETATION OF THE SITE, UNLESS SPECIFIC PRIOR ARRANGEMENTS ARE MADE WITH THE TOWN OF BENNETT.
14. UTILITY LOCATES. THESE DRAWINGS DO NOT PURPORT TO PROVIDE A 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  
SANITARY SEWER  
Lincoln Ave and 3rd St Alley  
GENERAL NOTES AND SPECIFICATIONS

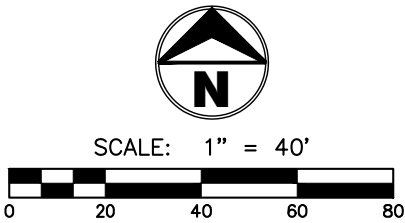
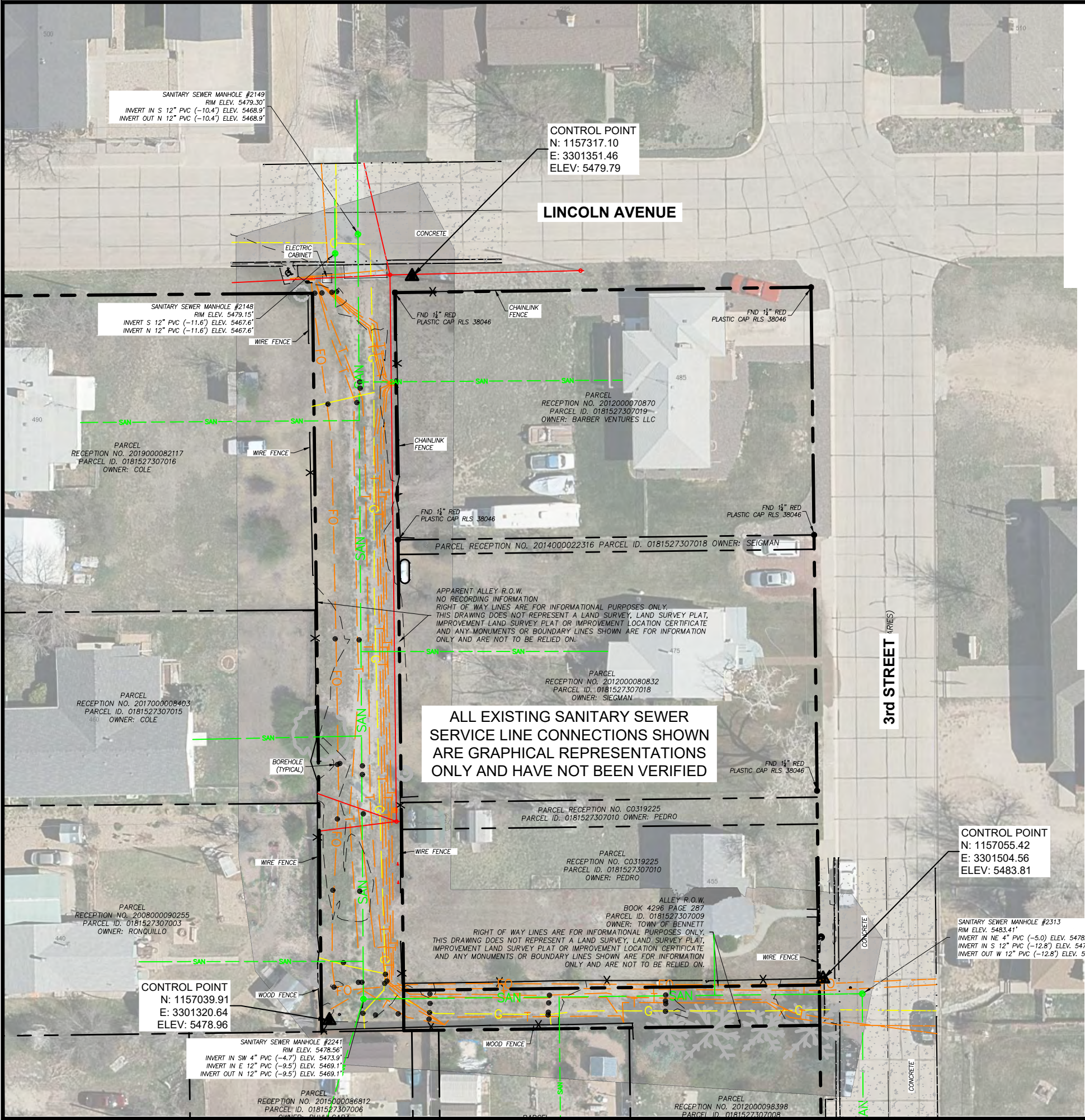
Project No.	728
Date	07/OCT/21
By	LD
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TERRAMAX, INC.  
CONSULTING ♦ ENGINEERING

4220 GOLF VISTA DRIVE  
LOVELAND, COLORADO 80537  
DANGIROUX@TERRAMAX.US  
(303) 929-3194



Plot Date: 10/07/21-10:17am, Plotted by:mtkd, Drawing Path: N:\TERRAMAX\Bennett\3rd St Sanitary Sewer Plan Set\Design\Drawing Name:3rd St Existing Site Exhibit.dwg

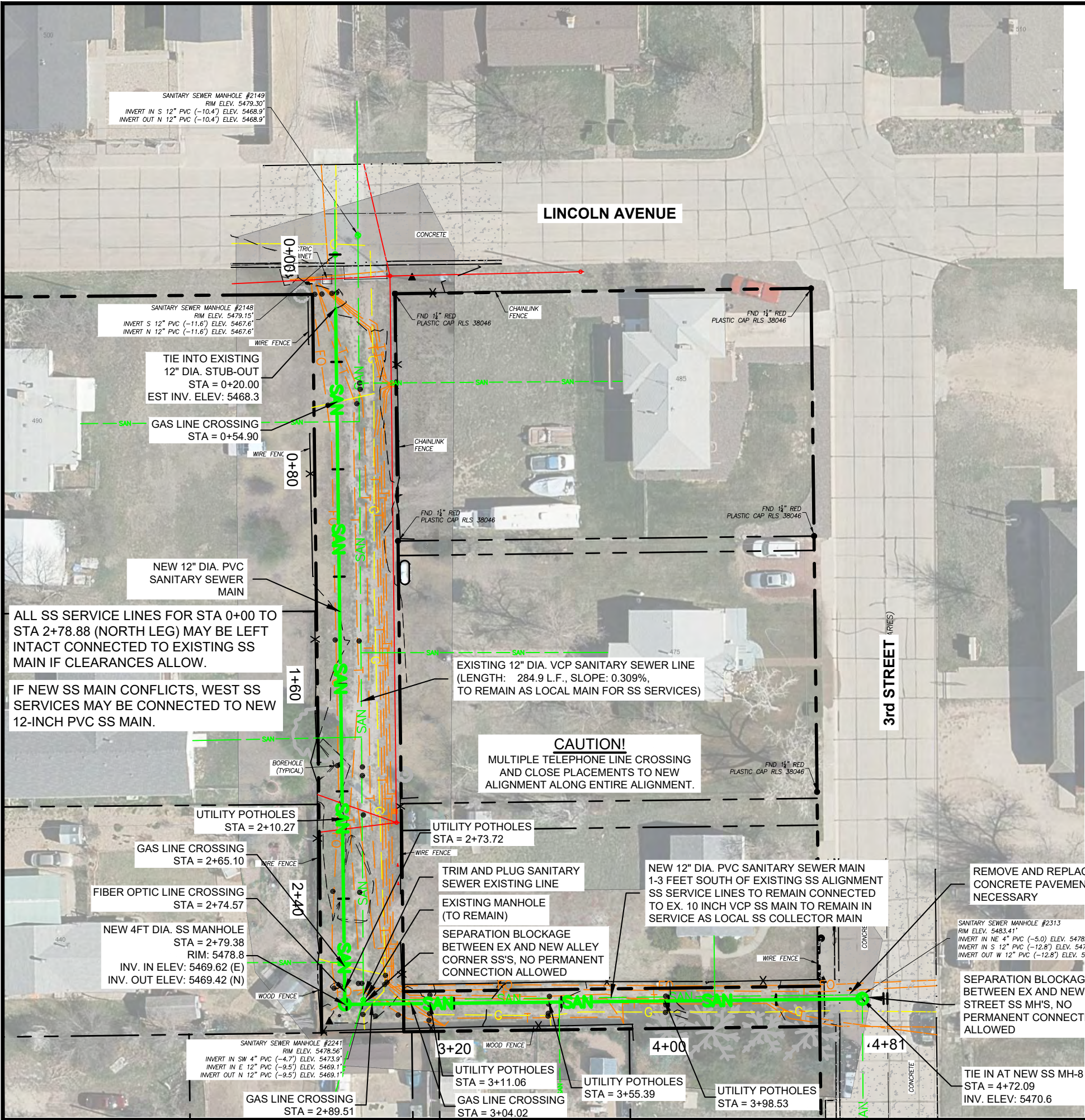


**TOWN OF BENNETT**  
**SANITARY SEWER**  
Lincoln Ave and 3rd St Alley  
EXISTING SITE PLAN

Project No.	728
Date	07/OCT/21
By	LD
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Sheet	Page 7

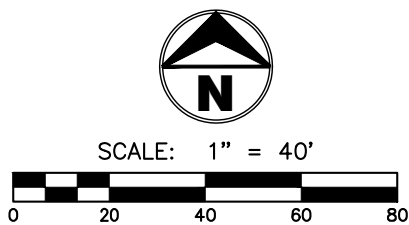


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NOTES:

1. SALVAGE ALL ALLEY SURFACING AGGREGATE AS PRACTICAL, AND REDISTRIBUTE AT COMPLETION OF PROJECT.
2. ALLEY CLEANUP INCLUDING WEED REMOVAL AND FINISH GRADING BY GENERAL CONTRACTOR WITH THIS PROJECT.

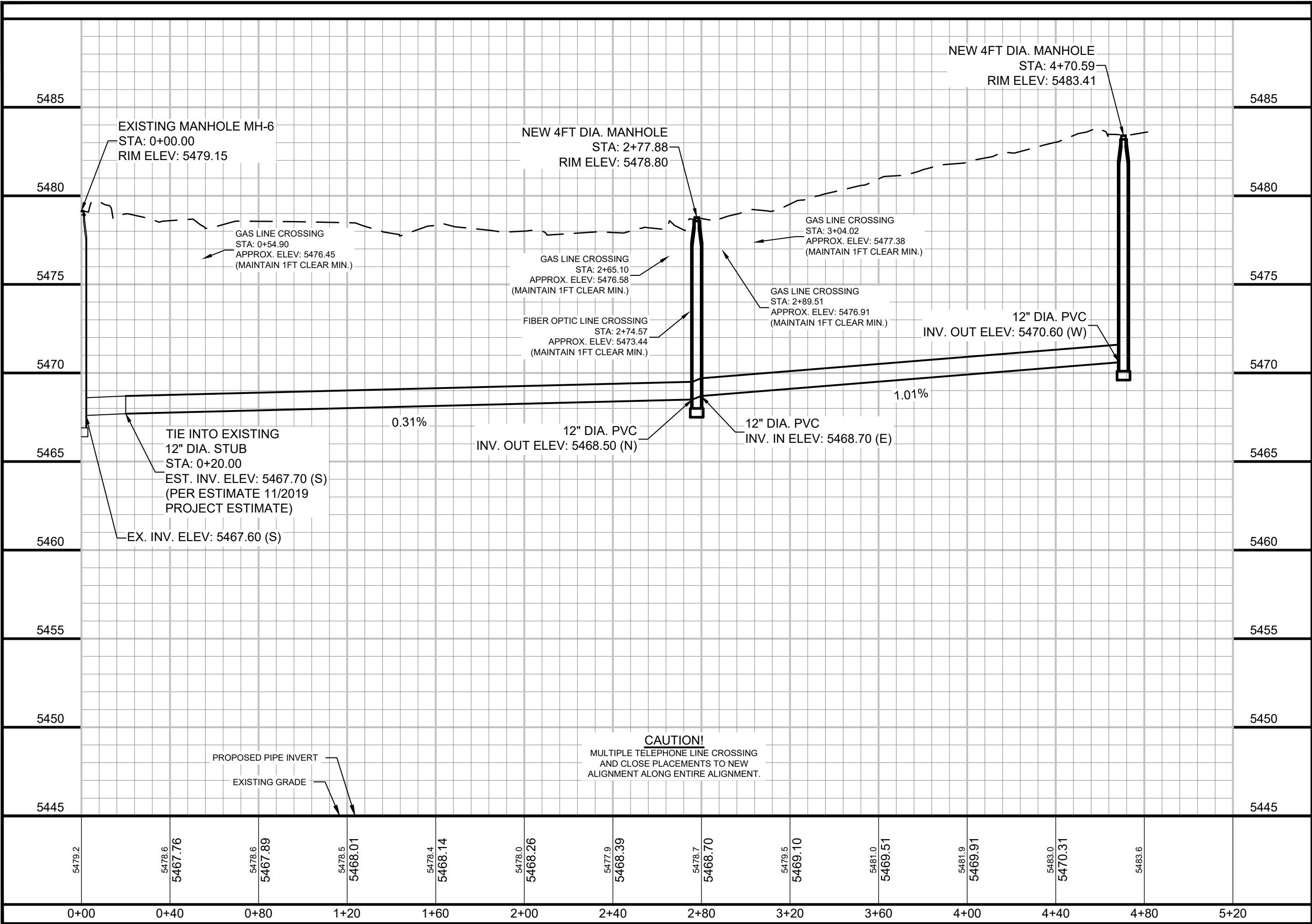


**TOWN OF BENNETT**  
**SANITARY SEWER**  
Lincoln Ave and 3rd St Alley  
PROPOSED SITE PLAN

Project No.	728
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By	LD
Scale	1" = 40'
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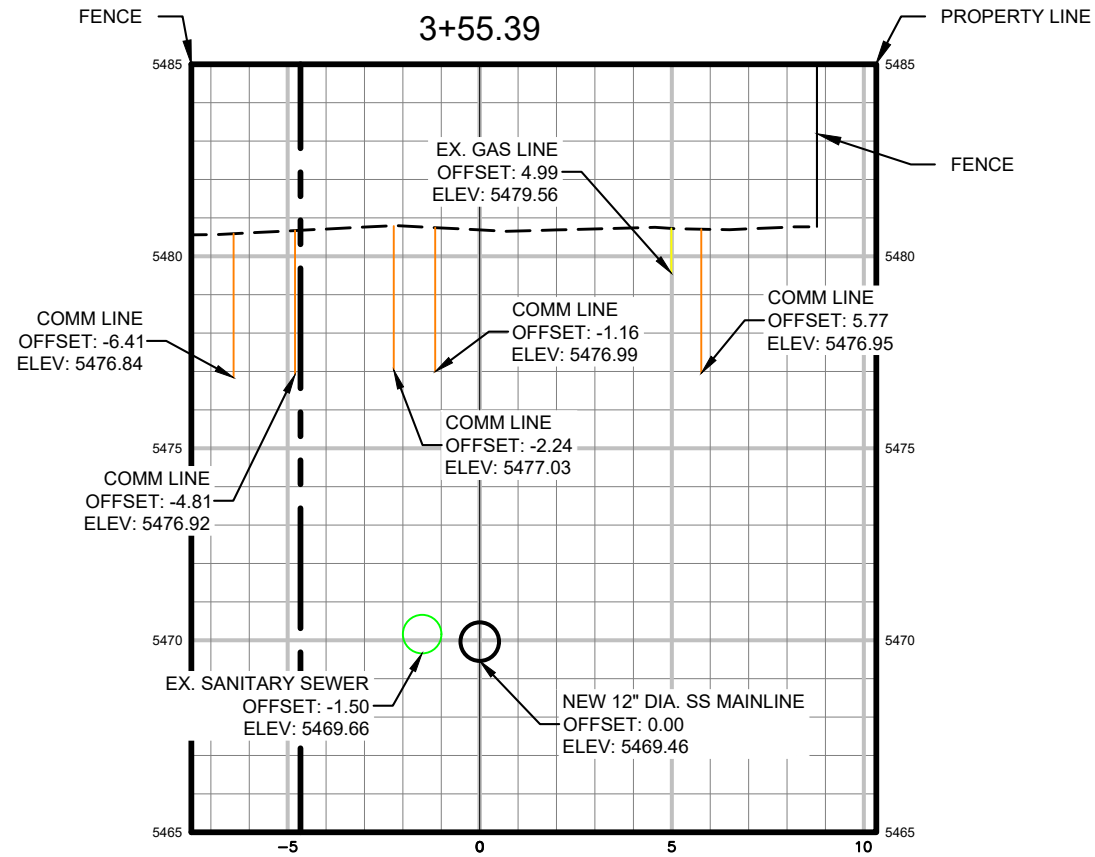
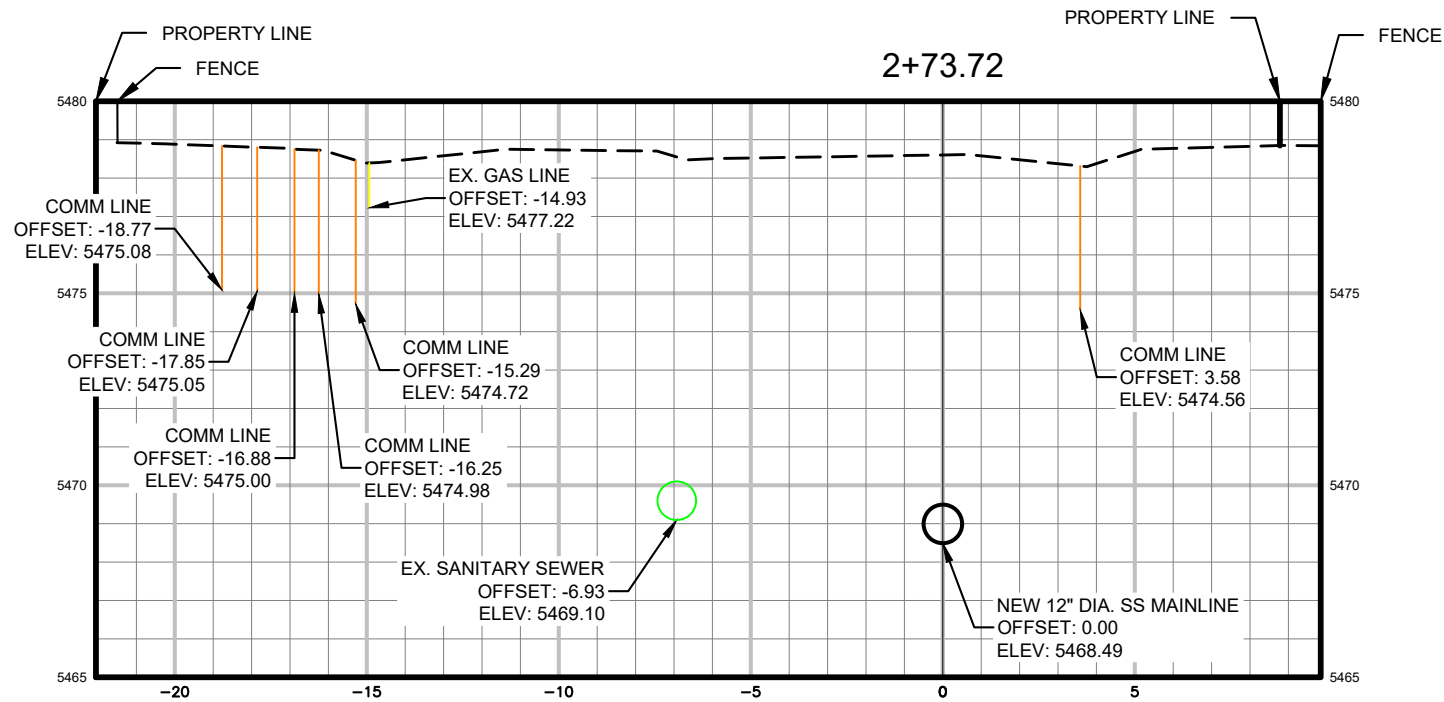
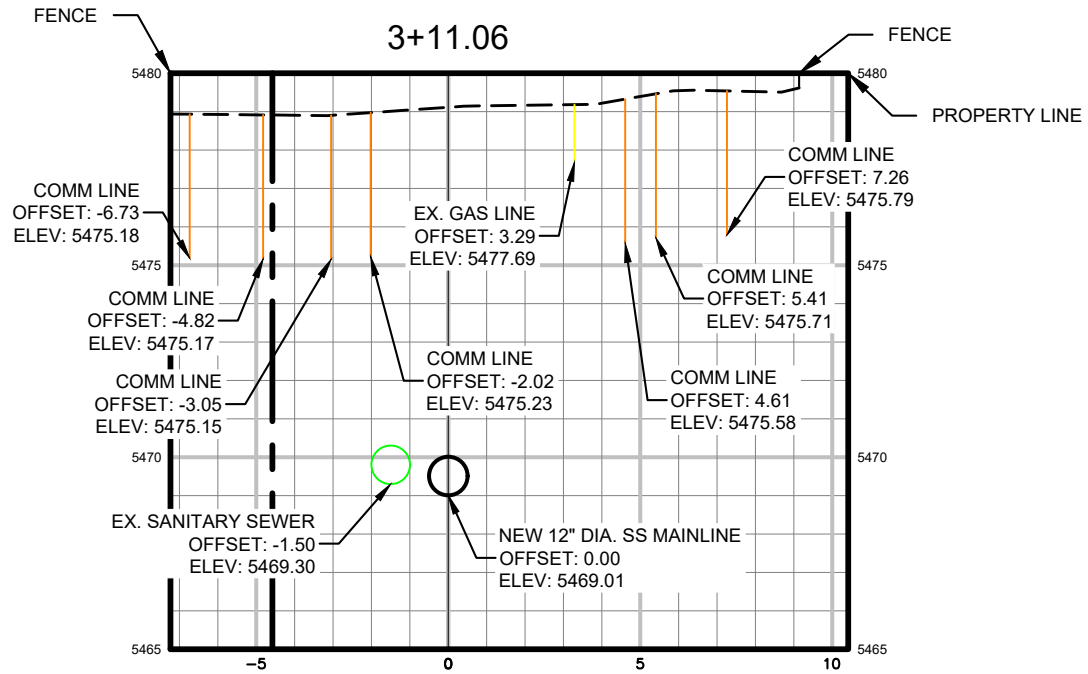
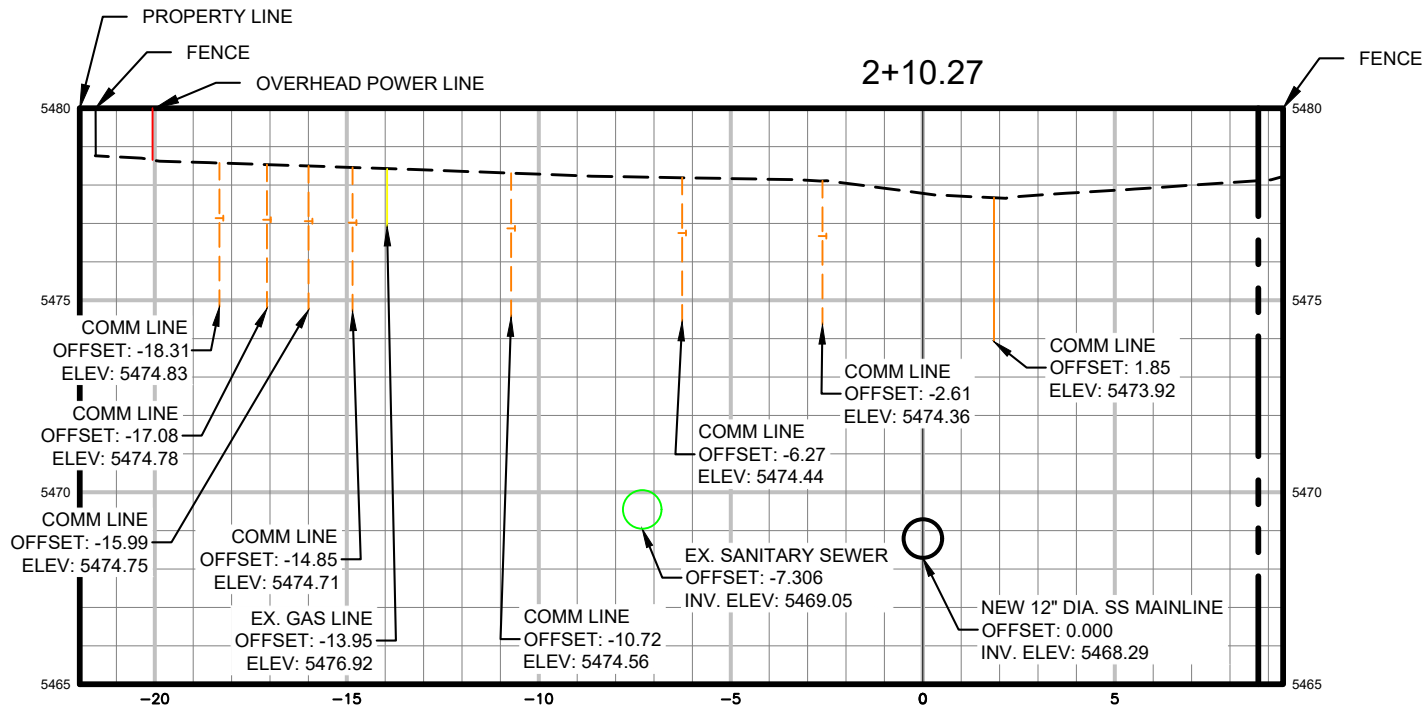
**TERRAMAX, INC.**  
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(303) 929-3194

**TOWN OF BENNETT**  
**SANITARY SEWER**  
Lincoln Ave and 3rd St Alley  
PLAN AND PROFILE

Project No. 728  
Date 07/OCT/21  
By LD  
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Page 7

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CONSULTING ENGINEERING

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LOVELAND, COLORADO 80537  
DANGIROUX@TERRAMAX.US  
(303) 929-3194

**TOWN OF BENNETT**  
**SANITARY SEWER**  
Lincoln Ave and 3rd St Alley  
CROSS-SECTIONS

Project No. 728

Date 07/OCT/21

By LD

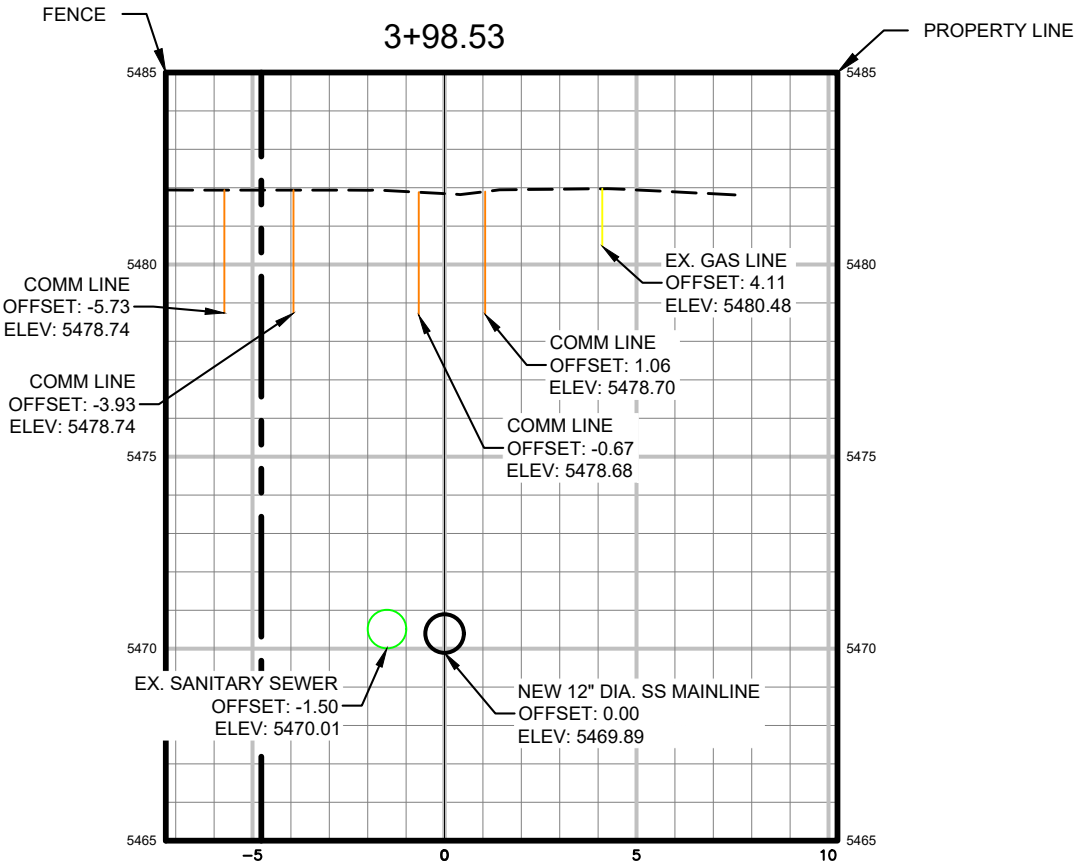
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TERRAMAX, INC.

CONSULTING ♦ ENGINEERING

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DANGIROUX@TERRAMAX.US  
(303) 929-3194

TOWN OF BENNETT

SANITARY SEWER

Lincoln Ave and 3rd St Alley

CROSS-SECTION

Project No.	728
Date	07/OCT/21
By	LD
Scale	1" = 40'
Sheet	7



## **REQUEST FOR PROPOSAL**

### **TOWN OF BENNETT 3<sup>rd</sup> STREET SANITARY SEWER REPLACEMENT PROJECT**

Prepared for:

Town of Bennett  
207 Muegge Way  
Bennett, CO 80102  
Due 10-20-2021

Prepared by:

Dan's Custom Construction, Inc.  
20905 Weld County Road 2  
Brighton, CO 80603  
President-Dan LaCoe  
10-20-2021



Dan Giroux, Engineer  
 Ricky Martinez, Utilities Supervisor  
 Town of Bennett  
 207 Muegge Way  
 Bennett, Colorado 80102

October 20, 2021

**RE: Request for Proposal- 3<sup>rd</sup> Street Sanitary Sewer Replacement Project**

Dan's Custom Construction (DCC) was founded by Dan LaCoe in 1997. We are headquartered in Brighton Colorado. Dan's Custom Construction specializes in the construction of water and wastewater treatment facilities.

Dan LaCoe, the company owner and principle employee has more than 25 years of experience in the water and wastewater construction and general construction industries, including operating as a licensed Class A General Contractor in Colorado since 1994. He has served as general contractor and project manager for dozens of water and wastewater treatment plant construction projects as well as countless general construction projects and has intensive training working with state-of-the-art and proven water and wastewater equipment and technology.

DCC specializes in the construction, modification, and maintenance of water and wastewater treatment facilities. Our goal is to provide service to anyone from the troubled homeowner to municipalities, communities, and developers being affected by recent and forthcoming CDPHE rules and regulations. We have unique techniques of bringing and keeping you in compliance. Let us handle all stages of your water and wastewater projects.

Besides providing lead construction services, Dan's Custom Construction also assists prospective projects with pre-design services, pre-bid proposal pricing and constructability consultations. By being involved in the initial design process for upcoming clients, DCC can ultimately provide a value engineered project with few potential construction issues, and a cost-effective design. Our clients regularly tell us how extremely pleased they are with our pre-design consultation services.

Sincerely,

Dan LaCoe  
 President



**Town of Bennett  
3rd Street Sanitary Sewer  
Replacement Project**

**Dan LaCoe  
Designer / Supervisor**

**Josh Graver  
Project Manager**

**Justin Bivens  
Mechanical Foreman**

**Dave Cool  
Building Foreman**

**Timothy  
Tucker  
Electrician**

**Jim Nelson  
HVAC**

**Dylan Mortenson  
Technician**



Town of Bennett  
3<sup>rd</sup> Street Sanitary Sewer  
Replacement Project

**EXPERIENCE AND QUALIFICATIONS OF THE FIRM/TEAM**

**Comparable projects Dan's Custom Construction, Inc. in which it served either CM at Risk, Agency CM, and/or General Contractor.**



**PROJECT NAME:** Town of Bennett Cordella Lift Station Improvements Project.

**DESCRIPTION:** Replace the towns existing lift station with new lift station.

**ROLE OF FIRM:** CMAR/ General Contractor

**CONTRACT AMOUNT:** Original contracted construction cost - \$549,547.00  
Final construction cost- \$549,547.00

**CONTRACT DATE:** May 19 2020 – Feb. 26,2021

**OWNER:** Town of Bennett

**CONTACT:** Daymon Johnson (303) 644-3249

**ENGINEER:** AQUA Engineering

**CONTACT:** Bob Frachetti, PE (303) 995-7800



**PROJECT NAME:** Town of Bennett Water Re-use Pump System  
**DESCRIPTION:**  
**ROLE OF FIRM:** General Contractor  
**CONTRACT AMOUNT:** Original contracted construction cost - \$252,748.00  
 Final construction cost \$252,748.00  
**CONTRACT DATE:** August 3, 2020 – November 11, 2020  
**OWNER:** Town of Bennett  
**CONTACT:** Daymon Johnsonk, (303) 644-3249  
**ENGINEER:** AQUA Engineering  
**CONTACT:** Bob Frachetti, P.E. (303) 995-7800

**PROJECT NAME:** Spring Valley Ranch Metro District No. 1  
**DESCRIPTION:** 6" Waterline From New Wells to Water Tank Project  
 Construction of 4,500 LF of 6" waterline.  
 Final stabilization of disturbed area and roadside ditches.  
**ROLE OF FIRM:** General Contractor  
**CONTRACT AMOUNT** Original contracted construction cost \$287,576.00  
 Final construction cost - \$287,576.00  
**CONTRACT DATE:** May 6, 2020 – September, 28, 2020  
**OWNER:** Spring Valley Ranch Metropolitan District No 1  
**CONTACT:** C.J. Kirst- Project Manager (303) 330-8947  
**ENGINEER:** 2 N Civil  
**CONTACT:** Eric Tuin



**PROJECT NAME:**

Spring Valley Ranch Metropolitan District No. 1 Carbon Filtration System



**DESCRIPTION:**

Install carbon filtration system for their Water Treatment Facility. Construct new filter building.

**ROLE OF FIRM:**

Subcontractor

**CONTRACT AMOUNT**

Original contracted construction cost- \$477,935.00

Final construction cost- \$477,935.00

**CONTRACT DATE:**

March 1, 2020 – September 18, 2020

**OWNER:**

Spring Valley Ranch Metropolitan District No. 1

**CONTACT**

C.J. Kirst – Project Manager (303) 330-8947

**ENGINEER:**

AQUA Engineering

**CONTACT:**

Bob Frachetti, P.E. (303)



**PROJECT NAME:**

Sans Souci Mobile Home Park Water Treatment Facility Improvements Project



DESCRIPTION:

Construct new water treatment system

ROLE OF FIRM:

General Contractor

CONTRACT AMOUNT:

Original contracted construction cost- \$487,840.00

Final construction cost- \$496,940.00

CONTRACT DATE:

October 23, 2020 – June 7, 2021

OWNER:

MHCO San Souci of Boulder, LLC

CONTACT:

Peter Reinert (720) 537-3105

ENGINEER:

AQUA Engineering

CONTACT:

Bob Frachetti, PE (303) 995-7800



**Town of Bennett**  
**3<sup>rd</sup> Street Sanitary Sewer**  
**Replacement Project**

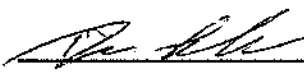
**Proposed schedule to complete the Project.**

Dan's Custom Construction is prepared to mobilize and start work following Notice to Proceed, and acquisition of materials. Once construction starts it shall take a month or less to complete, weather permitting.

**Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.**

Rate of key personnel-	\$125.00 per hour
Mini Excavator-	\$75.00 per hour
175 Excavator-	\$175.00 per hour
210 Excavator-	\$225.00 per hour
910 Loader-	\$250.00 per hour
Skidsteer-	\$65.00 per hour
Track Skidsteer-	\$75.00 per hour
Water truck -	\$70.00 per hour
Tandem Dump Truck-	\$75.00 per hour
Service Truck-	\$100.00 per hour
Lowboy-	\$120.00 per hour
End Dump-	\$100.00 per hour
Side Dump-	\$100.00 per hour
Backhoe-	\$100.00 per hour
Compaction Roller-	\$100.00 per hour

## PRINT OR TYPE YOUR INFORMATION

Name of Company: Dan's Custom Construction, Inc Fax: (303) 654-1970  
Address: 20905 WCR 2 City/State: Brighton, CO Zip: 80603  
Contact Person: Dan LaCoe Title: President/Owner Phone: (303) 356-8043  
Authorized Representative's Signature:  Phone: (303) 356-8043  
Printed Name: Dan LaCoe Title: President/Owner Date: 10-20-2021  
Email Address: danedenscustom.com

**PRICING FORM****I PRICING (FOR EACH PARTICIPANT)**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Total					\$150,000.00

Not to Exceed Total:



## 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: Ricky Martinez  
Title: Utilities Maintenance Supervisor/Public Works Director Assistant  
RFP: 3<sup>rd</sup> Street Sanitary Sewer Replacement Project

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)

\$ 150,000.00

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.**

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form **W-9** to the requester. Do not send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Dan's Custom Construction, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**20905 Weld County Road 2**

**6** City, state, and ZIP code  
**Brighton, CO 80603**

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-				-				
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or

**Employer identification number**

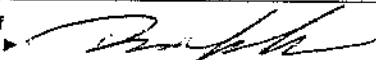
2	6	-	3	9	4	7	9	4	8
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ 

Date ▶ **10-20-2021**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

Social Security Number \_\_\_\_\_

OR

Federal Identification Number

26-3947948

Name of Business Owner (please print)

Dan LaCoe

Check Appropriate Box:

☒ Corporation☐ Partnership☐

Government

☐ Individual/Sole Prop☐ Non-Profit Organization☐

Other

(Must explain)

**CERTIFICATION**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct Tax Identification Number, and
- I am not subject to backup withholding.
- I am a US person (including a US resident alien)

Signature



Date

10-20-2021

Print Name

Dan LaCoeTelephone Number (303) 356-8043

**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:



**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:**

Dan's Custom Construction, Inc.  
 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.)

20905 Weld County Road 2  
 STREET ADDRESS

Brighton, CO 80603  
 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

### **Suggested Motion**

I move to authorize the Mayor and the Town Bennett to enter into a standard Town contract agreement with Dan's Custom Construction for the 3<sup>rd</sup> Street sanitary sewer replacement project in an amount not to exceed \$150,000.

## EXECUTIVE SESSION SCRIPT

(Note: Two-thirds of the quorum present must vote yes; the session may only occur at a regular or special meeting of the Board)

**I MOVE TO GO INTO EXECUTIVE SESSION:**

**For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e); Bennett School District 29J Intergovernmental Agreement (IGA)**

**Let's take a \_\_\_\_ minute break to give everyone time to get to a private location for the executive session.**

**BEGIN THE EXECUTIVE SESSION:**

**It's October 26, 2021, and the time is \_\_\_\_\_. For the record, I am the presiding officer, Mayor Royce D. Pindell. As required by the Open Meetings Law, this executive session is being electronically recorded.**

**Also present at this executive session are the following persons:**

**As a reminder, everyone participating in the executive session has a duty to maintain the confidentiality and privacy of this executive session. Because this is an electronic executive session, I am going to ask everyone to confirm for the record that they are in a private location where others cannot hear or see this executive session. Let's each take a turn and confirm this for the record.**

ANNOUNCEMENT NO. 1

**This is an executive session for the following purpose:**

**For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e); Bennett School District 29J Intergovernmental Agreement (IGA)**

**I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session.**

**If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.**

ANNOUNCEMENT NO. 2

**ANNOUNCEMENT TO BE MADE BY THE PRESIDING OFFICER  
BEFORE CONCLUDING THE EXECUTIVE SESSION  
(WHILE THE TAPE RECORDER IS STILL ON)**

**I hereby attest that this recording reflects the actual contents of the discussion at the executive session and has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.**

**The recording will be retained for a 90-day period.**

**The time is now \_\_\_\_\_, and we now conclude the executive session and return to the open meeting.**

(turn off tape and return to open meeting)

ANNOUNCEMENT NO. 3

STATEMENT TO BE MADE BY THE PRESIDING OFFICER  
UPON RETURNING TO THE OPEN MEETING

**The time is now \_\_\_\_\_, and the executive session has been concluded. The participants in the executive session were:**

**For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.**

**Seeing none, the next agenda item is...**