



Town Board of Trustees

Tuesday, May 24, 2022 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/84285000718>

Meeting ID: 842 8500 0718

Passcode: 677682

One tap mobile

+16699006833

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. May 10, 2022 - Regular Meeting Minutes

Attachments:

- **May 10, 2022 - Regular Meeting Minutes** (05-10-2022_-_Regular_Meeting_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. Public Hearing

a. QuikTrip Corporation - New Fermented Malt Beverage License Application

Christina Hart, Town Clerk

Attachments:

- **Public Hearing Script** (0_-_Public_Hearing_Script.PC.pdf)
- **Staff Report QuikTrip Corporation - New Fermented Malt Beverage License Application** (1_-_Staff_Report_QuikTrip__4216.pdf)
- **DR8403 Colorado New Fermented Malt Beverage License Application** (2_-_DR8403_Colorado_New_Fermented_Malt_Beverage_License_Application.pdf)
- **DR8404-I Individual History Record - Chester E. Cadieux III - President/CEO** (3_-_DR8404-I_Individual_History_Record_-_Chester_E._Cadieux_III.pdf)
- **DR8404-I Individual History Record - Stuart Coleman Sullivan - Vice President/CFO** (4_-_DR8404-I_Individual_History_Record_-_Stuart_Coleman_Sullivan.pdf)
- **DR8404-I Individual History Record - Marshall James Wells - Corporate Secretary** (5_-_DR8404-I_Individual_History_Record_-_Marshall_James_Wells.pdf)
- **DR8404-I Individual History Record - Eric Jay Nicholas - Corporate Treasurer** (6_-_DR8404-I_Individual_History_Record_-_Eric_Jay_Nicholas.pdf)
- **DR8404-I Individual History Record - Nicholas Lee Kooyman - Manager** (7_-_DR8404-I_Individual_History_Record_-_Nicholas_Lee_Kooyman.pdf)
- **DR8495 Tax Check Authorization, Waiver, and Request to Release Information** (8_-_DR8495_Tax_Check_Authorization__Waiver__and_Request_to_Release_Information.pdf)
- **Open Store Address List** (9_-_Open_Store_Address_List.pdf)
- **Diagram of the Premises** (10_-_Diagram_of_the_Premises.pdf)
- **Recorded Special Warranty Deed** (11_-_Recorded_Special_Warranty_Deed.pdf)
- **State of Oklahoma Certificate of Incorporation** (12_-_State_of_Oklahoma_Certificate_of_Incorporation.pdf)
- **Colorado Secretary of State Certificate of Fact of Good Standing** (13_

- _Colorado_Secretary_of_State_Certificate_of_Fact_of_Good_Standing.pdf)
- **Colorado Secretary of State Statement of Foreign Entity Authority** (14_-_Statement_of_Foreign_Entity_Authority.pdf)
- **Colorado Secretary of State Statement of Trade Name of a Reporting Entity** (15_-_Statement_of_Trade_Name_of_a_Reporting_Entity.pdf)
- **LiquorPros Liquor License Survey Needs and Desires** (16_-_LiquorPros_Liquor_License_Survey_Needs_and_Desires.pdf)
- **Findings and Decision** (17_-_Draft_Findings_and_Decision.pdf)
- **Suggested Motion** (17_-_suggested_motion.pdf)

7. Action/Discussion Items

a. 2022 First Quarter Finance Report

Danette Ruvalcaba, Town Treasurer, Director of Finance

Click the link below to view the 2022 Town of Bennett First Quarter Financial Report Dashboard

<https://app.smartsheet.com/b/publish?EQBCT=ae8542dd32d44ec9bc44c539c0aed7ec>

b. Update to Section 18-10-60 of the Bennett Municipal Code

Ordinance No. 741-22 - An Ordinance Amending Chapter 18 of the Bennett Municipal Code Regarding Exemptions from Building Permits

Sara Aragon, Community Development Manager

Attachments:

- **Staff Report Update to Section 18-10-60 of the Bennett Municipal Code** (0_-_Staff_Report_Chapter18Update_Final.pdf)
- **Ordinance No. 741-22 - An Ordinance Amending Chapter 18 of the Bennett Municipal Code Regarding Exemptions from Building Permits** (1_-_Ordinance_Chapter_18_permit_exemption_draft__clean_.pdf)
- **Suggested Motion** (2_-_suggested_motion.pdf)

c. Request for Proposal (RFP) 22-005 - Kiowa Bennett Concrete Trail Extension

Robin Price, Public Works Director

Attachments:

- **Staff Report Request for Proposal (RFP) 22-05 - Kiowa Bennett Concrete Trail Extension** (0_-_Staff_Report_RFP_22-005__Contract_for_Kiowa_Bennett_Concrete_Trail_Extension-RSredline__1_.pdf)
- **Request for Proposal (RFP) 22-005** (1_-_RFP_22-005.pdf)
- **Addendum #1 Request for Information (RFI) Responses** (2_-_Addendum__1_RFI_Responses.pdf)
- **Plan Set 3/24/22 by Terramax, Inc.** (3_-_Plan_Set_03.24.22_by_Terramax__Inc..pdf)
- **Essential Contractors** (4_-_Essential_Contractors.pdf)
- **Kuhn Construction Inc.** (5_-_Kuhn_Construction__Inc..pdf)

- **Lucero Concrete Contractors** (6_-_Lucero_Concrete_Contractors.pdf)
- **Denver Best Concrete, LLC** (7_-_Denver_Best_Concrete.pdf)
- **Concrete Express, Inc. dba CEI** (8_-_Concrete_Express_Inc._dba_CEI.pdf)
- **RCD Construction, Inc.** (9_-_RCD_Construction_Inc..pdf)
- **T & M Construction, LLC** (10_-_T__M_Construction_LLC.pdf)
- **Lawson Construction** (11_-_Lawson_Construction.pdf)
- **Suggested Motion** (12_-_suggested_motion.pdf)

d. Arapahoe County Intergovernmental Agreement (IGA) - Opioid Abatement

Trish Stiles, Town Administrator

Attachments:

- **Arapahoe County Request for Proposal (RFP) 22-24 - Regional Opioid Council Facilitation Services** (RFP-22-24.pdf)
- **Draft Arapahoe County Intergovernmental Agreement (IGA) - Opioid Abatement** (Draft_Final_IGA.pdf)

8. Town Administrator Report

Trish Stiles, Town Administrator

9. Trustee Comments and Committee Reports

Mayor and Trustees

10. 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); Copeland Acquisition**

Attachments:

- **Executive Session Script** (Bennett_Exec_Session_Script_-_Copeland_Acquisition.pdf)

b. Return to Open Meeting

c. Report from Executive Session

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
May 10, 2022

1. CALL TO ORDER

The Board of Trustees of the Town of Bennett met in regular session on Tuesday, May 10, 2022 via hybrid meeting. Mayor Royce D. Pindell called the meeting to order at 7:15 p.m. The following persons were present upon the call of the roll:

Mayor: Royce D. Pindell

Trustees Present: Kevin Barden - *excused*
Steve Dambroski
Darvin Harrell
Whitney Oakley
Denice Smith
Donna Sus

Staff Present: Trish Stiles, *Town Administrator*
Rachel Summers, *Deputy Town Administrator*
Taeler Houlberg, *Administrative Services Director*
Alison Belcher, *Communications and IT Director*
Adam Meis, *IT and Communications Manager*
Dan Giroux, *Town Engineer*
Mike Heugh, *Town Traffic Engineer*
Peter Kozinski, *Town Traffic Consultant*
Dalton Kelley, *Butler Snow*
Suzanne Meintzer, *McGeady Becher*
Steve King, *Special Projects Coordinator*
Melinda Culley, *Town Attorney*
Christina Hart, *Town Clerk*

Public Present: Kathy Smiley, John Vitella, Cooper Raines, Marilyn Cross, Jeffery Vogel,
Jim Marshall, Behrooz Far, Robin Stoneman, Larry Evans, Iris Evans,
Nyssa Beach

2. PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF AGENDA

MAYOR PRO TEM HARRELL MOVED, TRUSTEE OAKLEY SECONDED to approve the agenda as amended by adding the CDOT PowerPoint presentation. The voting was as follows:

YES: Dambroski, Harrell, Oakley, Pindell, Smith, Sus

NO: None

EXCUSED: Barden

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

4. CONSENT AGENDA

TRUSTEE OAKLEY MOVED, MAYOR PRO TEM HARRELL SECONDED to approve the consent agenda as approved noting former Trustee Vittum was listed in error on the April 26 meeting minutes. The voting was as follows:

YES: Harrell, Oakley, Pindell, Smith, Sus, Dambroski

NO: None

EXCUSED: Barden

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

A. **Action:** Approval of April 26, 2022 Regular Meeting Minutes

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

There were no public comments presented.

5. REGULAR BUSINESS

A. Action/Discussion

1. Colorado Department of Transportation (CDOT) Guests and Discussion

Trish Stiles, Town Administrator, reported to the Trustees, four representatives from CDOT and Town Traffic Engineer and Town Traffic Consultant are present during tonight's meeting. Ms. Stiles offered her personal gratitude to the CDOT representatives attending the board meeting. CDOT representatives present tonight are:

- Anthony (Tony) Meneghetti, Region 1 North Program Resident Engineer
- Alazar Tesfaye, Region 1 Traffic Program Engineer
- Craig Hurst, Director of CDOT Freight Branch

Tony Meneghetti, Region 1 North Program Resident Engineer, thanked the Board for the opportunity to present Region 1 updates to them. The I-70 and State Highway 79 East bound off-ramp construction is slated to begin in the very near future. CDOT will oversee the project ensuring the project is built according to State and Federal specifications. The design is complete and has been authorized by the Highway Administration.

Craig Hurst, Director of CDOT Freight Branch, addressed the issues of the lack of truck parking in Colorado. Federal regulations state the drivers are required to have 10 hours of rest time after driving 11 hours in a day. Loves Truck Stop is a willing partner addressing opportunities for the expansion for additional truck parking. CDOT, Loves, and the Town of

Bennett are working on a Memorandum of Understanding (MOU) to fund the design using Federal and State dollars.

Alazar Tesfaye, Region 1 Traffic Program Engineer, reported CDOT is ready to submit the Marketplace Drive improvement project notice to proceed (NTP) once the Town has provided CDOT the traffic control plan. The intersection has met warrant based on the traffic impact study to install the signalization mast arms. Upon the completion of the warrant analysis, CDOT is confident the signals would be approved.

Traffic counts is scheduled at Colfax Avenue and First Street and at Adams and First Street the week of May 17, 2022.

Nyssa Beach, CDOT South Region Traffic Engineer, addressed the Kiowa-Bennett bridge project. CDOT, Arapahoe and Adams Counties visited the site during the week of May 2. The project is eligible for the BTE (Bridge/Tunnel Enterprise) funding. The project is not currently identified for immediate prioritization, but recognized as a high priority for Region 1.

B. Public Hearing

1. Proposed Service Plan for Bennett North Metropolitan District Nos. 1, 2, 3 and 4

Resolution No. 915-22 – A Resolution of the Town of Bennett Approving the Service Plan for Bennett North Metropolitan District Nos. 1, 2, 3 and 4

Mayor Royce D. Pindell called the matter of the Service Plan for Bennett North Metropolitan District Nos 1, 2, 3 and 4 to order. The public hearing was opened at 7:58 p.m.

Christina Hart, Town Clerk, stated that in accordance with Colorado State Statute, notice of the public hearing was properly posted and published in the Eastern Colorado News on April 15, 2022. Legal #2638.

Suzanne Meintzer, McGeady Becher, representative for the applicant, reported to the Trustees, the Metro Districts are needed for the financing, construction or installation of public improvements necessary to serve the property. The property is approximately 154 acres commonly known as the Mundell property recently annexed into the Town of Bennett.

The estimated cost of public improvements is \$73,000,000. Improvements would include streets, sewer, water, sanitation and storm drainage.

PUBLIC COMMENTS

No public comments were presented.

The public hearing was closed at 8:14 p.m.

TRUSTEE DAMBROSKI MOVED, TRUSTEE SUS SECONDED to approve Resolution No. 915-22 – A resolution of the Town of Bennett approving the Service Plan for Bennett North Metropolitan District Nos. 1, 2, 3 and 4. The voting was as follows:

YES: Oakley, Pindell, Smith, Sus, Dambroski, Harrell

NO: None

EXCUSED: Barden

Mayor Royce D. Pindell declared the motion passed unanimously.

C. Action/Discussion Items

1. Kiowa Creek Annexation Nos. 1-3 – Substantial Compliance Resolution and Setting a Public Hearing

Resolution No. 916-22 – A Resolution Finding Substantial Compliance for Annexation Petitions Filed with the Town of Bennett, Colorado Known as Kiowa Creek Annexation Nos. 1-3 to the Town of Bennett and Setting a Public Hearing

Melinda Culley, Town Attorney, reported to the Trustees, the Town has received petitions for the annexation of three properties comprising approximately 317.3 acres at the northeast corner of CO Highway 79 (Kiowa-Bennett Road) and Old Victory Road and east of the Mount View Cemetery. (See attached vicinity map and annexation maps.) The property owners are Kiowa Creek Preserve Holdings, LLC and Herdsman Capital, LLC, represented by Russell MacLennan. The properties are currently within unincorporated Adams County.

State statute sets forth the process for an annexation petition and requires the petition to contain the following:

- An allegation that it is desirable and necessary that such area be annexed to the municipality.
- An allegation that the requirements of Sections 31-12-104 and 31-12-105 exist or have been met
- An allegation that the signers of the petition comprise more than fifty percent of the landowners in the area and own more than fifty percent of the area proposed to be annexed, excluding public streets and alleys and any land owned by the annexing municipality.
- A request that the annexing municipality approve the annexation of the area proposed to be annexed.

Town Staff and the Town Attorney have reviewed the annexation petitions and find they substantially comply with state statute. Therefore, Staff recommends the Board adopt the attached substantial compliance Resolution No. 916-22. The resolution also sets the Board of Trustees public hearing on the annexation for June 28, 2022.

TRUSTEE SMITH MOVED, TRUSTEE OAKLEY SECONDED to approve Resolution No. 916-22 – A resolution finding substantial compliance for annexation petitions filed with the Town of Bennett, Colorado known as Kiowa Creek Annexation Nos. 1-3 to the Town of Bennett, and setting a public hearing. The voting was as follows:

YES: Pindell, Smith, Sus, Barden, Dambroski, Oakley

NO: Harrell

EXCUSED: Barden

Mayor Royce D. Pindell declared the motion passed 5 votes to 1.

2. **Bennett Farms Annexation – Substantial Compliance Resolution and Setting a Public Hearing**

Resolution No. 917-22 – A Resolution Finding Substantial Compliance for Annexation Petitions Filed with the Town of Bennett, Colorado Known as Bennett Farms Annexation Nos. 1 and 2 to the Town of Bennett and Setting a Public Hearing

Melinda Culley, Town Attorney, reported to the Trustees, The Town has received petitions for annexation of properties, comprising 405.6 acres near the northwest corner of East Colfax Avenue and Harback Rd. (See attached vicinity map and annexation maps.) The property owners are Kiowa Creek Preserve Holdings, LLC and Herdsman Capital, LLC, represented by Russell MacLennan. The properties are currently within unincorporated Adams County.

Under state statute, the annexation process involves several steps including:

- **Step 1:** Make a determination as to whether the petition for annexation is in substantial compliance with State law and set a public hearing on the annexation.
- **Step 2:** Notice of the hearing on the proposed annexation is published in the newspaper for four consecutive weeks and mailed to the County, School District and special districts.
- **Step 3:** The Town prepares or directs the applicant to prepare an annexation impact report.
- **Step 4:** The Town Board holds a public hearing on the annexation at which it will decide whether the property is eligible for annexation, whether or not to approve the annexation, and approve zoning for the property.
- **Step 5:** The Town Board acts on an Annexation Agreement between the Town and property owner.

This petition for annexation is the first step in the process. The action requested tonight is for the Board to find the annexation petitions to be in substantial compliance with state law and to set a public hearing on the proposed annexation. By this action, the Board is not deciding whether the property is eligible for annexation or whether to approve the annexation, but rather that the application is in substantial compliance with the statute and can move forward.

State statute sets forth the process for an annexation petition and requires the petition to contain the following:

- An allegation that it is desirable and necessary that such area be annexed to the municipality.
- An allegation that the requirements of Sections 31-12-104 and 31-12-105 exist or have been met.

- An allegation that the signers of the petition comprise more than fifty percent of the landowners in the area and own more than fifty percent of the area proposed to be annexed, excluding public streets and alleys and any land owned by the annexing municipality.
- A request that the annexing municipality approve the annexation of the area proposed to be annexed.

Town Staff and the Town Attorney have reviewed the annexation petitions and find they substantially comply with state statute. Therefore, Staff recommends the Board adopt the attached substantial compliance Resolution No. 917-22. The resolution also sets the Board of Trustees public hearing on the annexation for June 28, 2022.

TRUSTEE SUS MOVED, TRUSTEE DAMBROSKI SECONDED to approve Resolution No. 916-22 – A resolution finding substantial compliance for annexation petitions filed with the Town of Bennett, Colorado known as Kiowa Creek Annexation Nos. 1-3 to the Town of Bennett, and setting a public hearing. The voting was as follows:

YES: Smith, Sus, Dambroski, Oakley, Pindell

NO: Harrell

EXCUSED: Barden

Mayor Royce D. Pindell declared the motion passed 5 votes to 1.

3. First Reading of the 2020 Model Traffic Code

Ordinance No. 740-22 – An Ordinance Adopting by Reference the 2020 Edition of the “Model Traffic Code” for the Regulation of Traffic in the Town of Bennett

Per section 42-4-110(1)(b), C.R.S., municipalities may, in the manner prescribed by article 16 of title 31, C.R.S., adopt by reference all or any part of a model municipal traffic code. The Colorado Department of Transportation (CDOT) has prepared and adopted a 2020-revised edition of the Model Traffic Code (MTC) for Colorado.

The last adopted update to the MTC was conducted in 2015 in which the Town adopted the 2010 edition. Staff proposes that the Town adopt the new 2020 edition. The attached Ordinance 740-22 would allow the Town to adopt, with amendments, the 2020 edition of the MTC by reference. The amendments to the MTC that staff have put forward allow the Town to have a traffic code that is more specifically tailored to the Bennett community.

In order to adopt the 2020 MTC, state statute requires that the Board must conduct a First and Second Reading, as well as provide proper notification of the adoption. Staff will ensure that proper notification is published fifteen (15) days and eight (8) days prior to the Second Reading.

Additional general updates to Chapter 8 will also be coming to the Board for review soon. The updates for this chapter were complicated and staff needed to work through additional items before presenting them to the Mayor and Trustees. While the codification of the MTC operates on its own schedule due to notice and hearing requirements, Staff intends to have all of the Chapter 8 updates ready for adoption on the same day.

Section 8-1-10. Model Traffic Code Adoption.

This section adopts by reference Parts 1 through 19, Appendix 1 and Definitions of the 2020 edition of the Model Traffic Code as published by CDOT. It also allows for the Town's additions and modifications to the MTC as set forth in Section 8-1-20.

Section 8-2-20. Amendments.

Subsection "a" allows for the adopted MTC to be known as the "Town of Bennett Traffic Code." It also states the general purpose of the article as establishing local traffic regulations, that any provision of the MTC not relating to Bennett shall be ignored, any references to the Colorado Revised Statutes shall be deemed to include amendments to such statutes, references to "police" or "peace officer" shall mean the Adams County Sheriff and Arapahoe County Sheriff, and references to "municipal" or "municipality" shall mean the Town of Bennett.

Subsection "b" clarifies that all generic references, including items like "this jurisdiction" and "local government authorities," shall mean and refer to the Town of Bennett and its elected or appointed officers.

Subsection "h" regulates specific speed limits for areas where speed limits are not posted. The speed limit suggestions are as follow:

- (a) Twenty-five (25) miles per hour in any residence district, as defined in section 42-1-102(80), C.R.S.;
- (b) Thirty-five (35) miles per hour in any business district, as defined in Section 42-1-102(11), C.R.S.; and
- (c) Fifteen (15) miles per hour in alleys. "

Additional subsections include the following general amendments:

- Prohibiting use of golf cars on roadways, except if used for special events;
- Giving the Town's Municipal Court jurisdictions over violations of traffic regulations and allowing the Court, if it chooses, to require driver improvement school for traffic violations;
- Adding a reference clarification;
- Adding language to designate maintenance, repair, or construction zones in order to increase penalties and surcharges in those designated areas;
- Adding language to increase penalties for moving traffic violations in school zones and giving the Town authority to place traffic signs designating those areas;
- Prohibiting parking at a municipal park unless the occupants of the vehicle are using the facilities;
- Adding a section to prohibit parking that obstructs traffic or maintenance;
- Allowing peace officers tender a penalty service notice even upon refusal by the defendant; and
- Outlining sections of the MTC specifically not adopted.

Section 8-1-30. Model Traffic Code – Applicability.

This section designates that the MTC shall apply to every street, alley, sidewalk area, driveway, park and every other public way, place or parking area, either within or outside the corporate limits of the Town, the use of which the Town has jurisdiction and authority to regulate.

Section 8-1-40. Interpretation of provisions.

This section states that Chapter 8, Article I shall be interpreted as putting into effect the general purpose of conforming to the State's uniform regulation of vehicles and traffic.

Staff recommends that the Board of Trustees adopt Ordinance 740-22 on first reading and set the public hearing and second reading for a later date. Below is the proposed motion as provided by the Town Attorney.

TRUSTEE SMITH MOVED, MAYOR PRO TEM HARRELL SECONDED to adopt on first reading Ordinance No. 740-22 - An ordinance adopting by reference the 2020 edition of the "Model Traffic Code" for the regulation of traffic in the Town of Bennett, and to set a public hearing and second reading for June 14, 2022. The voting was as follows:

YES: Sus, Dambroski, Harrell, Oakley, Pindell, Smith

NO: None

EXCUSED: Barden

Mayor Royce D. Pindell declared the motion passed unanimously.

4. 2022 Bennett Days

September 10, 2022, will mark the 12th anniversary of the Bennett Days Community Event. The Board of Trustees and Staff pride themselves on offering Bennett Days as one of the last **FREE** community events with top-notch entertainment and attractions for all ages. Through generous community support, this annual celebration continues to grow. Each year visitors from all over the eastern corridor travel to Bennett to enjoy long-honored small-town traditions and entertainment. Historically the Town funds the event primarily through sponsorship and volunteer services.

We are actively seeking 2022 Sponsors. The ultimate goal of the sponsorship recruitment is to: provide the best, most wide-reaching connection to potential customers; provide a top-notch, professionally run event; preserve the history and traditions of the Bennett community; and create long-lasting partnerships where sponsors have a passion for the future of this great event. Staff's goal for this year's event is \$60,000 in sponsorships, which is \$15,000 more than last year.

Bennett Days kicks off with a parade every year. This year the theme is "Keepin' it Local!" and immediately following the parade, Trupp Park opens for a day of **FREE** events. There is a Kids Fun Zone with inflatable bounce houses and slides, rock walls, trampoline jumps, face painting and caricature artists.

The I-70 Chamber of Commerce also organizes a vendor street fair for local residents, artisans and business owners to set up booths. Last year over 35 vendors participated. Staff anticipates more space can be provided for the vendors via expansion efforts and that number will easily be exceeded. In 2019, the Vendor Street Fair included over 80 vendors.

There are also performances on the stage in Trupp Park throughout the day. This year there will be a community dance lesson, performances from the Bennett High School Pep Band, Amazing Dave Magician and the local Tae Kwon Do team.

Other events throughout the day include a food truck rally, foam party with the Bennett Fire Protection District, beer garden and giveaways at the Town Booth.

Over the years, Staff retained and recruited new entertainment and activities and looks forward to doing the same this year. New in 2022 is the Buckers Unlimited **Finals** Bull Riding and **Little Texas** Headliner concert. For this event, staff is proposing a relocation of the evening activities to the new Kiowa Creek Open Space in the area shown below. This new location will alleviate the noise concern of the Little Texas concert for the adjacent residential neighborhood at Trupp Park. Furthermore, staff will be able to reopen Palmer Ave following the conclusion of the daytime activities at Trupp Park, thus allowing time to clean up the park before Sunday. While in the early stages of identifying the traffic control plan, parking attendants, fireworks location and emergency service access, Staff believes this new location will provide Bennett with a unique and scenic experience.

In addition, pending funding availability, Staff is working on bringing other new activities to Bennett Days, such as a mini bull riding event for kids, additional food trucks, an extended vendor street fair, heightened trash clean-up services and lawn volleyball. Town Staff and community partners meet monthly to discuss new ideas, identify budget, sponsors, staffing, and preparations for the event.

After receiving feedback from the Town Board of Trustees, the Town Administrator will work with Trustee Oakley on the gift card and swag giveaway in lieu of the community dinner. The Trustees will have a booth set up in the more heavily foot-trafficked vendor street fair, where they can hand out the giveaways.

In addition to the gift card giveaway, Staff wants to include the Board of Trustees as a visible and considerable sponsor of this amazing community event as the entertainment is taken to the next level by the creation of an intimate, outdoor, live, FREE concert for the Bennett residents.

Staff is proposing that the Board of Trustees be the headline sponsor of the Little Texas concert. Having the Board sponsor, this part of Bennett Days aligns with the Board's focus on supporting the arts in Bennett. Furthermore, it will allow the event to remain completely FREE, offering a one-of-a-kind opportunity for all of our residents to enjoy a first-class day of activities and entertainment.

Below is a rendering of what some of the advertising may look like should the Board choose to sponsor this event.



Below is the current budget for the 2022 Bennett Days.

Revenues		
Bennett Board Sponsorship	\$25,000	
Business Sponsorship	\$60,000	
Expenses		
Family Fun Zone (Inflatables, Face Painting, Caricatures)		\$16,000
Fireworks		\$8,000
Giveaways		\$2,500
Gift Cards		\$1,000
Bull Riding		\$28,000
Concert		\$20,000
Rentals		\$8,500
Supplies		\$1,000
Total	\$85,000	\$85,000

TRUSTEE SUS MOVED, MAYOR PINDELL SECONDED for the approval of \$25,000 from the general fund contingency for the Town of Bennett Board of Trustees' sponsorship of the 2022 Bennett Days Headliner Concert, Little Texas. The voting was as follows:

YES: Dambroski, Harrell, Oakley, Pindell, Smith, Sus

NO: None

EXCUSED: Barden

Mayor Royce D. Pindell declared the motion passed unanimously.

6. TOWN ADMINISTRATOR REPORT

Trish Stiles, Town Administrator, reported on the following:

- The Broker Lunch and Business Appreciation events are May 12, 2022. The Broker Lunch and tour of the Town of Bennett is scheduled from 12:00 p.m. – 1:30 p.m. The Business Appreciation event are scheduled from 4:30 p.m. – 6:00 p.m.
- The joint meeting between the Town of Bennett and Bennett Parks and Recreation District to discuss the IGA are scheduled for May 23, 2022 beginning at 6:30 p.m. The meeting will take place in the conference room at Town Hall.

7. TRUSTEE COMMENTS AND COMMITTEE REPORTS

Royce D. Pindell

Mayor Pindell reported on the following:

- Former Bennett Mayor, Alfred “Pete” Pedro recently passed away.
- Scheduled to attend a meeting with CDOT regarding the Loves Truck Stop Private, Public, Partnership discussion.

Darvin Harrell

Mayor Pro Tem Harrell reported on the following:

- The baseball game was stopped because the dirt from construction was an issue.

8. ADJOURNMENT

TRUSTEE OAKLEY MOVED, TRUSTEE DAMBROSKI SECONDED to adjourn the meeting. The meeting was adjourned at 9:33 p.m. Voting was as follows:

YES:	Harrell, Oakley, Pindell, Smith, Sus, Dambroski
NO:	None
EXCUSED:	Barden

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

Royce D. Pindell, Mayor

Christina Hart, Town Clerk

QUASI-JUDICIAL PUBLIC HEARING SCRIPT
Local Licensing Authority

CHAIR: I will now open the public hearing on the following application: An application for a new fermented malt beverage license at 1190 South First Street, Bennett, Colorado under the business name QuikTrip Corporation doing business as QuikTrip #4216.

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

The Procedure for the public hearing will be as follows:

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

NEXT, we will have a presentation by the applicant.

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

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

Next, the Local Licensing Authority may ask questions of anyone who testified.

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

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

CHAIR: Do we have proper notification?

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

Do any Authority members have any disclosures?

[Authority to disclose conflicts of interests, ex parte contacts, etc.]

Ms. Hart please introduce the applicant and provide your staff report.

[Staff presentation]

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

[Applicant presentation]

Do any of the Authority members have questions of the applicant or Town staff?

[Question and Answer]

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

Has anyone signed up to speak at this public hearing?

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

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

[Additional public comment]

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

CHAIR: Does the applicant wish to respond to any of the comments?

[Opportunity for applicant to provide any rebuttal evidence]

CHAIR: Before we turn to Authority member questions and deliberation, I want to state that the documents included within the record for this public hearing include all application materials submitted by the applicant; all materials included in the Local Licensing Authority packets; any PowerPoint or other presentations given tonight; all written referral and public comments received regarding the application; the public comment sign-up sheet; and the public posting log and photographs of the notice. Does anyone have any objection to inclusion of these items in the record?

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

Who would like to begin?

Who is next?

Any other questions or comments?

CHAIR: I am in need of a motion of the application before us.

May we have a Roll-Call vote?

Motion carries/fails.

MOTION TO GRANT APPLICATION:

I move that the Local Licensing Authority of the Town of Bennett adopt the written Findings and Decision prepared by the Liquor Pros and approve issuance of a fermented malt beverage license for QuikTrip Corporation doing business as QuikTrip #4216.

MOTION TO GRANT APPLICATION WITH CONDITIONS:

I move that the Local Licensing Authority of the Town of Bennett adopt the written Findings and Decision prepared by the Liquor Pros and approve the issuance of a fermented malt beverage license for QuikTrip Corporation doing business as QuikTrip #4216, subject to the following condition[s]:

MOTION TO DENY APPLICATION:

I move the Attorney for the Local Licensing Authority be directed to prepare draft findings and conclusions, and an Order denying the application, for the Authority's consideration and final action at its next regular meeting to be held on June 14, 2022.

NOTE: Next meeting must be within 30 days, or a special meeting must be called. C.R.S. 12-47-312(3).

STAFF REPORT



welcome neighbors.

TO: Local Liquor Licensing Authority
FROM: Christina Hart, Town Clerk
DATE: May 24, 2022
SUBJECT: QuikTrip Corporation - New Fermented Malt Beverage License Application

Background

QuikTrip Corporation, d/b/a QuikTrip #4216, submitted the completed DR8403 Colorado Fermented Malt Beverage License application for a new fermented malt beverage license on January 20, 2022. Per Colorado State Statute requirements, the notice of public hearing for the new license was published in the Eastern Colorado News as legal number 2645 on May 13, 2022, and was posted at the QuikTrip #4216 location for ten days.

The following requirements for a new fermented malt beverage license have been met:

- The license is the proper type of license to be issued;
- The applicable State and Town applications and license fees have been submitted;
- The QuikTrip #4216 premises is not within 500 feet of any public or parochial school or the principal campus of any college, university or seminary;
- QuikTrip #4216 has a valid sales tax license;
- The applicant's character, record and reputation are satisfactory based on the Colorado Bureau of Investigation (CBI) fingerprinting and background check;
- The applicant sustains the burden of proof that the proposed granting of a DR8403 New Fermented Malt Beverage License will be consistent with the desires of the adult inhabitants and the reasonable requirements of the neighborhood;
- The applicant is in possession of the proposed premises;
- The health, safety and welfare of the neighborhood will not be adversely affected should the license be issued;
- All State and Town statutes, code, ordinances and regulations have been met or are satisfied.

Staff Recommendation

Staff recommends the Local Licensing Authority approve the DR8403 New Fermented Malt Beverage License, thereby licensing QuikTrip #4216 to sell off-premise fermented malt beverages at its establishment in the Town of Bennett.

Attachments

1. DR8403 Colorado New Fermented Malt Beverage License Application
2. DR8404-I Individual History Record
 - Chester E. Cadieux III – President/CEO
 - Stuart Coleman Sullivan – Vice President/CFO
 - Marshall James Wells – Corporate Secretary
 - Eric Jay Nicholas – Corporate Treasurer
 - Nicholas Lee Kooyman - Manager
3. DR8495 Tax Check Authorization, Waiver, and Request to Release Information
4. Open Store Address List
5. Diagram of the Premises
6. Recorded Special Warranty Deed
7. State of Oklahoma Certificate of Incorporation
8. Colorado Secretary of State Certificate of Fact of Good Standing
9. Colorado Secretary of State Statement of Foreign Entity Authority
10. Colorado Secretary of State Statement of Trade Name of a Reporting Entity
11. LiquorPros Liquor License Survey Needs and Desires
12. Findings and Decision

Colorado Fermented Malt Beverage License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Local license fee \$ <u>1000.00</u> • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor			
1. Applicant is applying as a/an <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual </div> <div> <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) <input type="checkbox"/> Limited Liability Company </div> <div> <input type="checkbox"/> Association or Other </div> </div>			
2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation <div style="text-align: center;">QuikTrip Corporation</div>			FEIN <div style="text-align: center;">73-0675375</div>
2a. Trade Name of Establishment (DBA) <div style="text-align: center;">QuikTrip #4216</div>		State Sales Tax No. <div style="text-align: center;">37855338-004</div>	Business Telephone <div style="text-align: center;">9186157700</div>
3. Address of Premises (specify exact location of premises) <div style="text-align: center;">1190 ^{South} East 1st Street</div>			
City <div style="text-align: center;">Bennett</div>	County <div style="text-align: center;">Adams</div>	State <div style="text-align: center;">CO</div>	ZIP Code <div style="text-align: center;">80102</div>
4. Mailing Address (Number and Street) <div style="text-align: center;">PO Box 2927</div>		City or Town <div style="text-align: center;">Tulsa</div>	State <div style="text-align: center;">OK</div>
5. Email Address <div style="text-align: center;">licensing@quiktrip.com</div>			
6. If the premises currently has a liquor or beer license, you MUST answer the following questions			
Present Trade Name of Establishment (DBA) <div style="text-align: center;">n/a</div>	Present State License No. <div style="text-align: center;">n/a</div>	Present Class of License <div style="text-align: center;">n/a</div>	Present Expiration Date <div style="text-align: center;">n/a</div>
Section A Nonrefundable Application Fees		Section B Fermented Malt Beverage Beer License Fees	
<input type="checkbox"/> Application Fee for New License \$1,100.00 <input checked="" type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,200.00 <input type="checkbox"/> Application Fee for Transfer \$1,100.00		<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City) \$96.25 <input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County) \$117.50 <input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (City) \$96.25 <input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (County) \$117.50 <input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25 <input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50 <input type="checkbox"/> Master File Location Fee \$25.00 x _____ To _____ <input type="checkbox"/> Master File Background \$250.00 x _____ Total _____	
Questions? Visit SBG.Colorado.gov/Liquor for more information Do Not Write In This Space - For Department Of Revenue Use Only			
Liability Information			
License Account Number	Liability Date:	License Issued Through: (Expiration Date)	Total <div style="text-align: center;">\$</div>

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes	No		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(b) had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(c) had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet				
9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
12. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.				
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?				
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:				
Landlord n/a	Tenant n/a	Expires n/a		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name n/a	First Name n/a	Date of Birth n/a	FEIN or SSN n/a	Interest n/a
Last Name n/a	First Name n/a	Date of Birth n/a	FEIN or SSN n/a	Interest n/a
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
15. Name of Manager(s) for all on premises applicants.				
Last Name Kooyman	First Name Nick	Date of Birth 11/12/80		
16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
17. Tax Information.				
				Yes No
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?				<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?				<input type="checkbox"/> <input checked="" type="checkbox"/>

18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name ✓ Chester E. Cadieux III	Home Address, City & State 4705 S 129th East Ave, Tulsa, OK 74134	Date of Birth 2/26/67	Position Pres/CEO	% Owned 7.80
Name ✓ Stuart Sullivan	Home Address, City & State 5151 Oak Timber Dr, Tulsa, OK 74131	Date of Birth 04/09/68	Position VP/CFO	% Owned n/a
Name ✓ Marshall Wells	Home Address, City & State 3442 S Delaware Ave, Tulsa, OK 74105	Date of Birth 05/27/71	Position Secretary	% Owned n/a
Name ✓ Eric J Nicholas	Home Address, City & State 6104 E 105th St, Tulsa, OK 74137	Date of Birth 10/16/72	Position Treasurer	% Owned n/a

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.


** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title Deborah Rowden - Assistant Secretary	Date 1-20-22
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority 1-20-2022	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
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Each person required to file DR 8404-I has been:

☒ Fingerprinted

☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

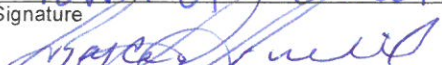

☐ Date of Inspection or Anticipated Date _____

☒ Upon approval of state licensing authority

☐ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

☐ New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for Town of Bennett	Telephone Number 303.644.3349	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature 	Printed Name Royce D. Pindell	Title Mayor
Signature (attest) 	Printed Name Christina Hart	Title Town Clerk
		Date 4-11-2022

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business QuikTrip Corporation		Home Phone Number 918-615-7700	Cellular Number n/a	
2. Your Full Name (last, first, middle) Cadieux III, Chester E.		3. List any other names you have used Chet		
4. Mailing address (if different from residence) PO BOX 2927, Tulsa, OK 74101-2927		Email Address licensing@quiktrip.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current 1406 Terrace Drive		Tulsa, OK 74101-2927		1989
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)	Position Held	From
To				
QuikTrip Corporation		4705 S 129th East Ave, Tulsa, OK 74134	President/CEO	2002
				Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
n/a	n/a	n/a	n/a	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 02/26/1967	b. Social Security Number	c. Place of Birth Tulsa, OK	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where n/a		f. When n/a	g. Name of District Court n/a
h. Naturalization Certificate Number n/a	i. Date of Certification n/a	j. If an Alien, Give Alien's Registration Card Number n/a	k. Permanent Residence Card Number n/a
l. Height 5'7"	m. Weight 170	n. Hair Color Brown	o. Eye Color Brown
p. Gender M	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # <u>H004203374</u> State <u>OK</u>		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 5,582,000 estimated

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

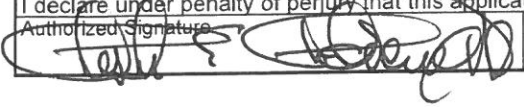
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash			Bank of Oklahoma	\$5,582,000 estimated

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
n/a	n/a	n/a	n/a	n/a

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Print Signature Chester E. Cadieux III	Title President/CEO/Chairman	Date 1-20-22
---	---	---------------------------------	-----------------

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business QuikTrip Corporation		Home Phone Number 918-615-7700	Cellular Number n/a	
2. Your Full Name (last, first, middle) Sullivan, Stuart Coleman		3. List any other names you have used		
4. Mailing address (if different from residence) PO BOX 2927, Tulsa, OK 74101-2927		Email Address licensing@quiktrip.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current	5151 Oak Timber Drive	Tulsa, OK 74131	Jan 2006	Present
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)	Position Held	From
To				
QuikTrip Corporation		4705 S 129th East Ave, Tulsa, OK 74134	Vice President/CFO	10/31/97
				Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
n/a	n/a	n/a	n/a	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 04/09/1968	b. Social Security Number -----	c. Place of Birth Tulsa, OK	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where n/a		f. When n/a	g. Name of District Court n/a
h. Naturalization Certificate Number n/a	i. Date of Certification n/a	j. If an Alien, Give Alien's Registration Card Number n/a	k. Permanent Residence Card Number n/a
l. Height 5'9"	m. Weight 150	n. Hair Color Brown	o. Eye Color Brown
p. Gender M	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # <u>N081090697</u> State <u>OK</u>		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 5,582,000 estimated

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

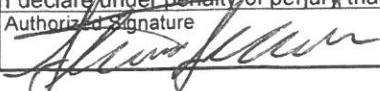
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash			Bank of Oklahoma	\$5,582,000 estimated

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
n/a	n/a	n/a	n/a	n/a

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Print Signature Stuart C. Sullivan	Title Vice President/CFO	Date 1/19/23
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Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business QuikTrip Corporation		Home Phone Number 918-615-7700	Cellular Number n/a	
2. Your Full Name (last, first, middle) Wells, Marshall James		3. List any other names you have used		
4. Mailing address (if different from residence) PO BOX 2927, Tulsa, OK 74101-2927		Email Address licensing@quiktrip.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip	From	To
Current 3442 S Delaware Ave		Tulsa, OK 74105	2019	Present
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
QuikTrip Corporation	4705 S 129th East Ave, Tulsa, OK 74134	Corporate Secretary	06/11/2012	Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
n/a	n/a	n/a	n/a	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 05/27/1971	b. Social Security Number	c. Place of Birth Roanoke, VA	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where n/a		f. When n/a	g. Name of District Court n/a
h. Naturalization Certificate Number n/a	i. Date of Certification n/a	j. If an Alien, Give Alien's Registration Card Number n/a	k. Permanent Residence Card Number n/a
l. Height 6'1"	m. Weight 170	n. Hair Color Brown	o. Eye Color Brown
p. Gender M	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # M082126734 State OK		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 5,582,000 estimated

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment.
(Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

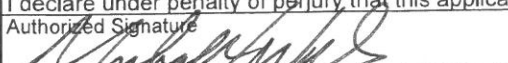
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash			Bank of Oklahoma	\$5,582,000 estimated

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
n/a	n/a	n/a	n/a	n/a

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Print Signature Marshall J. Wells	Title Corporate Secretary	Date 1-20-22
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Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business QuikTrip Corporation		Home Phone Number 918-615-7700	Cellular Number n/a	
2. Your Full Name (last, first, middle) Nicholas, Eric Jay		3. List any other names you have used		
4. Mailing address (if different from residence) PO BOX 2927, Tulsa, OK 74101-2927		Email Address licensing@quiktrip.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip	From	To
Current 6104 E 105th St		Tulsa, OK 74137	2015	Current
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
QuikTrip Corporation	4705 S 129th East Ave, Tulsa, OK 74134	Corporate Treasurer	05/10/2010	Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
n/a	n/a	n/a	n/a	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 10/16/1972	b. Social Security Number	c. Place of Birth Andrews AFB, Washington D.C.	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where n/a		f. When n/a	g. Name of District Court n/a
h. Naturalization Certificate Number n/a	i. Date of Certification n/a	j. If an Alien, Give Alien's Registration Card Number n/a	k. Permanent Residence Card Number n/a
l. Height 5'11"	m. Weight 200	n. Hair Color Brown	o. Eye Color Hazel
p. Gender M	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # S082670815 State OK		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 5,582,000 estimated

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ **0**

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash			Bank of Oklahoma	\$5,582,000 estimated

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
n/a	n/a	n/a	n/a	n/a

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Print Signature Eric J. Nicholas	Title Corporate Treasurer	Date 1-20-22
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Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business QuikTrip Corporation		Home Phone Number 918-615-7700	Cellular Number	
2. Your Full Name (last, first, middle) Kooyman, Nicholas Lee		3. List any other names you have used Nick		
4. Mailing address (if different from residence) PO BOX 2927, Tulsa, OK 74101-2927		Email Address licensing@quiktrip.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip	From	To
Current 14272 Grape St.		Thornton, CO 80602	12/2021	Present
Previous 2220 Atwell Glen Ln		Pineville, NC 28134	04/2020	12/2021
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
QuikTrip Corporation	4705 S 129th East Ave, Tulsa, OK 74134	Manager	11/2015	Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
n/a	n/a	n/a	n/a	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 11/12/1980	b. Social Security Number n/a	c. Place of Birth Madison, WI	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where n/a	f. When n/a	g. Name of District Court n/a	
h. Naturalization Certificate Number n/a	i. Date of Certification n/a	j. If an Alien, Give Alien's Registration Card Number n/a	k. Permanent Residence Card Number n/a
l. Height 6'2"	m. Weight 215	n. Hair Color Blonde	o. Eye Color Green
p. Gender M	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # 171888527 State CO		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 5,582,000 estimated

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

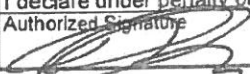
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash			Bank of Oklahoma	\$5,582,000 estimated

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
n/a	n/a	n/a	n/a	n/a

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Print Signature Nicholas L. Kooyman	Title Division Operations Manager	Date 1-19-22
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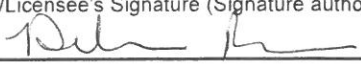
Tax Check Authorization, Waiver, and Request to Release Information

I, Deborah Rowden am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of QuikTrip Corporation (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) QuikTrip Corporation		Social Security Number/Tax Identification Number 73-0675375	
Address 4705 S 129th East Ave			
City Tulsa		State OK	Zip 74134
Home Phone Number		Business/Work Phone Number 9186157700	
Printed name of person signing on behalf of the Applicant/Licensee Deborah Rowden			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 1-20-22

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Open Store Address List

Property Type	Property Status	Store Number	Address	City	County	State	Zip	Phone
STORE	OPEN	1	4970 S PEORIA AVE	TULSA	TULSA	OK	74105-4623	(918) 742-1553
STORE	OPEN	2	11502 E 76TH ST N	OWASSO	TULSA	OK	74055-3606	(918) 272-1596
STORE	OPEN	3	5020 E 146TH ST N	COLLINSVILLE	TULSA	OK	74021-4392	(918) 371-5757
STORE	OPEN	4	7950 E 41ST ST S	TULSA	TULSA	OK	74145-3215	(918) 622-7839
STORE	OPEN	5	10310 E 11TH ST	TULSA	TULSA	OK	74128-3008	(918) 834-2968
STORE	OPEN	6	2400 N ASPEN AVE	BROKEN ARROW	TULSA	OK	74012-1141	(918) 251-2923
STORE	OPEN	7	7 N YALE AVE	TULSA	TULSA	OK	74115-8405	(918) 834-4553
STORE	OPEN	8	7878 E ADMIRAL PL	TULSA	TULSA	OK	74115-7915	(918) 835-8245
STORE	OPEN	9	1617 W 51ST ST	TULSA	TULSA	OK	74107-8021	(918) 446-4325
STORE	OPEN	10	7520 E 61ST ST	TULSA	TULSA	OK	74133-1159	(918) 254-6758
STORE	OPEN	11	4545 N LEWIS AVE	TULSA	TULSA	OK	74110-1207	(918) 425-1896
STORE	OPEN	12	2 E 41ST ST S	SAND SPRINGS	TULSA	OK	74063-3820	(918) 241-3095
STORE	OPEN	13	3050 S SHERIDAN RD	TULSA	TULSA	OK	74129-1018	(918) 834-7792
STORE	OPEN	14	1014 S SHERIDAN RD	TULSA	TULSA	OK	74112-3107	(918) 835-7474
STORE	OPEN	15	1509 S LEWIS	TULSA	TULSA	OK	74104-5120	(918) 743-8169
STORE	OPEN	16	3008 E 11TH ST	TULSA	TULSA	OK	74104-4117	(918) 592-2400
STORE	OPEN	17	1202 W 23RD ST S	TULSA	TULSA	OK	74107	(918) 599-7971
STORE	OPEN	18	3304 W 42ND PL	TULSA	TULSA	OK	74107-5922	(918) 446-5005
STORE	OPEN	19	8105 E 21ST ST	TULSA	TULSA	OK	74129-1401	(918) 628-6800
STORE	OPEN	20	520 S JM DAVIS BLVD	CLAREMORE	ROGERS	OK	74017-7631	(918) 342-5908
STORE	OPEN	21	3108 S 129TH E AVE	TULSA	TULSA	OK	74134-3202	(918) 627-3707
STORE	OPEN	22	12902 E 86TH ST N	OWASSO	TULSA	OK	74055-8701	(918) 272-9991
STORE	OPEN	23	200 S HWY 97	SAND SPRINGS	TULSA	OK	74063-6571	(918) 245-9249
STORE	OPEN	24	18 N 193RD E AVE	TULSA	TULSA	OK	74108-2319	(918) 266-7218
STORE	OPEN	25	4795 S YALE AVE	TULSA	TULSA	OK	74135-7004	(918) 627-3501
STORE	OPEN	26	12910 E 21ST ST	TULSA	TULSA	OK	74134-1002	(918) 437-0924
STORE	OPEN	27	1946 S HARVARD AVE	TULSA	TULSA	OK	74112-6828	(918) 744-0330
STORE	OPEN	28	9529 E 51ST ST	TULSA	TULSA	OK	74145-9049	(918) 622-2862
STORE	OPEN	29	5955 S LEWIS AVE	TULSA	TULSA	OK	74105-7134	(918) 742-4599
STORE	OPEN	30	5111 S LEWIS AVE E	TULSA	TULSA	OK	74105-6548	(918) 743-8136
STORE	OPEN	31	5116 S SHERIDAN RD	TULSA	TULSA	OK	74145-7626	(918) 627-6574
STORE	OPEN	32	102 SE WASHINGTON BLVD	BARTLESVILLE	WASHINGTON	OK	74006-2333	(918) 335-1688
STORE	OPEN	33	2400 E KENOSHA ST	BROKEN ARROW	WAGONER	OK	74014-6718	(918) 355-2876
STORE	OPEN	34	900 E HILLSIDE DR	BROKEN ARROW	TULSA	OK	74012-2441	(918) 355-0014
STORE	OPEN	36	1040 E TAFT AVE	SAPULPA	CREEK	OK	74066-5731	(918) 227-5083
STORE	OPEN	37	1835 SE WASHINGTON BLVD	BARTLESVILLE	WASHINGTON	OK	74006-6735	(918) 333-0694
STORE	OPEN	38	1222 N 9TH ST	SAPULPA	CREEK	OK	74066-2222	(918) 224-1700
STORE	OPEN	40	151 S FRED SWAN LN	CLAREMORE	ROGERS	OK	74017-4429	(918) 283-1871
STORE	OPEN	41	4950 S HARVARD AVE	TULSA	TULSA	OK	74135-3004	(918) 742-1577
STORE	OPEN	42	9600 N GARNETT RD	OWASSO	TULSA	OK	74055-4334	(918) 272-4083
STORE	OPEN	44	519 N SHERIDAN RD	TULSA	TULSA	OK	74115-7828	(918) 832-9999
STORE	OPEN	45	1415 E 71ST ST S	TULSA	TULSA	OK	74136-5038	(918) 481-5841
STORE	OPEN	50	8100 E HWY 51	BROKEN ARROW	WAGONER	OK	74014-2901	(918) 251-4331
STORE	OPEN	51	15102 S MEMORIAL DR	BIXBY	TULSA	OK	74008-4124	(918) 366-2700
STORE	OPEN	52	210 S DEWEY	WAGONER	WAGONER	OK	74467-4901	(918) 485-0118
STORE	OPEN	53	1443 S DENVER AVE	TULSA	TULSA	OK	74119-3428	(918) 584-7645
STORE	OPEN	55	12880 E 51ST ST S	TULSA	TULSA	OK	74146-6511	(918) 660-7628
STORE	OPEN	56	9621 E PINE ST	TULSA	TULSA	OK	74115-5915	(918) 834-9871
STORE	OPEN	57	3606 S PEORIA AVE	TULSA	TULSA	OK	74105-3203	(918) 743-5936
STORE	OPEN	58	1513 N PEORIA AVE	TULSA	TULSA	OK	74106	(918) 382-6919
STORE	OPEN	59	220 N GILCREASE MUSEUM RD	TULSA	TULSA	OK	74127-6500	(918) 592-7700
STORE	OPEN	62	11590 N 140TH E AVE	OWASSO	TULSA	OK	74055-5901	(918) 371-3333
STORE	OPEN	66	24985 S HWY 66	CLAREMORE	ROGERS	OK	74019-2542	(918) 341-0012
STORE	OPEN	69	10220 E 31ST ST	TULSA	TULSA	OK	74146-1442	(918) 660-0311
STORE	OPEN	70	14131 S STATE HWY 51	COWETA	WAGONER	OK	74429-7676	(918) 486-1355
STORE	OPEN	71	16141 E SKELLY DR	TULSA	ROGERS	OK	74116-4033	(918) 234-0380
STORE	OPEN	72	1919 N 32ND ST	MUSKOGEE	MUSKOGEE	OK	74401-2349	(918) 681-7507
STORE	OPEN	74	11315 E 11TH ST	TULSA	TULSA	OK	74128-1825	(918) 437-3676
STORE	OPEN	75	2749 E ADMIRAL PL	TULSA	TULSA	OK	74110-5436	(918) 834-1141
STORE	OPEN	78	9037 S YALE AVE	TULSA	TULSA	OK	74137-3520	(918) 496-0247
STORE	OPEN	79	8081 S MEMORIAL DR	TULSA	TULSA	OK	74133-3663	(918) 459-9268
STORE	OPEN	80	501 W KENOSHA ST	BROKEN ARROW	TULSA	OK	74012-8910	(918) 258-8600
STORE	OPEN	81	4705 S ELM PL	BROKEN ARROW	TULSA	OK	74011-3221	(918) 455-8349
STORE	OPEN	82	1820 S ASPEN AVE	BROKEN ARROW	TULSA	OK	74012-5103	(918) 258-0151
STORE	OPEN	83	10738 E 61ST ST	TULSA	TULSA	OK	74133-1573	(918) 252-7454
STORE	OPEN	84	4030 S GARNETT RD	TULSA	TULSA	OK	74146-2945	(918) 663-9681
STORE	OPEN	85	3230 E ADMIRAL PL N	TULSA	TULSA	OK	74115-8222	(918) 834-1861
STORE	OPEN	90	1022 S UTICA AVE	TULSA	TULSA	OK	74104-3626	(918) 585-2107
STORE	OPEN	91	9111 S MINGO RD	TULSA	TULSA	OK	74133-5720	(918) 249-1928
STORE	OPEN	93	5151 E 71ST ST	TULSA	TULSA	OK	74136-6322	(918) 492-9299
STORE	OPEN	94	4901 W HOUSTON ST	BROKEN ARROW	TULSA	OK	74012-5405	(918) 250-7486
STORE	OPEN	95	3502 W KENOSHA ST	BROKEN ARROW	TULSA	OK	74012-8973	(918) 250-0603
STORE	OPEN	96	9555 RIVERSIDE DR	TULSA	TULSA	OK	74137-7304	(918) 296-5397
STORE	OPEN	97	10028 S MEMORIAL	TULSA	TULSA	OK	74133-6103	(918) 298-5536
STORE	OPEN	98	12037 S MEMORIAL DR	BIXBY	TULSA	OK	74008-2031	(918) 364-5528
STORE	OPEN	99	7103 S 92ND E AVE	TULSA	TULSA	OK	74133-5200	(918) 254-0069
STORE	OPEN	101	712 S ELM ST	JENKS	TULSA	OK	74037-3707	(918) 299-3131
STORE	OPEN	102	6008 S 49TH W AVE	TULSA	TULSA	OK	74107-8811	(918) 446-5500
STORE	OPEN	106	91 W 141ST ST	GLENPOOL	TULSA	OK	74033-3570	(918) 291-2959

STORE	OPEN	107	807 W 71ST ST	TULSA	TULSA	OK	74132-1837	(918) 447-2781
STORE	OPEN	121	12100 S WACO AVE	GLENPOOL	TULSA	OK	74033-5660	(918) 296-9898
STORE	OPEN	150	309 S BROADWAY	OAK GROVE	JACKSON	MO	64075-8105	(816) 690-8569
STORE	OPEN	151	655 S 291 HWY	LIBERTY	CLAY	MO	64068-1916	(816) 415-8700
STORE	OPEN	152	4005 S LITTLE BLUE PKWY	INDEPENDENCE	JACKSON	MO	64057-1281	(816) 795-7223
STORE	OPEN	153	1401 ARMOUR RD	NORTH KANSAS CITY	CLAY	MO	64116-3618	(816) 471-2886
STORE	OPEN	155	201 E 23RD ST	INDEPENDENCE	JACKSON	MO	64055-1301	(816) 461-7284
STORE	OPEN	156	8733 E 63RD ST	RAYTOWN	JACKSON	MO	64133-4703	(816) 743-0078
STORE	OPEN	157	7400 SHAWNEE MISSION PKWY	OVERLAND PARK	JOHNSON	KS	66202-3188	(913) 432-7003
STORE	OPEN	159	10150 NE COOKINGHAM DR	KANSAS CITY	CLAY	MO	64157-6220	(816) 792-0562
STORE	OPEN	160	9025 JOHNSON DR	MERRIAM	JOHNSON	KS	66202-2114	(913) 789-7211
STORE	OPEN	161	2601 S 291 HWY	INDEPENDENCE	JACKSON	MO	64057-1281	(816) 350-0874
STORE	OPEN	162	801 SE M-291 HWY	LEE'S SUMMIT	JACKSON	MO	64063-4348	(816) 524-2946
STORE	OPEN	163	8500 N INDIANA AVE	KANSAS CITY	CLAY	MO	64119-1429	(816) 734-9810
STORE	OPEN	165	2321 LEE'S SUMMIT RD	INDEPENDENCE	JACKSON	MO	64055-1934	(816) 461-7020
STORE	OPEN	166	11915 JOHNSON DR	SHAWNEE	JOHNSON	KS	66203-1903	(913) 631-2648
STORE	OPEN	167	1020 E 23RD ST	LAWRENCE	DOUGLAS	KS	66046-5002	(785) 840-9459
STORE	OPEN	168	10232 WORNALL RD.	KANSAS CITY	JACKSON	MO	64114-4403	(816) 941-9559
STORE	OPEN	169	5108 NE VIVION DR	KANSAS CITY	CLAY	MO	64119-2939	(816) 454-0783
STORE	OPEN	170	4600 NW GATEWAY RD	RIVERSIDE	PLATTE	MO	64150-9721	(816) 741-8589
STORE	OPEN	171	7920 E 171ST	BELTON	CASS	MO	64012-5333	(816) 318-0322
STORE	OPEN	172	8200 PARALLEL PKWY	KANSAS CITY	WYANDOTTE	KS	66112-1703	(913) 334-1542
STORE	OPEN	173	528 NW ENGLEWOOD RD	KANSAS CITY	CLAY	MO	64118-3960	(816) 453-3388
STORE	OPEN	174	5055 ROE BLVD	ROELAND PARK	JOHNSON	KS	66205-1257	(913) 432-5259
STORE	OPEN	175	16001 E US 24 HWY	INDEPENDENCE	JACKSON	MO	64050-2017	(816) 257-7758
STORE	OPEN	176	1201 WESTPORT RD	KANSAS CITY	JACKSON	MO	64111-4226	(816) 931-6886
STORE	OPEN	178	10601 STATE LINE RD	KANSAS CITY	JACKSON	MO	64114-4403	(816) 942-3355
STORE	OPEN	179	8600 PLEASANT VALLEY RD	PLEASANT VALLEY	CLAY	MO	64068-7868	(816) 415-2279
STORE	OPEN	180	1301 NW WOODS CHAPEL RD	BLUE SPRINGS	JACKSON	MO	64015-2619	(816) 229-1791
STORE	OPEN	181	2590 NE 72ND ST	GLADSTONE	CLAY	MO	64118-2309	(816) 468-4366
STORE	OPEN	182	1234 E SANTA FE	OLATHE	JOHNSON	KS	66061-3638	(913) 768-7130
STORE	OPEN	183	1001 SW BLUE PKWY	LEE'S SUMMIT	JACKSON	MO	64063-2101	(816) 524-8213
STORE	OPEN	184	4327 MAIN ST	KANSAS CITY	JACKSON	MO	64111-1809	(816) 561-6055
STORE	OPEN	185	10301 W 75TH ST	SHAWNEE	JOHNSON	KS	66214-1101	(913) 962-0055
STORE	OPEN	186	6015 E 147TH ST	GRANDVIEW	JACKSON	MO	64030-4200	(816) 322-3933
STORE	OPEN	188	1205 N MAIN ST	LANSING	LEAVENWORTH	KS	66043-1301	(913) 565-9147
STORE	OPEN	189	8601 NW 45 HWY	PARKVILLE	PLATTE	MO	64152-3544	(816) 505-1609
STORE	OPEN	190	344 W 72ND ST	KANSAS CITY	JACKSON	MO	64114-5744	(816) 361-2633
STORE	OPEN	191	1450 NE M-291 HWY	LEE'S SUMMIT	JACKSON	MO	64086-5478	(816) 524-5011
STORE	OPEN	193	600 NW 68TH ST	KANSAS CITY	CLAY	MO	64118-2483	(816) 468-1883
STORE	OPEN	194	4700 LAMAR AVE	MISSION	JOHNSON	KS	66202-1736	(913) 384-1405
STORE	OPEN	197	13100 HOLMES RD	KANSAS CITY	JACKSON	MO	64145-1489	(816) 942-9048
STORE	OPEN	198	411 W 92 HWY	KEARNEY	CLAY	MO	64060-7639	(816) 903-4134
STORE	OPEN	199	389 N 130TH ST	BONNER SPRINGS	WYANDOTTE	KS	66012-9062	(913) 721-0267
STORE	OPEN	200	120 SW M-150 HWY	LEE'S SUMMIT	JACKSON	MO	64082-4401	(816) 537-6061
STORE	OPEN	201	19010 US 24 HWY	INDEPENDENCE	JACKSON	MO	64056-1283	(816) 796-6671
STORE	OPEN	202	16501 E US 40 HWY	INDEPENDENCE	JACKSON	MO	64055-6038	(816) 478-0080
STORE	OPEN	203	7681 W 151ST ST	OVERLAND PARK	JOHNSON	KS	66223-2221	(913) 681-9748
STORE	OPEN	204	6835 E TRUMAN ROAD	KANSAS CITY	JACKSON	MO	64126-2639	(816) 483-0623
STORE	OPEN	205	11101 E 40 HWY	INDEPENDENCE	JACKSON	MO	64055-6038	(816) 353-4191
STORE	OPEN	206	15650 W 135TH ST	OLATHE	JOHNSON	KS	66062-1527	(913) 390-0068
STORE	OPEN	208	800 NE WOODS CHAPEL RD	LEE'S SUMMIT	JACKSON	MO	64064-1906	(816) 373-0176
STORE	OPEN	209	9323 E 350 HWY	RAYTOWN	JACKSON	MO	64133-6507	(816) 358-7026
STORE	OPEN	210	10700 ROE AVE	OVERLAND PARK	JOHNSON	KS	66211-1209	(913) 381-6699
STORE	OPEN	212	18619 W 151ST ST	OLATHE	JOHNSON	KS	66062-2738	(913) 764-6845
STORE	OPEN	213	1407 S 169 HWY	SMITHVILLE	CLAY	MO	64089-9325	(816) 532-4821
STORE	OPEN	215	15710 S US 169 HWY	OLATHE	JOHNSON	KS	66062-3504	(913) 390-8246
STORE	OPEN	216	4024 S NOLAND RD	INDEPENDENCE	JACKSON	MO	64055-3349	(816) 254-7355
STORE	OPEN	217	705 SW WESTBOUND US 40 HWY	BLUE SPRINGS	JACKSON	MO	64015-4601	(816) 228-5660
STORE	OPEN	218	7133 NW BARRY RD	KANSAS CITY	PLATTE	MO	64153-1719	(816) 741-6640
STORE	OPEN	219	17840 W 119TH ST	OLATHE	JOHNSON	KS	66061-9508	(913) 438-9797
STORE	OPEN	220	10651 NALL AVE	OVERLAND PARK	JOHNSON	KS	66207	(913) 953-3477
STORE	OPEN	221	9600 N OAK TRAFFICWAY	KANSAS CITY	CLAY	MO	64155-2263	(816) 734-2500
STORE	OPEN	222	8011 STATE LINE RD	KANSAS CITY	JACKSON	MO	64114-2016	(816) 523-0760
STORE	OPEN	224	6551 E FRONT ST	KANSAS CITY	JACKSON	MO	64120-2127	(816) 231-3740
STORE	OPEN	225	1251 NW BARRY RD	KANSAS CITY	CLAY	MO	64155-2707	(816) 436-6589
STORE	OPEN	226	20605 SHAWNEE MISSION PKWY	SHAWNEE	JOHNSON	KS	66218-9305	(913) 422-1036
STORE	OPEN	227	3101 SOUTHWEST BLVD	KANSAS CITY	JACKSON	MO	64108-3647	(816) 931-4940
STORE	OPEN	228	2525 BURLINGTON ST	NORTH KANSAS CITY	CLAY	MO	64116-3194	(816) 472-1714
STORE	OPEN	229	7100 NE PARVIN RD	KANSAS CITY	CLAY	MO	64117-1576	(816) 454-6363
STORE	OPEN	230	11201 E TRUMAN RD	INDEPENDENCE	JACKSON	MO	64050-2510	(816) 254-7490
STORE	OPEN	231	4202 KANSAS AVE	KANSAS CITY	WYANDOTTE	KS	66106-1149	(913) 281-2059
STORE	OPEN	233	501 E NORTH AVE	BELTON	CASS	MO	64012-2188	(816) 322-2300
STORE	OPEN	234	6400 E 87TH ST	KANSAS CITY	JACKSON	MO	64138-2732	(816) 333-3239
STORE	OPEN	235	11070 PFLUMM RD	LENEXA	JOHNSON	KS	66215-4000	(913) 339-9236
STORE	OPEN	236	1850 BRANCH ST	PLATTE CITY	PLATTE	MO	64079-9718	(816) 858-2503
STORE	OPEN	238	5025 NE ANTIOCH RD	KANSAS CITY	CLAY	MO	64119-3404	(816) 454-7534
STORE	OPEN	239	555 N 78TH ST	KANSAS CITY	WYANDOTTE	KS	66112-2900	(913) 334-2171
STORE	OPEN	240	11902 RILEY ST	OVERLAND PARK	JOHNSON	KS	66213-1126	(913) 469-1836
STORE	OPEN	241	1201 N 7 HWY	BLUE SPRINGS	JACKSON	MO	64014-2281	(816) 224-1110
STORE	OPEN	242	15100 W 101ST TERR	LENEXA	JOHNSON	KS	66219-1204	(913) 492-0242
STORE	OPEN	243	9901 W 87TH ST	OVERLAND PARK	JOHNSON	KS	66212-4769	(913) 648-6211

STORE	OPEN	245	17815 E 39TH ST	INDEPENDENCE	JACKSON	MO	64055-6726	(816) 478-0245
STORE	OPEN	246	7701 METCALF AVE	OVERLAND PARK	JOHNSON	KS	66204-2931	(913) 381-0342
STORE	OPEN	247	1402 N 291 HWY	HARRISONVILLE	CASS	MO	64701-1273	(816) 884-3553
STORE	OPEN	248	4740 S ARROWHEAD DR	INDEPENDENCE	JACKSON	MO	64055-6978	(816) 795-8895
STORE	OPEN	249	694 E MAIN ST	GARDNER	JOHNSON	KS	66030-1252	(913) 884-4786
STORE	OPEN	252	1051 W DENNIS AVE	OLATHE	JOHNSON	KS	66061-5200	(913) 764-6400
STORE	OPEN	253	11200 W 87TH ST	LENEXA	JOHNSON	KS	66214	(913) 953-3476
STORE	OPEN	259	1110 N BUCKNER TARSNEY RD	GRAIN VALLEY	JACKSON	MO	64029-8321	(816) 220-9030
STORE	OPEN	264	10701 SHAWNEE MISSION PKWY	SHAWNEE	JOHNSON	KS	66203-3323	(913) 248-7634
STORE	OPEN	268	900 IOWA ST	LAWRENCE	DOUGLAS	KS	66044-1835	(785) 551-6265
STORE	OPEN	269	7621 W 159TH ST	OVERLAND PARK	JOHNSON	KS	66223-2221	(913) 681-4960
STORE	OPEN	296	12355 W 95TH ST	LENEXA	JOHNSON	KS	66215-3808	(913) 748-2025
STORE	OPEN	310	2314 W CENTRAL AVE	EL DORADO	BUTLER	KS	67042-3207	(316) 321-1580
STORE	OPEN	313	2821 E 31ST ST S	WICHITA	SEDGWICK	KS	67216-2552	(316) 682-6412
STORE	OPEN	314	1430 N NELSON DR	DERBY	SEDGWICK	KS	67037-2646	(316) 788-5066
STORE	OPEN	315	1500 S MAIZE RD	WICHITA	SEDGWICK	KS	67209-1300	(316) 773-4997
STORE	OPEN	316	14402 E KELLOGG ST	WICHITA	SEDGWICK	KS	67230-9200	(316) 733-0598
STORE	OPEN	320	1021 W 31ST ST S	WICHITA	SEDGWICK	KS	67217-3228	(316) 522-9409
STORE	OPEN	321	6011 W CENTRAL AVE	WICHITA	SEDGWICK	KS	67212-2842	(316) 942-0363
STORE	OPEN	322	3520 N OLIVER AVE	WICHITA	SEDGWICK	KS	67220-3408	(316) 687-0582
STORE	OPEN	326	750 S BROADWAY	WICHITA	SEDGWICK	KS	67211-4819	(316) 262-1923
STORE	OPEN	327	12825 E 21ST ST N	WICHITA	SEDGWICK	KS	67230-7406	(316) 630-8122
STORE	OPEN	328	2801 S HYDRAULIC ST	WICHITA	SEDGWICK	KS	67216-2402	(316) 522-7544
STORE	OPEN	329	1620 S OLIVER ST	WICHITA	SEDGWICK	KS	67218-3802	(316) 685-4022
STORE	OPEN	343	242 S TYLER RD	WICHITA	SEDGWICK	KS	67209-1437	(316) 729-9001
STORE	OPEN	345	3945 S MERIDIAN AVE	WICHITA	SEDGWICK	KS	67217-3738	(316) 522-5811
STORE	OPEN	347	1532 S SENECA ST	WICHITA	SEDGWICK	KS	67213-4333	(316) 265-2965
STORE	OPEN	349	1112 W DOUGLAS AVE	WICHITA	SEDGWICK	KS	67203-6108	(316) 262-2252
STORE	OPEN	353	110 S ROCK RD	WICHITA	SEDGWICK	KS	67207-1152	(316) 686-3221
STORE	OPEN	356	1623 E 47TH ST	WICHITA	SEDGWICK	KS	67216-2005	(316) 522-8541
STORE	OPEN	357	2954 N MAIZE RD	WICHITA	SEDGWICK	KS	67205	(316) 358-6197
STORE	OPEN	358	7120 W 21ST ST N	WICHITA	SEDGWICK	KS	67205-1761	(316) 729-5998
STORE	OPEN	359	4051 N RIDGE RD	WICHITA	SEDGWICK	KS	67205-8822	(316) 721-1334
STORE	OPEN	360	3933 W 13TH ST	WICHITA	SEDGWICK	KS	67203-4438	(316) 943-2120
STORE	OPEN	363	2801 N ROCK RD	DERBY	SEDGWICK	KS	67037-3753	(316) 788-3311
STORE	OPEN	366	1620 S WEBB RD	WICHITA	SEDGWICK	KS	67207-5602	(316) 682-7731
STORE	OPEN	368	626 W 21ST ST N	WICHITA	SEDGWICK	KS	67203-2440	(316) 831-9007
STORE	OPEN	369	625 S HILLSIDE ST	WICHITA	SEDGWICK	KS	67211-3001	(316) 686-1554
STORE	OPEN	372	3106 E PAWNEE ST	WICHITA	SEDGWICK	KS	67211-5604	(316) 683-4911
STORE	OPEN	373	1607 E LINCOLN	WICHITA	SEDGWICK	KS	67211-3625	(316) 264-2973
STORE	OPEN	374	8723 W 13TH ST N	WICHITA	SEDGWICK	KS	67212-4382	(316) 722-5400
STORE	OPEN	376	2106 S ROCK RD	WICHITA	SEDGWICK	KS	67207-5306	(316) 684-5460
STORE	OPEN	378	5611 S BROADWAY ST	WICHITA	SEDGWICK	KS	67216-3730	(316) 522-9101
STORE	OPEN	383	11223 E CENTRAL AVE	WICHITA	SEDGWICK	KS	67206-2802	(316) 681-1593
STORE	OPEN	384	2510 W PAWNEE ST	WICHITA	SEDGWICK	KS	67213-1814	(316) 942-0746
STORE	OPEN	386	1010 E DOUGLAS AVE	WICHITA	SEDGWICK	KS	67214-3926	(316) 264-9116
STORE	OPEN	388	3820 N ROCK RD	WICHITA	SEDGWICK	KS	67226-2814	(316) 634-1048
STORE	OPEN	389	4730 E CENTRAL AVE	WICHITA	SEDGWICK	KS	67208-3918	(316) 688-1438
STORE	OPEN	391	730 N BROADWAY ST	WICHITA	SEDGWICK	KS	67214-3508	(316) 267-9057
STORE	OPEN	394	928 E 61ST ST N	PARK CITY	SEDGWICK	KS	67219-1912	(316) 744-2686
STORE	OPEN	396	324 S WEST ST	WICHITA	SEDGWICK	KS	67213-2106	(316) 942-3687
STORE	OPEN	500	3700 HUBBELL AVE	DES MOINES	POLK	IA	50317-4345	(515) 261-7029
STORE	OPEN	513	4600 MERLE HAY RD	URBANDALE	POLK	IA	50322-1961	(515) 278-4551
STORE	OPEN	514	802 E 1ST ST	ANKENY	POLK	IA	50021-2062	(515) 964-5180
STORE	OPEN	515	1421 INGERSOLL AVE	DES MOINES	POLK	IA	50309-3103	(515) 243-2357
STORE	OPEN	516	1000 E UNIVERSITY AVE	DES MOINES	POLK	IA	50316-2352	(515) 266-3500
STORE	OPEN	517	1451 22ND ST	WEST DES MOINES	POLK	IA	50266-1404	(515) 223-3097
STORE	OPEN	523	849 ARMY POST RD	DES MOINES	POLK	IA	50315-6255	(515) 287-4705
STORE	OPEN	527	614 UNIVERSITY AVE	DES MOINES	POLK	IA	50314-2717	(515) 243-5841
STORE	OPEN	530	1424 E EUCLID AVE	DES MOINES	POLK	IA	50313-3008	(515) 265-0643
STORE	OPEN	531	1900 SE 37TH ST	GRIMES	POLK	IA	50111-4941	(515) 986-5087
STORE	OPEN	534	2945 E UNIVERSITY AVE	DES MOINES	POLK	IA	50317-8235	(515) 266-9905
STORE	OPEN	535	1501 E GRAND	DES MOINES	POLK	IA	50316-3542	(515) 266-0961
STORE	OPEN	538	4575 NW 2ND ST	DES MOINES	POLK	IA	50313-2203	(515) 288-8276
STORE	OPEN	541	2428 HUBBELL AVE	DES MOINES	POLK	IA	50317-6416	(515) 263-8576
STORE	OPEN	544	3941 SE 14TH ST	DES MOINES	POLK	IA	50320-1444	(515) 287-4781
STORE	OPEN	554	901 SW 63RD ST	DES MOINES	POLK	IA	50312-1621	(515) 274-2914
STORE	OPEN	559	4021 FLEUR DR	DES MOINES	POLK	IA	50321-2322	(515) 287-7558
STORE	OPEN	560	2300 MARTIN LUTHER KING JR PKWY	DES MOINES	POLK	IA	50310-6167	(515) 279-4493
STORE	OPEN	562	4801 NE 14TH ST	DES MOINES	POLK	IA	50313-2011	(515) 266-1630
STORE	OPEN	576	3201 L ST	OMAHA	DOUGLAS	NE	68107-1448	(402) 731-2046
STORE	OPEN	577	11626 VIRGINIA PLAZA	LA VISTA	SARPY	NE	68128-3259	(402) 339-0157
STORE	OPEN	579	1704 S 72ND ST	OMAHA	DOUGLAS	NE	68124-1702	(402) 391-2904
STORE	OPEN	580	6045 L ST	OMAHA	DOUGLAS	NE	68117-1210	(402) 731-0110
STORE	OPEN	585	4720 HAMILTON ST	OMAHA	DOUGLAS	NE	68132-1728	(402) 556-7430
STORE	OPEN	586	1311 FORT CROOK RD N	BELLEVUE	SARPY	NE	68005-4219	(402) 738-9237
STORE	OPEN	587	4404 N 72ND ST	OMAHA	DOUGLAS	NE	68134-2351	(402) 571-1302
STORE	OPEN	588	4212 S 84TH ST	OMAHA	DOUGLAS	NE	68127-1706	(402) 935-7959
STORE	OPEN	589	5305 N 103RD ST	OMAHA	DOUGLAS	NE	68134-2351	(402) 498-4482
STORE	OPEN	591	11910 W DODGE RD	OMAHA	DOUGLAS	NE	68154-2477	(402) 493-4111
STORE	OPEN	594	715 S SADDLECREEK RD	OMAHA	DOUGLAS	NE	68106-1436	(402) 561-0694
STORE	OPEN	596	5005 S 108TH ST	OMAHA	DOUGLAS	NE	68137-2313	(402) 592-9131

STORE	OPEN	598	11105 SAPP BROTHERS DR	GRETNA	SARPY	NE	68138-3829	(402) 895-6488
STORE	OPEN	599	13007 Q ST	OMAHA	DOUGLAS	NE	68137-3243	(402) 861-6870
STORE	OPEN	400	2111 W UNIVERSITY DR	TEMPE	MARICOPA	AZ	85281-7234	(480) 829-8650
STORE	OPEN	401	517 W MCKELLIPS RD	MESA	MARICOPA	AZ	85201-1212	(480) 844-8292
STORE	OPEN	402	1331 S COUNTRY CLUB DR	MESA	MARICOPA	AZ	85210-5129	(480) 733-5421
STORE	OPEN	404	9229 E UNIVERSITY DR	MESA	MARICOPA	AZ	85207-7007	(480) 354-6240
STORE	OPEN	405	9010 N 19TH AVE	PHOENIX	MARICOPA	AZ	85021-2910	(602) 749-1078
STORE	OPEN	406	2212 E BELL RD	PHOENIX	MARICOPA	AZ	85022-2936	(602) 923-6797
STORE	OPEN	407	2750 W THUNDERBIRD RD	PHOENIX	MARICOPA	AZ	85053-7713	(602) 548-7146
STORE	OPEN	408	1106 E BROADWAY RD	TEMPE	MARICOPA	AZ	85282-1506	(480) 449-0217
STORE	OPEN	409	6705 W BUCKEYE RD	PHOENIX	MARICOPA	AZ	85043-4415	(623) 478-7433
STORE	OPEN	410	14007 W GRAND AVE	SURPRISE	MARICOPA	AZ	85374-2441	(623) 556-0238
STORE	OPEN	411	1707 W BELL RD	PHOENIX	MARICOPA	AZ	85023-3462	(602) 843-1365
STORE	OPEN	412	8004 N 27TH AVE	PHOENIX	MARICOPA	AZ	85051-6302	(602) 589-1812
STORE	OPEN	413	4255 W UNION HILLS DR	GLENDALE	MARICOPA	AZ	85308-1703	(602) 548-7055
STORE	OPEN	414	847 N ARIZONA AVE	GILBERT	MARICOPA	AZ	85233-2217	(480) 892-0107
STORE	OPEN	416	9020 N 91ST AVE	PEORIA	MARICOPA	AZ	85345-8304	(623) 878-3937
STORE	OPEN	417	3563 E MAIN ST	MESA	MARICOPA	AZ	85213-8602	(480) 325-1399
STORE	OPEN	418	2009 W GLENDALE AVE	PHOENIX	MARICOPA	AZ	85021-7887	(602) 841-7032
STORE	OPEN	419	2026 W BROADWAY RD	MESA	MARICOPA	AZ	85281-7234	(480) 833-9108
STORE	OPEN	420	2450 E UNION HILLS DR	PHOENIX	MARICOPA	AZ	85050-3124	(602) 485-3696
STORE	OPEN	421	19990 N 19TH AVE	PHOENIX	MARICOPA	AZ	85027-4505	(623) 582-9215
STORE	OPEN	422	8302 W BUCKEYE RD	TOLLESON	MARICOPA	AZ	85353-9207	(623) 478-0662
STORE	OPEN	423	13067 W THOMAS RD	AVONDALE	MARICOPA	AZ	85392-2019	(623) 935-4167
STORE	OPEN	425	2941 E INDIAN SCHOOL RD	PHOENIX	MARICOPA	AZ	85016-6804	(602) 957-3121
STORE	OPEN	426	19815 N 7TH ST	PHOENIX	MARICOPA	AZ	85024-1687	(623) 587-0974
STORE	OPEN	427	1995 N ARIZONA AVE	CHANDLER	MARICOPA	AZ	85225-7011	(480) 917-3128
STORE	OPEN	429	1545 N SCOTTSDALE RD	TEMPE	MARICOPA	AZ	85281-1560	(480) 945-0730
STORE	OPEN	430	6721 W THUNDERBIRD RD	PEORIA	MARICOPA	AZ	85381-5022	(623) 979-0353
STORE	OPEN	431	1939 S MESA DR	MESA	MARICOPA	AZ	85210-6214	(480) 926-3684
STORE	OPEN	432	4075 S 32ND ST	PHOENIX	MARICOPA	AZ	85040-8605	(602) 438-6010
STORE	OPEN	433	414 S STAPLEY DR	MESA	MARICOPA	AZ	85204-2613	(480) 890-3031
STORE	OPEN	434	1915 W SOUTHERN AVE	PHOENIX	MARICOPA	AZ	85041-4624	(602) 268-0629
STORE	OPEN	435	1610 E HIGHLAND AVE	PHOENIX	MARICOPA	AZ	85016-0624	(602) 264-2902
STORE	OPEN	436	6739 W HAPPY VALLEY RD	PEORIA	MARICOPA	AZ	85383-3391	(623) 825-6300
STORE	OPEN	437	21 E OLD WEST HWY	APACHE JUNCTION	PINAL	AZ	85119-2302	(480) 288-9023
STORE	OPEN	438	1733 S GREENFIELD RD	MESA	MARICOPA	AZ	85206-3481	(480) 633-0800
STORE	OPEN	439	7522 W DEER VALLEY RD	PEORIA	MARICOPA	AZ	85382-2105	(623) 362-8033
STORE	OPEN	440	321 W INDIAN SCHOOL RD	PHOENIX	MARICOPA	AZ	85013-3205	(602) 297-4245
STORE	OPEN	441	918 E BASELINE RD	TEMPE	MARICOPA	AZ	85283-1313	(480) 755-1242
STORE	OPEN	442	2010 S ARIZONA AVE	CHANDLER	MARICOPA	AZ	85286-7719	(480) 726-5202
STORE	OPEN	443	4275 W INDIAN SCHOOL RD	PHOENIX	MARICOPA	AZ	85019-3331	(602) 272-4146
STORE	OPEN	444	1155 N 51ST AVE	PHOENIX	MARICOPA	AZ	85043-1708	(602) 269-1714
STORE	OPEN	445	2775 S 51ST AVE	PHOENIX	MARICOPA	AZ	85043-8013	(602) 278-8721
STORE	OPEN	446	550 N DYSART RD	GOODYEAR	MARICOPA	AZ	85338-1117	(623) 882-0431
STORE	OPEN	447	5957 E MCDOWELL RD	MESA	MARICOPA	AZ	85215-9648	(480) 218-0388
STORE	OPEN	448	9910 W CAMELBACK RD	GLENDALE	MARICOPA	AZ	85307-5008	(623) 872-1044
STORE	OPEN	449	8283 W MCDOWELL RD	PHOENIX	MARICOPA	AZ	85035-4302	(623) 247-1473
STORE	OPEN	451	6702 W MCDOWELL RD	PHOENIX	MARICOPA	AZ	85035-4642	(623) 873-4411
STORE	OPEN	452	816 W UNIVERSITY DR	MESA	MARICOPA	AZ	85201-5519	(480) 844-3833
STORE	OPEN	453	11604 W OLIVE AVE	YOUNGTOWN	MARICOPA	AZ	85363-9229	(623) 977-5533
STORE	OPEN	454	2725 W PEORIA AVE	PHOENIX	MARICOPA	AZ	85029-5201	(602) 943-0750
STORE	OPEN	456	5082 NW GRAND AVE	GLENDALE	MARICOPA	AZ	85301-5290	(623) 463-0202
STORE	OPEN	457	339 N POWER RD	MESA	MARICOPA	AZ	85205-8402	(480) 981-0469
STORE	OPEN	458	2836 N 27TH AVE	PHOENIX	MARICOPA	AZ	85009-1707	(602) 233-3355
STORE	OPEN	459	1141 S CRISMON RD	MESA	MARICOPA	AZ	85208-2661	(480) 380-9741
STORE	OPEN	460	2195 E SOUTHERN AVE	TEMPE	MARICOPA	AZ	85282-7504	(480) 831-3049
STORE	OPEN	461	2535 W CAMELBACK RD	PHOENIX	MARICOPA	AZ	85017-3209	(602) 242-0686
STORE	OPEN	463	4725 E BASELINE RD	PHOENIX	MARICOPA	AZ	85042-6430	(602) 414-0615
STORE	OPEN	467	3875 S PRIEST DR	TEMPE	MARICOPA	AZ	85282-4424	(480) 921-2937
STORE	OPEN	468	11309 NW GRAND AVE	YOUNGTOWN	MARICOPA	AZ	85363-1015	(623) 875-6113
STORE	OPEN	469	2761 E BASELINE RD	GILBERT	MARICOPA	AZ	85234-2478	(480) 558-5342
STORE	OPEN	470	6702 W GLENDALE AVE	GLENDALE	MARICOPA	AZ	85303-2652	(623) 937-0337
STORE	OPEN	471	297 N 99TH AVE	TOLLESON	MARICOPA	AZ	85353-2835	(623) 907-0024
STORE	OPEN	472	8293 W LAKE PLEASANT PKWY	PEORIA	MARICOPA	AZ	85382-7426	(623) 561-7887
STORE	OPEN	473	2975 S GILBERT RD	CHANDLER	MARICOPA	AZ	85286-2002	(480) 899-7363
STORE	OPEN	474	22185 S ELLSWORTH LOOP RD	QUEEN CREEK	MARICOPA	AZ	85142-7704	(480) 987-9061
STORE	OPEN	476	4011 E GREENWAY RD	PHOENIX	MARICOPA	AZ	85032-4748	(602) 494-2743
STORE	OPEN	477	3806 W GREENWAY RD	PHOENIX	MARICOPA	AZ	85053-3730	(602) 548-5701
STORE	OPEN	478	5545 S POWER RD	MESA	MARICOPA	AZ	85212-4205	(480) 840-6360
STORE	OPEN	479	8233 N 7TH ST	PHOENIX	MARICOPA	AZ	85020-3768	(602) 749-0905
STORE	OPEN	481	3855 N 75TH AVE	PHOENIX	MARICOPA	AZ	85033-3703	(623) 247-2389
STORE	OPEN	482	1627 N PINAL AVE	CASA GRANDE	PINAL	AZ	85122-1803	(520) 876-9050
STORE	OPEN	484	9541 W OLIVE AVE	PEORIA	MARICOPA	AZ	85345-6418	(623) 877-0257
STORE	OPEN	485	2019 E CACTUS RD	PHOENIX	MARICOPA	AZ	85022-5823	(602) 923-6702
STORE	OPEN	486	726 S GILBERT RD	GILBERT	MARICOPA	AZ	85296-2834	(480) 497-8236
STORE	OPEN	487	9120 W INDIAN SCHOOL RD	PHOENIX	MARICOPA	AZ	85037-1903	(623) 772-7211
STORE	OPEN	488	4949 N 51ST AVE	PHOENIX	MARICOPA	AZ	85031-1278	(623) 247-6957
STORE	OPEN	490	8870 W THUNDERBIRD RD	PEORIA	MARICOPA	AZ	85381-4812	(623) 878-0670
STORE	OPEN	492	1850 S MILLER RD	BUCKEYE	MARICOPA	AZ	85326-6489	(623) 386-8855
STORE	OPEN	493	3445 W BASELINE RD	LAVEEN	MARICOPA	AZ	85339-1812	(602) 237-0070
STORE	OPEN	494	11420 W BELL RD	SURPRISE	MARICOPA	AZ	85378-9791	(623) 972-0266

STORE	OPEN	495	1766 W HUNT HWY	QUEEN CREEK	PINAL	AZ	85142-9438	(480) 655-5728
STORE	OPEN	496	2657 S POWER RD	MESA	MARICOPA	AZ	85209-6675	(480) 325-4766
STORE	OPEN	497	21050 N CAVE CREEK RD	PHOENIX	MARICOPA	AZ	85024-5540	(602) 493-4047
STORE	OPEN	499	20530 N JOHN WAYNE PKWY	MARICOPA	PINAL	AZ	85139-5838	(520) 568-1907
STORE	OPEN	1400	2150 E UNIVERSITY DR	TEMPE	MARICOPA	AZ	85281-4607	(480) 967-0072
STORE	OPEN	1401	575 N ESTRELLA PKWY	GOODYEAR	MARICOPA	AZ	85338-9277	(623) 932-2462
STORE	OPEN	1402	4015 E COTTONWOOD LN	PHOENIX	MARICOPA	AZ	85048-0562	(480) 383-7526
STORE	OPEN	1403	1550 E BASELINE RD	PHOENIX	MARICOPA	AZ	85042-6761	(602) 441-0407
STORE	OPEN	1404	3720 S VAL VISTA DR	GILBERT	MARICOPA	AZ	85297-7311	(480) 855-1673
STORE	OPEN	1406	2420 E GREENWAY PKWY	PHOENIX	MARICOPA	AZ	85032-4317	(602) 867-1060
STORE	OPEN	1407	900 S WATSON RD	BUCKEYE	MARICOPA	AZ	85326-3411	(623) 248-0825
STORE	OPEN	1408	2250 E THOMAS RD	PHOENIX	MARICOPA	AZ	85016-7820	(602) 956-0678
STORE	OPEN	1409	8045 N 51ST AVE	GLENDALE	MARICOPA	AZ	85302	(480) 383-7525
STORE	OPEN	1410	400 N 75TH AVE	PHOENIX	MARICOPA	AZ	85043	(623) 337-9948
STORE	OPEN	1411	3605 W GLENDALE AVE	PHOENIX	MARICOPA	AZ	85051-8334	(602) 249-8197
STORE	OPEN	1412	1133 E NORTHERN AVE	PHOENIX	MARICOPA	AZ	85020-4119	(480) 366-7637
STORE	OPEN	1415	2834 W BELL RD	PHOENIX	MARICOPA	AZ	85053-3023	(480) 606-5692
STORE	OPEN	1416	2255 N 44TH ST	PHOENIX	MARICOPA	AZ	85008-3293	(480) 606-5693
STORE	OPEN	1420	1190 W ELLIOT RD	TEMPE	MARICOPA	AZ	85284-1107	(480) 838-1090
STORE	OPEN	1422	1956 E SOUTHERN AVE	MESA	MARICOPA	AZ	85204-5265	(480) 366-7639
STORE	OPEN	1424	150 N AVONDALE BLVD	AVONDALE	MARICOPA	AZ	85323-6912	(623) 882-2122
STORE	OPEN	1425	7455 W PEORIA AVE	PEORIA	MARICOPA	AZ	85345-6035	(480) 383-7522
STORE	OPEN	1427	3547 E SOUTHERN AVE	MESA	MARICOPA	AZ	85204	(602) 337-6745
STORE	OPEN	1428	2840 W CACTUS RD	PHOENIX	MARICOPA	AZ	85029-3349	(602) 942-0376
STORE	OPEN	1432	5960 W BUCKEYE RD	PHOENIX	MARICOPA	AZ	85043	(480) 383-7523
STORE	OPEN	1435	3510 W HAPPY VALLEY RD	PHOENIX	MARICOPA	AZ	85310	(480) 606-5694
STORE	OPEN	1450	68 W RIVER RD	TUCSON	PIMA	AZ	85704-5106	(520) 293-3568
STORE	OPEN	1452	5151 E SPEEDWAY BLVD	TUCSON	PIMA	AZ	85712-4820	(520) 325-3047
STORE	OPEN	1453	1884 S CRAYCROFT RD	TUCSON	PIMA	AZ	85711-7206	(520) 747-3027
STORE	OPEN	1454	2802 N 1ST AVE	TUCSON	PIMA	AZ	85719-2907	(520) 623-1441
STORE	OPEN	1456	5565 W CORTARO FARMS RD	TUCSON	PIMA	AZ	85742-9665	(520) 744-0844
STORE	OPEN	1460	1250 S PANTANO RD	TUCSON	PIMA	AZ	85710-6705	(520) 886-6321
STORE	OPEN	1461	1401 S ALVERNON WAY	TUCSON	PIMA	AZ	85711-5603	(520) 514-0464
STORE	OPEN	1463	6520 S I-19 FRONTAGE RD	TUCSON	PIMA	AZ	85756-6507	(520) 573-1077
STORE	OPEN	1464	3200 N ORACLE RD	TUCSON	PIMA	AZ	85705-3820	(520) 293-1782
STORE	OPEN	1469	5050 W INA RD	MARANA	PIMA	AZ	85743	(520) 416-7000
STORE	OPEN	1470	1375 W AJO WAY	TUCSON	PIMA	AZ	85713-5786	(520) 741-1776
STORE	OPEN	1475	11045 N ORACLE RD	ORO VALLEY	PIMA	AZ	85737-5601	(520) 219-0350
STORE	OPEN	1476	8530 E BROADWAY BLVD	TUCSON	PIMA	AZ	85710-4012	(520) 298-9347
STORE	OPEN	1479	3636 N CRAYCROFT RD	TUCSON	PIMA	AZ	85718-7200	(520) 529-5643
STORE	OPEN	1482	3345 W VALENCIA RD	TUCSON	PIMA	AZ	85746-8074	(520) 883-4509
STORE	OPEN	1483	3390 W INA RD	TUCSON	PIMA	AZ	85741-2102	(520) 797-6963
STORE	OPEN	1487	10230 E GOLF LINKS RD	TUCSON	PIMA	AZ	85730-1512	(520) 886-2019
STORE	OPEN	1490	2345 E IRVINGTON RD	TUCSON	PIMA	AZ	85714-1888	(520) 294-3446
STORE	OPEN	1491	9400 W TANGERINE RD	MARANA	PIMA	AZ	85653	(520) 354-6156
STORE	OPEN	1492	1425 W GRANT RD	TUCSON	PIMA	AZ	85745-1405	(520) 624-4482
STORE	OPEN	1493	1925 N KOLB RD	TUCSON	PIMA	AZ	85715-4117	(520) 546-5135
STORE	OPEN	1496	6385 E GOLF LINKS RD	TUCSON	PIMA	AZ	85730-1010	(520) 790-0082
STORE	OPEN	601	9099 NATURAL BRIDGE RD	BEL RIDGE	ST. LOUIS GRP	MO	63121-3918	(314) 427-7827
STORE	OPEN	602	1640 S 5TH ST	ST CHARLES	ST CHARLES	MO	63303-4105	(636) 946-8141
STORE	OPEN	603	225 N KINGSHIGHWAY	ST CHARLES	ST CHARLES	MO	63301-1611	(636) 947-8389
STORE	OPEN	604	3847 MCCLAY RD	ST PETERS	ST CHARLES	MO	63376-7328	(636) 928-9884
STORE	OPEN	605	10845 LILAC AVE	BELLEFONTAINE	ST LOUIS	MO	63137-3511	(314) 867-2777
STORE	OPEN	606	3000 MID RIVERS MALL DR	ST PETERS	ST CHARLES	MO	63376-2164	(636) 397-2506
STORE	OPEN	607	8583 ST CHARLES ROCK RD	ST JOHN	ST LOUIS	MO	63114-4505	(314) 429-5338
STORE	OPEN	608	391 N MAIN ST	ST PETERS	ST CHARLES	MO	63376-3911	(636) 970-3029
STORE	OPEN	609	702 LEMAY FERRY RD	ST LOUIS	ST LOUIS	MO	63125-1426	(314) 631-8384
STORE	OPEN	610	2633 S BIG BEND BLVD	MAPLEWOOD	ST LOUIS	MO	63143-2103	(314) 647-7114
STORE	OPEN	611	850 MCNUIT ST	HERCULANEUM	JEFFERSON	MO	63048-1512	(636) 931-7569
STORE	OPEN	612	6805 N HANLEY RD	BERKELEY	ST LOUIS	MO	63134-1015	(314) 522-8082
STORE	OPEN	614	10793 PAGE AVE	ST LOUIS	ST LOUIS	MO	63132-1015	(314) 426-6193
STORE	OPEN	615	5909 HOWDERSHELL RD	HAZELWOOD	ST LOUIS	MO	63042-1204	(314) 731-5222
STORE	OPEN	618	1069 JEFFCO BLVD	ARNOLD	JEFFERSON	MO	63010-1428	(636) 296-1277
STORE	OPEN	619	4646 S ST PETERS PKWY	ST PETERS	ST CHARLES	MO	63304-5745	(636) 441-4099
STORE	OPEN	621	14800 MANCHESTER RD	BALLWIN	ST LOUIS	MO	63011-4616	(636) 391-5788
STORE	OPEN	622	11829 LACKLAND RD	MARYLAND HEIGHTS	ST LOUIS	MO	63146-4205	(314) 991-4408
STORE	OPEN	623	3889 MEXICO RD	ST CHARLES	ST CHARLES	MO	63303-3042	(636) 939-2665
STORE	OPEN	624	9101 GRAVOIS RD	ST LOUIS	ST LOUIS	MO	63123-4523	(314) 832-6000
STORE	OPEN	625	8815 PAGE AVE	OVERLAND	ST LOUIS	MO	63114-6105	(314) 429-3738
STORE	OPEN	626	9951 BIG BEND BLVD	OAKLAND	ST LOUIS GRP (B)	MO	63122-6503	(314) 965-6110
STORE	OPEN	627	150 HOWDERSHELL RD	FLORISSANT	ST LOUIS	MO	63031-6313	(314) 830-3531
STORE	OPEN	628	2791 DUNN RD	ST LOUIS	ST LOUIS	MO	63136-4628	(314) 355-5644
STORE	OPEN	629	4450 MERAMEC BOTTOM RD	ST LOUIS	ST LOUIS	MO	63129-2132	(314) 845-2598
STORE	OPEN	630	2621 WOODSON RD	OVERLAND	ST LOUIS	MO	63114-4815	(314) 426-1811
STORE	OPEN	632	4750 HWY K	O'FALLON	ST CHARLES	MO	63368-8614	(636) 300-0744
STORE	OPEN	633	3475 LEMAY FERRY RD	ST LOUIS	ST LOUIS	MO	63125-4423	(314) 416-9775
STORE	OPEN	634	15902 MANCHESTER RD	ELLISVILLE	ST LOUIS	MO	63011-2102	(636) 527-1819
STORE	OPEN	635	11150 ST CHARLES ROCK RD	ST ANN	ST LOUIS	MO	63074-1009	(314) 739-2200
STORE	OPEN	636	4101 GRAVOIS AVE	ST LOUIS DOWNTOWN	ST LOUIS CITY	MO	63116-3519	(314) 776-1806
STORE	OPEN	637	1615 S KINGSHIGHWAY BLVD	ST LOUIS DOWNTOWN	ST LOUIS CITY	MO	63110-2229	(314) 771-5038
STORE	OPEN	638	2851 GRAVOIS AVE	ST LOUIS DOWNTOWN	ST LOUIS CITY	MO	63118-1411	(314) 664-6657
STORE	OPEN	639	12110 LUSHER RD	ST LOUIS	ST LOUIS	MO	63138-1453	(314) 741-1150

STORE	OPEN	640	801 BELLEAU CREEK RD	O'FALLON	ST CHARLES	MO	63366-3149	(636) 978-7973
STORE	OPEN	641	604 BIG BEND RD	ST LOUIS	ST LOUIS	MO	63021-3482	(636) 230-6765
STORE	OPEN	642	1923 BOWLES AVE	FENTON	ST LOUIS	MO	63026-1928	(636) 349-1990
STORE	OPEN	643	8601 MEXICO RD	O'FALLON	ST CHARLES	MO	63366-7506	(636) 240-8341
STORE	OPEN	644	12200 DORSETT RD	MARYLAND HEIGHTS	ST LOUIS	MO	63043-2408	(314) 317-8925
STORE	OPEN	645	5905 S HWY 94	WELDON SPRING	ST CHARLES	MO	63304-5611	(636) 939-6688
STORE	OPEN	646	1617 GRAVOIS RD	HIGH RIDGE	JEFFERSON	MO	63049-2607	(636) 677-4797
STORE	OPEN	647	1530 S HANLEY RD	RICHMOND HEIGHTS	ST LOUIS	MO	63144-2903	(314) 647-2332
STORE	OPEN	648	3291 S KINGSHIGHWAY BLVD	ST LOUIS DOWNTOWN	ST LOUIS CITY	MO	63139-1202	(314) 351-4600
STORE	OPEN	649	6312 S LINDBERGH BLVD	GREEN PARK	ST LOUIS	MO	63123-7804	(314) 487-5800
STORE	OPEN	650	7400 N LINDBERGH BLVD	HAZELWOOD	ST LOUIS	MO	63042-2121	(314) 972-7291
STORE	OPEN	651	2030 UNION RD	ST LOUIS	ST LOUIS	MO	63125-3053	(314) 544-7906
STORE	OPEN	652	2600 S OLD HWY 141	FENTON	JEFFERSON	MO	63026-6051	(636) 305-1857
STORE	OPEN	654	1140 W PEARCE BLVD	WENTZVILLE	ST CHARLES	MO	63385-1051	(636) 332-5056
STORE	OPEN	655	290 E 4TH ST	EUREKA	ST LOUIS	MO	63025-1904	(636) 938-1443
STORE	OPEN	656	1907 HAWKINS RD	FENTON	ST LOUIS	MO	63026-2785	(636) 861-3967
STORE	OPEN	657	1150 FEISE RD	DARDENNE PRAIRIE	ST CHARLES	MO	63368-6700	(636) 240-0969
STORE	OPEN	658	2600 CHOUTEAU AVE	ST LOUIS DOWNTOWN	ST LOUIS CITY	MO	63103-3013	(314) 664-4274
STORE	OPEN	659	12700 ST CHARLES ROCK RD	BRIDGETON	ST LOUIS	MO	63044-2414	(314) 739-5137
STORE	OPEN	660	1500 ZUMBEHL RD	ST CHARLES	ST CHARLES	MO	63303-4703	(636) 255-0527
STORE	OPEN	661	3211 CLARK LN	COLUMBIA	BOONE	MO	65202-2415	(573) 886-0171
STORE	OPEN	662	955 BRYAN RD	O'FALLON	ST CHARLES	MO	63366-3843	(636) 240-7957
STORE	OPEN	663	55 WENTZVILLE PKWY	WENTZVILLE	ST CHARLES	MO	63385-3521	(636) 332-5920
STORE	OPEN	664	11444 ST CHARLES ROCK RD	BRIDGETON	ST LOUIS	MO	63044-2740	(314) 209-0314
STORE	OPEN	665	9404 PAGE AVE	OVERLAND	ST LOUIS	MO	63132-1522	(314) 423-1344
STORE	OPEN	668	6900 GRAVOIS AVE	ST LOUIS DOWNTOWN	ST LOUIS CITY	MO	63116-1014	(314) 353-8707
STORE	OPEN	669	8334 HWY N	LAKE ST LOUIS	ST CHARLES	MO	63367-4051	(636) 561-1014
STORE	OPEN	670	2105 N HWY 67	FLORISSANT	ST LOUIS	MO	63033-2029	(314) 972-7544
STORE	OPEN	671	904 S VANDEVENTER AVE	ST LOUIS DOWNTOWN	ST LOUIS CITY	MO	63110-1246	(314) 533-4333
STORE	OPEN	672	100 BOURBEUSE RIVER ACCESS	UNION	FRANKLIN	MO	63084-2270	(636) 744-0007
STORE	OPEN	673	2260 FIRST CAPITOL DR	ST CHARLES	ST CHARLES	MO	63301-5806	(636) 947-4244
STORE	OPEN	674	4435 TELEGRAPH RD	ST LOUIS	ST LOUIS	MO	63129-3315	(314) 487-1240
STORE	OPEN	675	140 FALLON LOOP RD	O'FALLON	ST CHARLES	MO	63368-7598	(636) 272-4727
STORE	OPEN	676	10768 W FLORISSANT AVE	FERGUSON	ST LOUIS	MO	63136-2410	(314) 522-2320
STORE	OPEN	678	13099 TESSON FERRY RD	ST LOUIS	ST LOUIS COUNTY	MO	63128-3407	(314) 842-0704
STORE	OPEN	679	8000 WATSON RD	MARLBOROUGH	ST LOUIS	MO	63119-5305	(314) 849-5622
STORE	OPEN	687	2166 HAMPTON AVE	ST LOUIS DOWNTOWN	ST LOUIS CITY	MO	63139-2933	(314) 645-7184
STORE	OPEN	688	3120 NAMEOKI RD	GRANITE CITY	MADISON	IL	62040-5013	(618) 877-1707
STORE	OPEN	694	2490 TROY RD	EDWARDSVILLE	MADISON	IL	62025-2858	(618) 656-0017
STORE	OPEN	695	605 W BETHALTO DR	BETHALTO	MADISON	IL	62010-1795	(618) 258-7278
STORE	OPEN	697	2159 MADISON AVE	GRANITE CITY	MADISON	IL	62040-4704	(618) 451-7014
STORE	OPEN	698	2809 GODFREY RD	GODFREY TOWNSHIP	MADISON	IL	62035-1812	(618) 466-8486
STORE	OPEN	700	741 W PIKE ST	LAWRENCEVILLE	WINNETT	GA	30046-4305	(770) 995-1180
STORE	OPEN	701	4113 COVINGTON HWY	DECATUR	DEKALB	GA	30032-2641	(404) 284-6286
STORE	OPEN	703	2040 BEAVER RUIN RD	NORCROSS	WINNETT	GA	30071-3339	(770) 242-5747
STORE	OPEN	704	1999 MOUNTAIN INDUSTRIAL BLVD	TUCKER	DEKALB	GA	30084-6629	(770) 270-0274
STORE	OPEN	705	5795 JIMMY CARTER BLVD	NORCROSS	WINNETT	GA	30071-2930	(770) 242-8945
STORE	OPEN	706	2571 SATELLITE BLVD	DULUTH	WINNETT	GA	30096-5809	(770) 232-0272
STORE	OPEN	707	4086 PLEASANTDALE RD	DORAVILLE	DEKALB	GA	30340-3544	(770) 447-6454
STORE	OPEN	708	897 W RIDGE RD	GAINESVILLE	HALL	GA	30501-6965	(770) 531-9180
STORE	OPEN	709	2805 CHAMBLEE-TUCKER RD	ATLANTA	DEKALB	GA	30341-3924	(770) 455-1868
STORE	OPEN	710	3844 SATELLITE BLVD	DULUTH	WINNETT	GA	30096-5009	(770) 476-7989
STORE	OPEN	711	7884 ROSWELL	SANDY SPRINGS	FULTON	GA	30350-4858	(770) 390-9683
STORE	OPEN	712	3830 N DECATUR RD	DECATUR	DEKALB	GA	30032-1448	(404) 292-4098
STORE	OPEN	713	1350 S COBB DR SE	MARIETTA	COBB	GA	30060-3802	(678) 290-1602
STORE	OPEN	714	1515 BEAVER RUIN RD	NORCROSS	WINNETT	GA	30093-2802	(770) 381-5513
STORE	OPEN	716	10920 STATE BRIDGE RD	ALPHARETTA	FULTON	GA	30022-8175	(770) 664-7923
STORE	OPEN	717	6182 S NORCROSS TUCKER RD	TUCKER	WINNETT	GA	30084-1258	(770) 621-0386
STORE	OPEN	718	6065 SINGLETON RD	NORCROSS	WINNETT	GA	30093-1914	(770) 242-9083
STORE	OPEN	719	640 FRANKLIN ROAD	MARIETTA	COBB	GA	30067-7802	(770) 425-7518
STORE	OPEN	720	611 THORNTON RD	LITHIA SPRINGS	DOUGLAS	GA	30122-1519	(678) 945-0186
STORE	OPEN	721	3249 BUFORD HWY NE	BROOKHAVEN	DEKALB	GA	30329-1725	(404) 633-6193
STORE	OPEN	722	7225 ROCKBRIDGE RD	LITHONIA	DEKALB	GA	30058-5918	(770) 413-7177
STORE	OPEN	723	2375 N DRUID HILL RD NE	BROOKHAVEN	DEKALB	GA	30329-3126	(404) 315-6700
STORE	OPEN	724	5390 RIVERDALE RD	COLLEGE PARK	CLAYTON	GA	30349-5710	(770) 994-0186
STORE	OPEN	725	200 S CLAYTON ST	LAWRENCEVILLE	WINNETT	GA	30046-5741	(678) 407-1026
STORE	OPEN	726	93 UPPER RIVERDALE RD	RIVERDALE	CLAYTON	GA	30274-2624	(770) 996-5825
STORE	OPEN	727	692 POWDER SPRINGS ST	MARIETTA	COBB	GA	30064-3643	(770) 427-1147
STORE	OPEN	728	3317 LAWRENCEVILLE HWY	TUCKER	DEKALB	GA	30084-7132	(770) 939-2918
STORE	OPEN	729	2804 PACES FERRY RD SE	ATLANTA	COBB	GA	30339-3717	(770) 432-9908
STORE	OPEN	730	8200 DUNWOODY PL	SANDY SPRINGS	FULTON	GA	30350-3301	(770) 640-8157
STORE	OPEN	731	1565 PLEASANT HILL RD	DULUTH	WINNETT	GA	30096-4617	(770) 931-5103
STORE	OPEN	732	2671 SPRING RD	SMYRNA	COBB	GA	30080-3042	(770) 434-4726
STORE	OPEN	733	3964 FLOYD RD	AUSTELL	COBB	GA	30106-1510	(770) 805-6312
STORE	OPEN	734	6901 PEACHTREE INDUSTRIAL BLVD	DORAVILLE	DEKALB	GA	30340-2302	(770) 368-8889
STORE	OPEN	735	3229 PEACHTREE CORNERS CIR	PEACHTREE CORNERS	WINNETT	GA	30092-3609	(770) 662-0537
STORE	OPEN	736	3975 FLAT SHOALS PKWY	DECATUR	DEKALB	GA	30034-4153	(404) 241-1969
STORE	OPEN	737	5240 US HWY 129 N	JEFFERSON	JACKSON	GA	30549-1664	(706) 693-4381
STORE	OPEN	738	7130 MABLETON PKWY	MABLETON	COBB	GA	30126-4665	(770) 941-3206
STORE	OPEN	739	4330 CHAMBLEE TUCKER RD	TUCKER	DEKALB	GA	30084-2105	(770) 908-1696
STORE	OPEN	740	5050 SUGARLOAF PKWY	LAWRENCEVILLE	WINNETT	GA	30044-2869	(770) 513-1505
STORE	OPEN	741	1910 LAWRENCEVILLE HWY	DECATUR	DEKALB	GA	30033-5707	(404) 633-2849

STORE	OPEN	742	291 RIVERSIDE PKWY	AUSTELL	COBB	GA	30168-7326	(770) 944-0781
STORE	OPEN	743	825 SANDY PLAINS RD	MARIETTA	COBB	GA	30066-6340	(770) 579-9900
STORE	OPEN	744	761 SIDNEY MARCUS BLVD	ATLANTA	FULTON	GA	30324-3120	(404) 240-0089
STORE	OPEN	745	1836 BRIARCLIFF RD	ATLANTA	DEKALB	GA	30329-4008	(404) 325-1931
STORE	OPEN	746	3495 SATELLITE BLVD	DULUTH	WINNETT	GA	30096-4644	(770) 497-8933
STORE	OPEN	747	2776 PANOLA RD	LITHONIA	DEKALB	GA	30058-4836	(770) 808-0079
STORE	OPEN	748	5095 OAKBROOK PKWY	NORCROSS	WINNETT	GA	30093-2537	(770) 931-1119
STORE	OPEN	749	3110 ROSWELL RD	MARIETTA	COBB	GA	30062-5557	(770) 579-9277
STORE	OPEN	750	6140 JIMMY CARTER BLVD	NORCROSS	WINNETT	GA	30071-2944	(770) 840-7505
STORE	OPEN	751	2949 FIVE FORKS TRICKUM RD	LAWRENCEVILLE	WINNETT	GA	30044-5873	(770) 736-0323
STORE	OPEN	752	4340 BELLS FERRY RD	KENNESAW	COBB	GA	30144-1304	(770) 591-0679
STORE	OPEN	753	2761 COBB PKWY	KENNESAW	COBB	GA	30152-3473	(678) 581-0874
STORE	OPEN	754	4635 WOODSTOCK RD	ROSWELL	COBB	GA	30075-1640	(770) 594-1025
STORE	OPEN	755	1055 OLD PEACHTREE RD	LAWRENCEVILLE	WINNETT	GA	30043-3309	(770) 277-1373
STORE	OPEN	756	8805 TARA BLVD	JONESBORO	CLAYTON	GA	30236-4970	(770) 477-4620
STORE	OPEN	757	961 HWY 140 NW	ADAIRSVILLE	BARTOW	GA	30103-2202	(770) 877-5678
STORE	OPEN	758	2786 CHAPEL HILL RD	DOUGLASVILLE	DOUGLAS	GA	30135-1704	(770) 947-0505
STORE	OPEN	759	1094 DULUTH HWY	LAWRENCEVILLE	WINNETT	GA	30043-5215	(770) 237-0666
STORE	OPEN	760	7350 GEORGIA HWY 85	RIVERDALE	CLAYTON	GA	30274-3453	(770) 909-7324
STORE	OPEN	761	1340 KLONDIKE RD	CONYERS	ROCKDALE	GA	30094-5102	(770) 602-4596
STORE	OPEN	763	4745 JONESBORO RD	UNION CITY	FULTON	GA	30291-1915	(770) 306-9100
STORE	OPEN	764	765 BUFORD DR	LAWRENCEVILLE	WINNETT	GA	30043-4518	(770) 237-3922
STORE	OPEN	765	11700 HAYNES BRIDGE RD	ALPHARETTA	FULTON	GA	30009-1927	(770) 752-9890
STORE	OPEN	766	1750 WINDER HWY	DACULA	WINNETT	GA	30019-2218	(678) 377-7808
STORE	OPEN	768	2180 WINDY HILL RD	SMYRNA	COBB	GA	30080-2263	(770) 434-5502
STORE	OPEN	769	1075 PEACHTREE IND BLVD	SUWANEE	WINNETT	GA	30024-1919	(678) 546-3732
STORE	OPEN	770	1395 GEORGIA HWY 138	CONYERS	ROCKDALE	GA	30013-5001	(770) 860-9692
STORE	OPEN	771	3446 MUNDY MILL RD	GAINESVILLE	HALL	GA	30507-8215	(770) 297-0800
STORE	OPEN	772	5260 N HENRY BLVD	STOCKBRIDGE	HENRY	GA	30281-3230	(770) 389-0238
STORE	OPEN	773	5347 PEACHTREE INDUSTRIAL BLVD	CHAMBLEE	DEKALB	GA	30341-2143	(770) 452-7158
STORE	OPEN	774	3195 PEACHTREE INDUSTRIAL BLVD	DULUTH	WINNETT	GA	30097-7919	(770) 495-0370
STORE	OPEN	775	105 EARNEST BARRETT PKWY NW	MARIETTA	COBB	GA	30066-3331	(770) 919-1320
STORE	OPEN	776	5255 PEACHTREE PKWY	NORCROSS	WINNETT	GA	30092-2552	(770) 729-9668
STORE	OPEN	777	5705 FULTON INDUSTRIAL BLVD	ATLANTA	FULTON	GA	30336-2718	(404) 344-3440
STORE	OPEN	778	3611 PEACHTREE PKWY	SUWANEE	FORSYTH	GA	30024-1028	(770) 622-8388
STORE	OPEN	779	1470 TOWNE LAKE PKWY	WOODSTOCK	CHEROKEE	GA	30189-7070	(770) 516-5797
STORE	OPEN	780	2753 WESLEY CHAPEL RD	DECATUR	DEKALB	GA	30034-2312	(404) 534-6538
STORE	OPEN	781	4865 OLD HWY 5	WOODSTOCK	CHEROKEE	GA	30188	(678) 445-2753
STORE	OPEN	782	3190 OLD MILTON PKWY	ALPHARETTA	FULTON	GA	30009-3401	(770) 753-2671
STORE	OPEN	783	50 WILLOW LANE	MCDONOUGH	HENRY	GA	30253-6569	(770) 898-0388
STORE	OPEN	784	2460 HAMILTON MILL RD	DACULA	WINNETT	GA	30019-4632	(770) 932-1914
STORE	OPEN	785	2900 BUFORD DR	BUFORD	WINNETT	GA	30519	(770) 831-1450
STORE	OPEN	786	4080 BUFORD DR	BUFORD	WINNETT	GA	30518-3438	(678) 714-8999
STORE	OPEN	787	2881 FOREST PKWY	ELLENWOOD	CLAYTON	GA	30294-3518	(404) 363-6012
STORE	OPEN	788	491 NATHAN DEAN BLVD	DALLAS	PAULDING	GA	30132-4921	(770) 445-0294
STORE	OPEN	789	1614 HUDSON BRIDGE RD	STOCKBRIDGE	HENRY	GA	30281-5022	(770) 506-4014
STORE	OPEN	790	3747 US HWY 29	LAWRENCEVILLE	WINNETT	GA	30044-4109	(770) 921-0823
STORE	OPEN	791	6801 MT ZION BLVD	MORROW	CLAYTON	GA	30260-3103	(678) 422-9660
STORE	OPEN	792	1364 JOE FRANK HARRIS PKWY	CARTERSVILLE	BARTOW	GA	30120-4221	(770) 383-8950
STORE	OPEN	793	6090 HWY 92	ACWORTH	CHEROKEE	GA	30102-2312	(678) 445-8111
STORE	OPEN	794	2008 SCENIC HWY	SNELLVILLE	WINNETT	GA	30078-2151	(678) 344-9236
STORE	OPEN	795	5065 STONE MOUNTAIN HWY	STONE MOUNTAIN	WINNETT	GA	30087-3410	(770) 982-9696
STORE	OPEN	796	4675 ATLANTA HWY	LOGANVILLE	WALTON	GA	30052-2639	(770) 554-0298
STORE	OPEN	797	4050 BUFORD HWY NE	ATLANTA	DEKALB	GA	30345-1649	(404) 325-3325
STORE	OPEN	798	3214 HWY 278 NW	COVINGTON	NEWTON	GA	30014-2200	(678) 625-1746
STORE	OPEN	799	8140 TARA BLVD	JONESBORO	CLAYTON	GA	30236-3175	(770) 473-7242
STORE	OPEN	800	4975 WINDWARD PKWY	ALPHARETTA	FULTON	GA	30004-8558	(678) 387-4333
STORE	OPEN	801	9765 HWY 92	WOODSTOCK	CHEROKEE	GA	30188-3842	(770) 591-4274
STORE	OPEN	802	2400 SALEM RD SE	CONYERS	ROCKDALE	GA	30013-6313	(770) 761-4384
STORE	OPEN	803	20 E CROSSVILLE RD	ROSWELL	FULTON	GA	30075-5844	(770) 552-5515
STORE	OPEN	804	1912 MAIN ST	SNELLVILLE	WINNETT	GA	30078-3456	(770) 978-4338
STORE	OPEN	805	630 10TH ST NW	ATLANTA	FULTON	GA	30318-5518	(470) 454-9199
STORE	OPEN	806	1900 LOWER ROSWELL RD	MARIETTA	COBB	GA	30068-3347	(678) 560-7240
STORE	OPEN	807	1846 HWY 85 N	FAYETTEVILLE	FAYETTE	GA	30214-4061	(678) 817-1352
STORE	OPEN	808	2042 FAIRBURN RD	DOUGLASVILLE	DOUGLAS	GA	30135-1036	(678) 715-3364
STORE	OPEN	810	650 HWY 61	VILLA RICA	CARROLL	GA	30180-4969	(770) 459-0226
STORE	OPEN	811	3888 COBB PKWY	ACWORTH	COBB	GA	30101-4022	(770) 529-9434
STORE	OPEN	812	2830 KEITH BRIDGE RD	CUMMING	FORSYTH	GA	30041-3935	(678) 947-3808
STORE	OPEN	813	1670 HWY 34 E	NEWNAN	COWETA	GA	30265-1324	(678) 423-1300
STORE	OPEN	814	7390 JONESBORO RD	MORROW	CLAYTON	GA	30260-2949	(770) 968-1843
STORE	OPEN	815	671 N COBB PKWY	MARIETTA	COBB	GA	30062-2405	(770) 424-9202
STORE	OPEN	816	3490 CENTERVILLE HWY	SNELLVILLE	WINNETT	GA	30039-6118	(678) 344-2654
STORE	OPEN	819	1240 OCONEE CONNECTOR	ATHENS	OCONEE	GA	30606-6190	(706) 546-5733
STORE	OPEN	820	1494 JONESBORO RD	MCDONOUGH	HENRY	GA	30253-6098	(770) 898-9020
STORE	OPEN	821	11124 HWY 142	COVINGTON	NEWTON	GA	30014-2547	(770) 787-4910
STORE	OPEN	823	2841 TURNER HILL RD	LITHONIA	DEKALB	GA	30038-4256	(770) 484-8363
STORE	OPEN	824	927 GAINESVILLE HWY	BUFORD	HALL	GA	30518-1613	(678) 889-4902
STORE	OPEN	825	7975 SENOIA RD	FAIRBURN	FULTON	GA	30213-2863	(770) 892-2827
STORE	OPEN	828	30839 HWY 441	COMMERCE	BANKS	GA	30529-6654	(706) 335-5316
STORE	OPEN	829	3353 CAMP RD	JASPER	PICKENS	GA	30143-4009	(706) 301-9011
STORE	OPEN	830	2495 GRAVEL SPRINGS RD	BUFORD	WINNETT	GA	30519-5230	(678) 288-1842
STORE	OPEN	831	4006 BUFORD HWY NW	DULUTH	WINNETT	GA	30096-4138	(678) 417-7505

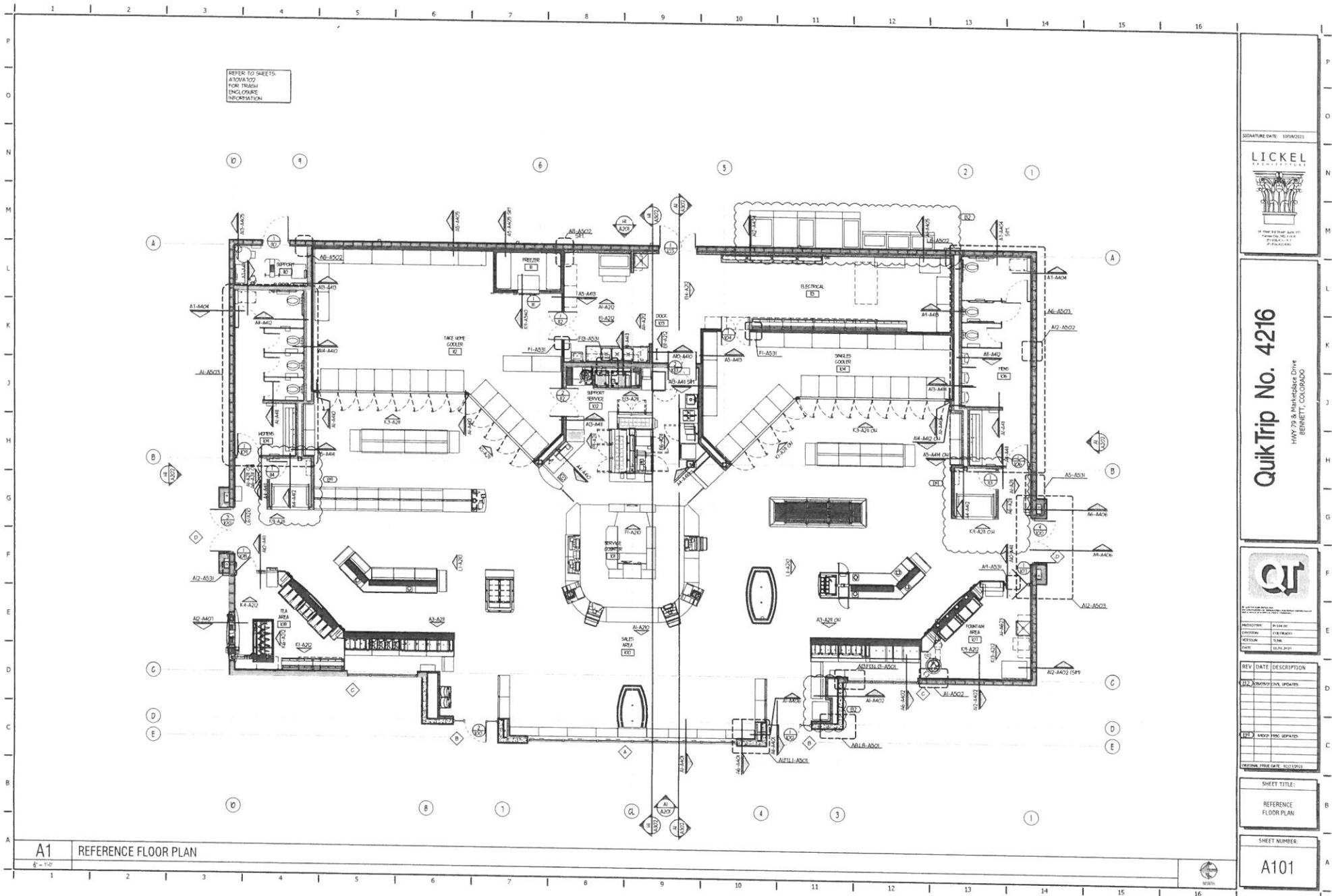
STORE	OPEN	832	1678 HOWELL MILL RD NW	ATLANTA	FULTON	GA	30318-3116	(404) 605-0247
STORE	OPEN	834	1676 BANKHEAD HWY	CARROLLTON	CARROLL	GA	30116-7420	(770) 838-4957
STORE	OPEN	835	4433 WADE GREEN RD	KENNESAW	COBB	GA	30144-1248	(770) 420-3358
STORE	OPEN	837	4829 BILL GARDNER PKWY	LOCUST GROVE	HENRY	GA	30248-2921	(770) 957-4136
STORE	OPEN	838	2746 CLAIRMONT RD NE	ATLANTA	DEKALB	GA	30329-2713	(404) 636-7996
STORE	OPEN	839	695 VETERAN MEMORIAL HWY SW	MABLETON	COBB	GA	30126-3340	(770) 745-2137
STORE	OPEN	841	1655 BUFORD HWY	CUMMING	FORSYTH	GA	30041-6586	(678) 455-6198
STORE	OPEN	842	955 HWY 155	MCDONOUGH	HENRY	GA	30253-7521	(770) 914-6176
STORE	OPEN	843	1590 MANSELL RD	ALPHARETTA	FULTON	GA	30009-4709	(770) 640-6263
STORE	OPEN	844	3359 HWY 317	SUWANEE	GWINNETT	GA	30024-2404	(770) 831-8473
STORE	OPEN	845	600 S MARIETTA PKWY	MARIETTA	COBB	GA	30060-2720	(770) 919-2096
STORE	OPEN	847	1910 JESSE JEWELL PKWY NE	GAINESVILLE	HALL	GA	30501-2500	(770) 287-1607
STORE	OPEN	848	5500 BUFORD HWY NE	DORAVILLE	DEKALB	GA	30340-1126	(770) 452-5470
STORE	OPEN	849	4571 OLD DIXIE RD	FOREST PARK	CLAYTON	GA	30297-1705	(404) 968-0852
STORE	OPEN	1700	855 PEACHTREE ST	ATLANTA	FULTON	GA	30308-7400	(404) 748-4554
STORE	OPEN	1702	4495 S COBB DR SE	SMYRNA	COBB	GA	30080-6957	(678) 556-0646
STORE	OPEN	1710	3522 WHITE SULPHUR RD	GAINESVILLE	HALL	GA	30501	(678) 971-6081
STORE	OPEN	1713	7170 COVINGTON HWY	STONECREST	DEKALB	GA	30058	(770) 810-6596
STORE	OPEN	1714	1490 RIVERSTONE PKWY	CANTON	CHEROKEE	GA	30114-5605	(770) 704-4585
STORE	OPEN	1715	1400 EARNEST BARRETT PKWY	KENNESAW	COBB	GA	30152-4484	(470) 336-4990
STORE	OPEN	1720	551 JESSE JEWELL PKWY SW	GAINESVILLE	HALL	GA	30501-4205	(470) 768-6339
STORE	OPEN	1721	1080 MCFARLAND PKWY	ALPHARETTA	FORSYTH	GA	30004-5891	(770) 663-0291
STORE	OPEN	1722	4934 SARDIS CHURCH RD	MACON	BIBB	GA	31216-7235	(478) 583-6540
STORE	OPEN	1727	105 OLD ALLATOONA RD	EMERSON	BARTOW	GA	30121-7022	(678) 535-5423
STORE	OPEN	1731	12000 WATSON BLVD	BYRON	PEACH	GA	31008	(478) 654-4015
STORE	OPEN	850	4200 S BOWEN RD	DALWORTHINGTON GARDENS	TARRANT	TX	76016-4906	(817) 375-0742
STORE	OPEN	851	7541 BLVD 26	NORTH RICHLAND HILLS	TARRANT	TX	76180-8319	(817) 581-9613
STORE	OPEN	852	2805 NE GREEN OAKS BLVD	GRAND PRAIRIE	TARRANT	TX	75050-7819	(817) 640-5019
STORE	OPEN	853	1005 W PIONEER PKWY	GRAND PRAIRIE	DALLAS	TX	75051-4706	(972) 606-8890
STORE	OPEN	854	3532 MATLOCK RD	ARLINGTON	TARRANT	TX	76015-3603	(817) 557-2045
STORE	OPEN	855	6345 DAVIS BLVD	NORTH RICHLAND HILLS	TARRANT	TX	76180-4715	(817) 788-9081
STORE	OPEN	856	4930 LITTLE RD	ARLINGTON	TARRANT	TX	76017-1908	(817) 483-5338
STORE	OPEN	857	2425 W DIVISION ST	ARLINGTON	TARRANT	TX	76012-3611	(817) 460-7837
STORE	OPEN	858	2905 E SOUTHLAKE BLVD	SOUTHLAKE	TARRANT	TX	76092-6617	(817) 481-3995
STORE	OPEN	859	901 E DIVISION ST	ARLINGTON	TARRANT	TX	76011-7333	(817) 275-3245
STORE	OPEN	860	1500 PRECINCT LINE RD	HURST	TARRANT	TX	76054-3303	(817) 282-4627
STORE	OPEN	861	6601 BRENTWOOD STAIR RD	FORT WORTH	TARRANT	TX	76112-3302	(817) 457-6789
STORE	OPEN	862	700 S MAIN ST (HWY 377)	KELLER	TARRANT	TX	76248-4936	(817) 745-8747
STORE	OPEN	863	2201 CENTRAL DR	BEDFORD	TARRANT	TX	76021-5834	(817) 358-8882
STORE	OPEN	864	7500 DENTON HWY	WATAUGA	TARRANT	TX	76148-2465	(817) 498-6204
STORE	OPEN	865	1400 W HURST BLVD	HURST	TARRANT	TX	76053-7410	(817) 284-6446
STORE	OPEN	866	6301 WESTWORTH BLVD	WESTWORTH VILLAGE	TARRANT	TX	76114-4210	(817) 731-6048
STORE	OPEN	867	1100 N INDUSTRIAL BLVD	EULESS	TARRANT	TX	76039-7700	(817) 571-7569
STORE	OPEN	868	5400 N BEACH ST	HALTOM CITY	TARRANT	TX	76137-2732	(817) 849-1126
STORE	OPEN	869	700 S INDUSTRIAL BLVD	EULESS	TARRANT	TX	76040-5012	(817) 283-2730
STORE	OPEN	870	4201 S COLLINS ST	ARLINGTON	TARRANT	TX	76018-1146	(817) 419-7476
STORE	OPEN	871	1900 ALTA MESA BLVD	FORT WORTH	TARRANT	TX	76134-3349	(817) 615-8609
STORE	OPEN	873	101 W EVERMAN PKWY	FORT WORTH	TARRANT	TX	76134-5330	(817) 293-1093
STORE	OPEN	874	1225 W KENNEDALE PKWY	FORT WORTH	TARRANT	TX	76140-1613	(817) 563-4858
STORE	OPEN	875	121 W BONDS RANCH RD	FORT WORTH	TARRANT	TX	76131-3907	(817) 232-8155
STORE	OPEN	876	1425 N COOPER ST	ARLINGTON	TARRANT	TX	76011-5526	(817) 795-1661
STORE	OPEN	877	324 CLIFFORD CENTER DR	FORT WORTH	TARRANT	TX	76108-4440	(817) 367-2578
STORE	OPEN	878	6640 NE LOOP 820	NORTH RICHLAND HILLS	TARRANT	TX	76180-7844	(817) 485-3900
STORE	OPEN	879	6249 LAKE WORTH BLVD	LAKE WORTH	TARRANT	TX	76135-3704	(817) 237-5901
STORE	OPEN	880	5601 S COOPER ST	ARLINGTON	TARRANT	TX	76017-4405	(817) 468-5454
STORE	OPEN	881	2800 ALTA MERE DR	FORT WORTH	TARRANT	TX	76116-4113	(817) 732-4646
STORE	OPEN	882	2501 NE 28TH ST	FORT WORTH	TARRANT	TX	76106-7508	(817) 378-8410
STORE	OPEN	883	2949 BASSWOOD BLVD	FORT WORTH	TARRANT	TX	76131-4936	(817) 306-6254
STORE	OPEN	884	109 E NORTHSIDE DR	FORT WORTH	TARRANT	TX	76164-9257	(817) 625-4994
STORE	OPEN	885	1101 HEMPHILL ST	FORT WORTH	TARRANT	TX	76104-4602	(817) 334-7901
STORE	OPEN	886	161 INDUSTRIAL AVE	AZLE	TARRANT	TX	76020-3134	(817) 752-6012
STORE	OPEN	887	105 WESTPARK WAY	EULESS	TARRANT	TX	76040-3945	(817) 358-6921
STORE	OPEN	888	4601 DENTON HWY	HALTOM CITY	TARRANT	TX	76117-1406	(817) 503-7847
STORE	OPEN	889	2321 N BEACH ST	HALTOM CITY	TARRANT	TX	76111-6817	(817) 759-0289
STORE	OPEN	891	19020 PRESTON RD	DALLAS	COLLIN	TX	75252-2445	(972) 867-0572
STORE	OPEN	892	1100 E SPRING CREEK PKWY	PLANO	COLLIN	TX	75074-3021	(972) 424-4967
STORE	OPEN	893	4608 W PLANO PKWY	PLANO	COLLIN	TX	75093-5305	(972) 312-0410
STORE	OPEN	894	3459 FM 544	WYLIE	COLLIN	TX	75098-9401	(972) 442-9587
STORE	OPEN	896	900 JUPITER RD	PLANO	COLLIN	TX	75074-7409	(972) 509-9592
STORE	OPEN	897	6425 W PARK BLVD	PLANO	COLLIN	TX	75093-6217	(972) 378-3882
STORE	OPEN	898	650 K AVE	PLANO	COLLIN	TX	75074-8517	(972) 423-5071
STORE	OPEN	899	3300 E UNIVERSITY DR	DENTON	DENTON	TX	76208-1028	(940) 382-1478
STORE	OPEN	900	9500 FOREST LN	DALLAS	DALLAS	TX	75243-5935	(214) 341-1163
STORE	OPEN	901	220 W CENTERVILLE RD	GARLAND	DALLAS	TX	75041-5161	(972) 840-3100
STORE	OPEN	902	12100 E NORTHWEST HWY	DALLAS	DALLAS	TX	75218-1414	(214) 321-8550
STORE	OPEN	903	2968 FOREST LN	DALLAS	DALLAS	TX	75234-7504	(972) 484-3881
STORE	OPEN	904	6060 SKILLMAN RD	DALLAS	DALLAS	TX	75231-7721	(214) 373-1800
STORE	OPEN	905	321 W EAGLE DR	DENTON	DENTON	TX	76201-6833	(940) 381-4916
STORE	OPEN	906	4906 N JUPITER RD	GARLAND	DALLAS	TX	75044-5464	(972) 496-2739
STORE	OPEN	907	3011 N SHILOH RD	GARLAND	DALLAS	TX	75044-8011	(972) 530-9051
STORE	OPEN	908	2010 S SHILOH RD	GARLAND	DALLAS	TX	75042-1336	(972) 278-1236
STORE	OPEN	909	5825 BROADWAY BLVD	GARLAND	DALLAS	TX	75043-5821	(972) 240-5847

STORE	OPEN	910	9635 COIT RD	PLANO	COLLIN	TX	75024-7203	(214) 872-2322
STORE	OPEN	911	3701 IH 35 S	DENTON	DENTON	TX	76210-6852	(940) 380-8738
STORE	OPEN	912	3113 W UNIVERSITY DR	DENTON	DENTON	TX	76207-3402	(940) 891-0107
STORE	OPEN	913	4151 STACY RD	MCKINNEY	COLLIN	TX	75070-2154	(214) 383-5161
STORE	OPEN	914	7349 S CUSTER RD	MCKINNEY	COLLIN	TX	75070-3148	(214) 383-2984
STORE	OPEN	915	5530 EL DORADO PKWY	FRISCO	COLLIN	TX	75034-3206	(214) 494-4306
STORE	OPEN	916	1700 S MCDONALD ST	MCKINNEY	COLLIN	TX	75069-7228	(214) 585-4844
STORE	OPEN	917	4850 MAIN ST	THE COLONY	DENTON	TX	75056-2419	(972) 624-1031
STORE	OPEN	918	5700 BRYANT IRVIN RD	FORT WORTH	TARRANT	TX	76132-4025	(817) 292-4853
STORE	OPEN	919	2285 W UNIVERSITY DR	MCKINNEY	COLLIN	TX	75071-2901	(972) 548-9775
STORE	OPEN	920	2181 FM 423	LITTLE ELM	DENTON	TX	75068-6618	(214) 872-3755
STORE	OPEN	921	3768 S CARRIER PKWY	GRAND PRAIRIE	DALLAS	TX	75052-6670	(972) 264-9988
STORE	OPEN	922	3900 N HOUSTON SCHOOL RD	LANCASTER	DALLAS	TX	75134-1322	(972) 228-5923
STORE	OPEN	923	8414 S HAMPTON RD	DALLAS	DALLAS	TX	75232-5124	(972) 228-4830
STORE	OPEN	924	102 E CAMP WISDOM RD	DUNCANVILLE	DALLAS	TX	75116-2702	(972) 283-1549
STORE	OPEN	925	925 S COCKRELL HILL RD	DUNCANVILLE	DALLAS	TX	75137-2623	(972) 708-9909
STORE	OPEN	926	450 E BETHANY DR	ALLEN	COLLIN	TX	75002	(469) 342-6859
STORE	OPEN	927	1701 S STATE HWY 121 BUS	LEWISVILLE	DENTON	TX	75067-8945	(972) 221-0410
STORE	OPEN	928	801 E SH121 BUS	LEWISVILLE	DENTON	TX	75057-4114	(972) 436-7109
STORE	OPEN	929	1220 W MOCKINGBIRD LN	DALLAS	DALLAS	TX	75247-4902	(214) 631-2400
STORE	OPEN	930	1528 W HEBRON PKWY W	CARROLLTON	DENTON	TX	75010-6335	(972) 492-7139
STORE	OPEN	931	1900 LAKEVIEW PKWY	ROWLETT	DALLAS	TX	75088-3838	(972) 475-9363
STORE	OPEN	932	2929 FRANKFORD RD	DALLAS	DENTON	TX	75287-5606	(972) 306-9738
STORE	OPEN	933	7104 GREENVILLE AVE	DALLAS	DALLAS	TX	75231-5127	(214) 750-6249
STORE	OPEN	934	6400 PRESTON RD	PLANO	COLLIN	TX	75024-2607	(972) 618-8752
STORE	OPEN	935	2012 S GOLIAD ST	ROCKWALL	ROCKWALL	TX	75087-4802	(972) 722-2885
STORE	OPEN	936	3230 W MOCKINGBIRD LANE	DALLAS	DALLAS	TX	75235-5904	(214) 352-3847
STORE	OPEN	937	4645 MAIN ST	FRISCO	DENTON	TX	75034-4400	(214) 872-1656
STORE	OPEN	938	131 LAVON DR	GARLAND	DALLAS	TX	75040-6519	(972) 205-0410
STORE	OPEN	939	9201 BENBROOK BLVD	BENBROOK	TARRANT	TX	76126-3239	(817) 249-2983
STORE	OPEN	940	302 SWISHER RD	LAKE DALLAS	DENTON	TX	75065-2326	(940) 497-4175
STORE	OPEN	941	1035 W ROUND GROVE RD	LEWISVILLE	DENTON	TX	75067-7904	(972) 315-5107
STORE	OPEN	942	1231 JUSTIN RD	LEWISVILLE	DENTON	TX	75077-2232	(972) 317-8717
STORE	OPEN	943	5400 N I-35E	WAXAHACHIE	ELLIS	TX	75165-5713	(972) 937-2233
STORE	OPEN	944	5301 LONG PRAIRIE RD	FLOWER MOUND	DENTON	TX	75028-2210	(469) 293-0023
STORE	OPEN	946	4005 LAKE RIDGE PKWY	GRAND PRAIRIE	DALLAS	TX	75052-1102	(972) 522-7668
STORE	OPEN	947	2023 E LAMAR BLVD	ARLINGTON	TARRANT	TX	76006-7309	(817) 795-1659
STORE	OPEN	949	2001 S BOWIE DR	WEATHERFORD	PARKER	TX	76086-6127	(817) 594-7570
STORE	OPEN	950	701 W HARRIS RD	ARLINGTON	TARRANT	TX	76001-6811	(817) 557-8900
STORE	OPEN	951	1601 FM 157	MANSFIELD	TARRANT	TX	76063-8976	(817) 539-0952
STORE	OPEN	952	1590 E BROAD ST	MANSFIELD	TARRANT	TX	76063-6800	(682) 518-1859
STORE	OPEN	953	1110 N BELTLINE RD	GRAND PRAIRIE	DALLAS	TX	75050-5803	(972) 262-1171
STORE	OPEN	954	5101 GRANBURY RD	FT WORTH	TARRANT	TX	76133-2017	(817) 294-5239
STORE	OPEN	955	6940 E HWY 67	ALVARADO	JOHNSON	TX	76009-6800	(817) 783-3225
STORE	OPEN	956	213 NW RENFRO ST	BURLESON	JOHNSON	TX	76028-4113	(817) 295-2864
STORE	OPEN	957	12345 S FWY	FORT WORTH	TARRANT	TX	76028-7031	(817) 615-8003
STORE	OPEN	958	2690 SW WILSHIRE BLVD	BURLESON	JOHNSON	TX	76028-8343	(817) 447-2177
STORE	OPEN	959	5300 MCCART AVE	FORT WORTH	TARRANT	TX	76133-2242	(817) 292-3930
STORE	OPEN	960	522 W BELTLINE RD	RICHARDSON	DALLAS	TX	75080-6306	(972) 907-3667
STORE	OPEN	963	1750 WILMETH RD	MCKINNEY	COLLIN	TX	75071-8200	(214) 491-4909
STORE	OPEN	964	1206 W MAIN ST	GRAND PRAIRIE	DALLAS	TX	75050-5606	(972) 504-9179
STORE	OPEN	965	3201 GOLDEN TRIANGLE BLVD	FORT WORTH	TARRANT	TX	76177-7100	(817) 741-6737
STORE	OPEN	966	2301 N HWY 377	WESTLAKE	TARRANT	TX	76262-6606	(817) 491-0504
STORE	OPEN	967	801 IRA E WOODS AVE	GRAPEVINE	TARRANT	TX	76051-4012	(817) 442-5203
STORE	OPEN	968	8836 DAVIS BLVD	KELLER	TARRANT	TX	76248-0303	(817) 488-1719
STORE	OPEN	969	1484 S BELTLINE RD	COPPELL	DALLAS	TX	75019-4906	(972) 393-6201
STORE	OPEN	970	5909 W DAVIS ST	DALLAS	DALLAS	TX	75211-7005	(214) 623-0828
STORE	OPEN	971	4767 S RL THORNTON	DALLAS	DALLAS	TX	75232-1359	(214) 374-1413
STORE	OPEN	972	7818 GARLAND RD	DALLAS	DALLAS	TX	75214-4413	(214) 321-0222
STORE	OPEN	973	401 E WINTERGREEN RD	HUTCHINS	DALLAS	TX	75141-3716	(972) 225-7500
STORE	OPEN	974	1235 E BELTLINE RD	DESOTO	DALLAS	TX	75115-5285	(972) 230-4838
STORE	OPEN	975	511 S ZANG BLVD	DALLAS	DALLAS	TX	75208-6628	(214) 941-4827
STORE	OPEN	976	1449 INWOOD RD	DALLAS	DALLAS	TX	75247-6807	(214) 920-9992
STORE	OPEN	977	1500 N WESTMORELAND RD	DALLAS	DALLAS	TX	75211-1656	(469) 221-1800
STORE	OPEN	979	10101 ROYAL LANE	DALLAS	DALLAS	TX	75238-1228	(214) 553-1085
STORE	OPEN	980	4451 N GALLOWAY AVE	MESQUITE	DALLAS	TX	75150-4220	(972) 686-2262
STORE	OPEN	982	12631 LAKE JUNE RD	BALCH SPRINGS	DALLAS	TX	75180-1801	(972) 288-3177
STORE	OPEN	983	1400 S JOE RAMSEY BLVD	GREENVILLE	HUNT	TX	75402-7860	(903) 455-0551
STORE	OPEN	984	2601 JACKSBORO HWY	RIVER OAKS	TARRANT	TX	76114-2242	(817) 740-0881
STORE	OPEN	985	1610 W SCYENE RD	MESQUITE	DALLAS	TX	75149-4827	(972) 285-1600
STORE	OPEN	986	2451 E SUBLETT RD	ARLINGTON	TARRANT	TX	76018-3104	(817) 472-7900
STORE	OPEN	987	5500 S BUCKNER BLVD	MESQUITE	DALLAS	TX	75149-6198	(214) 321-3773
STORE	OPEN	988	1100 S BLUE MOUND RD	SAGINAW	TARRANT	TX	76131-1406	(817) 306-5765
STORE	OPEN	989	100 N I-45	ENNIS	ELLIS	TX	75119-5107	(972) 875-1206
STORE	OPEN	990	4901 LAKEVIEW PKWY	ROWLETT	DALLAS	TX	75089	(972) 412-8249
STORE	OPEN	991	470 US HWY 80	SUNNYVALE	DALLAS	TX	75182-9212	(972) 203-8199
STORE	OPEN	992	2215 N O'CONNOR RD	IRVING	DALLAS	TX	75062-5606	(972) 252-2467
STORE	OPEN	993	1619 STATE HWY 34 S	TERRELL	KAUFMAN	TX	75160-5408	(972) 551-3404
STORE	OPEN	994	4301 N BELTLINE RD	IRVING	DALLAS	TX	75038-3502	(972) 252-3791
STORE	OPEN	995	1718 N BELTLINE RD	IRVING	DALLAS	TX	75061-1508	(972) 886-7576
STORE	OPEN	997	7575 N BELTLINE RD	IRVING	DALLAS	TX	75063	(214) 277-0574
STORE	OPEN	998	1501 E SH 35E	IRVING	DALLAS	TX	75060-3209	(972) 579-3041

STORE	OPEN	999	1600 LBJ FWY	FARMERS BRANCH	DALLAS	TX	75234-6033	(972) 556-9755
STORE	OPEN	1853	701 W HALE AVE	DECATUR	WISE	TX	76234-2176	(940) 626-8396
STORE	OPEN	1863	8141 GASOLINE ALLEY	NORTHLAKE	DENTON	TX	76262-3312	(682) 831-1079
STORE	OPEN	1865	3801 CHEEK SPARGER RD	EULESS	TARRANT	TX	76039	(817) 545-2414
STORE	OPEN	1868	106 N MAIN ST	EULESS	TARRANT	TX	76040-4630	(817) 799-2965
STORE	OPEN	1871	4577 MARINE CREEK PKWY	FT WORTH	TARRANT	TX	76106-2402	(817) 624-3710
STORE	OPEN	1875	6549 WICHITA ST	FOREST HILL	TARRANT	TX	76119-7165	(817) 531-4500
STORE	OPEN	1876	2712 LAS VEGAS TRAIL	FORT WORTH	TARRANT	TX	76116-3159	(817) 244-4818
STORE	OPEN	1883	926 W HWY 82	GAINESVILLE	COOKE	TX	76240-2526	(940) 665-1530
STORE	OPEN	1886	4101 AIRPORT FWY	FORT WORTH	TARRANT	TX	76117-6202	(817) 806-0007
STORE	OPEN	1900	6055 ALPHA RD	DALLAS	DALLAS	TX	75240-3530	(972) 239-7400
STORE	OPEN	1909	802 W MCDERMOTT DR	ALLEN	COLLIN	TX	75013-6500	(469) 675-5667
STORE	OPEN	1917	3624 S US HWY 75	SHERMAN	GRAYSON	TX	75090-2563	(903) 209-4402
STORE	OPEN	1918	6120 N HWY 75	SHERMAN	GRAYSON	TX	75090	(903) 771-0772
STORE	OPEN	1923	2000 S US 287	CORSICANA	NAVARRO	TX	75110-9633	(903) 602-7832
STORE	OPEN	1935	9235 JOHN W CARPENTER FWY	DALLAS	DALLAS	TX	75247-4517	(214) 920-9286
STORE	OPEN	1942	13525 CF HAWN FWY	DALLAS	DALLAS	TX	75253-4725	(469) 221-1801
STORE	OPEN	1953	2051 FM 663	MIDLOTHIAN	ELLIS	TX	76065-6577	(214) 972-0555
STORE	OPEN	1964	455 N FREEPORT PKWY	COPPELL	DALLAS	TX	75019-3992	(469) 933-5910
STORE	OPEN	1976	3311 W PLEASANT RUN RD	LANCASTER	DALLAS	TX	75146-1023	(972) 224-0505
STORE	OPEN	1003	2585 DALE EARNHARDT BLVD	KANNAPOLIS	CABARRUS	NC	28063-1400	(704) 933-2756
STORE	OPEN	1004	3025 WILKINSON BLVD	CHARLOTTE	MECKLENBURG	NC	28208-5625	(704) 395-3474
STORE	OPEN	1008	161 W PLAZA DR	MOORESVILLE	IREDELL	NC	28117-6806	(704) 660-0153
STORE	OPEN	1009	680 RIVER HWY	MOORESVILLE	IREDELL	NC	28117-9055	(704) 664-0855
STORE	OPEN	1010	1134 N GRAHAM ST	CHARLOTTE	MECKLENBURG	NC	28206-3062	(980) 215-6413
STORE	OPEN	1011	10132 BELLHAVEN BLVD	CHARLOTTE	MECKLENBURG	NC	28214	(980) 771-6970
STORE	OPEN	1012	383 GEORGE LILES PKWY	CONCORD	CABARRUS	NC	28027-8218	(704) 782-0531
STORE	OPEN	1016	5700 N TRYON ST	CHARLOTTE	MECKLENBURG	NC	28213-6802	(704) 509-1368
STORE	OPEN	1017	7259 NC 73 HWY	DENVER	LINCOLN	NC	28037-9187	(704) 827-1624
STORE	OPEN	1021	8820 CHRISTENBURY PKWY	CONCORD	CABARRUS	NC	28027-0040	(704) 510-9542
STORE	OPEN	1022	821 CLOVERLEAF PLAZA	KANNAPOLIS	CABARRUS	NC	28083-6987	(704) 788-8431
STORE	OPEN	1023	1086 CONCORD PKWY N	CONCORD	CABARRUS	NC	28027-5942	(704) 720-0616
STORE	OPEN	1024	4200 BROOKSHIRE BLVD	CHARLOTTE	MECKLENBURG	NC	28216-3808	(704) 391-5708
STORE	OPEN	1025	859 CONCORD PKWY S	CONCORD	CABARRUS	NC	28027-9060	(704) 786-7845
STORE	OPEN	1028	10621 MONROE RD	MATTHEWS	MECKLENBURG	NC	28105-8396	(704) 846-8747
STORE	OPEN	1029	4937 SUNSET RD	CHARLOTTE	MECKLENBURG	NC	28269-2746	(704) 494-4601
STORE	OPEN	1030	1862 WARREN C COLEMAN BLVD	CONCORD	CABARRUS	NC	28025-5869	(704) 786-8748
STORE	OPEN	1031	5755 NC HWY 49 S	HARRISBURG	CABARRUS	NC	28075-8484	(704) 455-2273
STORE	OPEN	1032	11230 N TRYON ST	CHARLOTTE	MECKLENBURG	NC	28262-0468	(704) 549-8712
STORE	OPEN	1036	4270 TRAILER DR	CHARLOTTE	MECKLENBURG	NC	28269-4802	(980) 900-1881
STORE	OPEN	1042	2305 N CHESTER ST	GASTONIA	GASTON	NC	28052-1810	(704) 833-3008
STORE	OPEN	1043	1843 W FRANKLIN BLVD	GASTONIA	GASTON	NC	28052-1426	(704) 861-6211
STORE	OPEN	1044	2790 LANE ST	KANNAPOLIS	CABARRUS	NC	28083-9222	(704) 934-0014
STORE	OPEN	1045	310 E LONG AVE	GASTONIA	GASTON	NC	28054	(704) 866-7119
STORE	OPEN	1048	9565 CHARLOTTE HWY	INDIAN LAND	LANCASTER	SC	29707-7115	(803) 547-7148
STORE	OPEN	1049	8320 CHARLOTTE HWY	INDIAN LAND	LANCASTER	SC	29707-6532	(803) 548-3183
STORE	OPEN	1051	7205 THE PLAZA	CHARLOTTE	MECKLENBURG	NC	28215-0999	(704) 537-7851
STORE	OPEN	1052	3206 EASTWAY DR	CHARLOTTE	MECKLENBURG	NC	28205-5646	(704) 537-8404
STORE	OPEN	1053	6721 ALBEMARLE RD	CHARLOTTE	MECKLENBURG	NC	28212-3855	(704) 563-1795
STORE	OPEN	1054	5650 W HWY 74	INDIAN TRAIL	UNION	NC	28110-8462	(704) 225-0343
STORE	OPEN	1057	4020 CHARLOTTE HWY	CLOVER	YORK	SC	29710-8084	(803) 831-7051
STORE	OPEN	1059	5209 CENTRAL AVE	CHARLOTTE	MECKLENBURG	NC	28212-2701	(704) 567-2346
STORE	OPEN	1060	974 SUTTON RD	FORT MILL	YORK COUNTY	SC	29708-8271	(803) 802-9579
STORE	OPEN	1061	3836 CELANESE RD	ROCK HILL	YORK	SC	29732-9490	(803) 980-1696
STORE	OPEN	1062	1312 HWY 160 EAST	FORT MILL	YORK	SC	29715-7066	(803) 802-5818
STORE	OPEN	1065	2326 SANDY PORTER RD	CHARLOTTE	MECKLENBURG	NC	28273-4302	(704) 587-9490
STORE	OPEN	1070	7115 S BLVD	CHARLOTTE	MECKLENBURG	NC	28273-5903	(704) 554-6413
STORE	OPEN	1071	127 E WOODLAWN RD	CHARLOTTE	MECKLENBURG	NC	28217-2119	(704) 525-1008
STORE	OPEN	1072	10910 GOLF LINKS DR	CHARLOTTE	MECKLENBURG	NC	28277	(704) 841-0765
STORE	OPEN	1074	603 W ROOSEVELT BLVD	MONROE	UNION	NC	28110-3434	(704) 283-1772
STORE	OPEN	1075	891 GOLD HILL RD	FORT MILL	YORK	SC	29708-7946	(803) 802-4795
STORE	OPEN	1076	116 CLANTON RD	CHARLOTTE	MECKLENBURG	NC	28217-1302	(704) 522-3877
STORE	OPEN	1077	3282 HWY 21	FORT MILL	YORK	SC	29715-7243	(803) 547-5949
STORE	OPEN	1079	265 CAROWINDS BLVD	FORT MILL	YORK	SC	29708-6203	(803) 802-5867
STORE	OPEN	1082	19807 BURTON LN	CORNELIUS	MECKLENBURG	NC	28031	(704) 997-0387
STORE	OPEN	1087	8325 W WT HARRIS BLVD	CHARLOTTE	MECKLENBURG	NC	28216-3983	(980) 260-2005
STORE	OPEN	1091	990 S CHERRY RD	ROCK HILL	YORK	SC	29732-3443	(803) 981-9249
STORE	OPEN	1092	1169 ANDERSON RD S	ROCK HILL	YORK	SC	29730-6983	(803) 329-2531
STORE	OPEN	1093	3190 LANCASTER HWY	RICHBURG	CHESTER	SC	29729-9036	(803) 789-6109
STORE	OPEN	1098	664 ANDERSON RD N	ROCK HILL	YORK	SC	29730-3324	(803) 327-0006
STORE	OPEN	1099	1195 RIVERVIEW RD	ROCK HILL	YORK	SC	29732-2275	(803) 817-7641
STORE	OPEN	1100	140 CANDLENUT LANE	BOILING SPRINGS	SPARTANBURG	SC	29316-5126	(864) 578-8111
STORE	OPEN	1101	109 BYPASS 123	SENECA	OCONEE	SC	29678-0622	(864) 364-6433
STORE	OPEN	1102	127 MAULDIN RD	GREENVILLE	GREENVILLE	SC	29605-1231	(864) 277-7889
STORE	OPEN	1104	2048 WADE HAMPTON BLVD	GREENVILLE	GREENVILLE	SC	29615-1037	(864) 292-0570
STORE	OPEN	1105	548 N PLEASANTBURG DR	GREENVILLE	GREENVILLE	SC	29607-2130	(864) 250-2802
STORE	OPEN	1106	4535 LIBERTY HWY	ANDERSON	ANDERSON	SC	29621-2328	(864) 224-8645
STORE	OPEN	1107	4123 CLEMSON BLVD	ANDERSON	ANDERSON	SC	29621-1107	(864) 222-2271
STORE	OPEN	1108	1509 PEARMAN DAIRY RD	ANDERSON	ANDERSON	SC	29625-2005	(864) 225-6037
STORE	OPEN	1109	2901 N MAIN ST	ANDERSON	ANDERSON	SC	29621-2760	(864) 225-8002
STORE	OPEN	1110	1840 HWY 101 S	GREER	SPARTANBURG	SC	29651-7115	(864) 879-1125
STORE	OPEN	1111	7114 LONE OAK RD	SPARTANBURG	SPARTANBURG	SC	29303-1865	(864) 503-9404

STORE	OPEN	1112	105 SPARTANGREEN BLVD	DUNCAN	SPARTANBURG	SC	29334-9424	(864) 466-8067
STORE	OPEN	1113	1302 W WADE HAMPTON BLVD	GREER	GREENVILLE	SC	29650-1119	(864) 879-0830
STORE	OPEN	1114	2414 S HWY 14	GREER	GREENVILLE	SC	29650-4736	(864) 877-6596
STORE	OPEN	1115	7840 WHITE HORSE RD	GREENVILLE	GREENVILLE	SC	29611-1830	(864) 246-8640
STORE	OPEN	1116	1701 E GREENVILLE ST	ANDERSON	ANDERSON	SC	29621-2008	(864) 964-8232
STORE	OPEN	1117	2085 HWY 86	PIEDMONT	ANDERSON	SC	29673-8323	(864) 845-3758
STORE	OPEN	1118	12203 GREENVILLE HWY	LYMAN	SPARTANBURG	SC	29365-1513	(864) 439-6006
STORE	OPEN	1119	2701 PELHAM RD	GREENVILLE	GREENVILLE	SC	29615-4081	(864) 288-2466
STORE	OPEN	1120	101 LEMMONS LN	GAFFNEY	CHEROKEE	SC	29341-2603	(864) 489-6218
STORE	OPEN	1121	4855 CALHOUN MEMORIAL HWY	EASLEY	PICKENS	SC	29640-3853	(864) 859-8195
STORE	OPEN	1126	2313 REIDVILLE RD	SPARTANBURG	SPARTANBURG	SC	29301-3329	(864) 576-2315
STORE	OPEN	1127	7620 HWY 76	PENDLETON	ANDERSON	SC	29670-9133	(864) 646-3191
STORE	OPEN	1128	9620 ASHEVILLE HWY	INMAN	SPARTANBURG	SC	29349-9360	(864) 472-0819
STORE	OPEN	1129	21 FAIRVIEW CHURCH RD	SPARTANBURG	SPARTANBURG	SC	29303-5219	(864) 582-5900
STORE	OPEN	1130	3450 HWY 153	PIEDMONT	ANDERSON	SC	29673-9405	(864) 295-0785
STORE	OPEN	1131	489 W MAIN ST	SPARTANBURG	SPARTANBURG	SC	29301-2272	(864) 585-5544
STORE	OPEN	1132	448 E SAINT JOHN ST	SPARTANBURG	SPARTANBURG	SC	29302-1624	(864) 585-0784
STORE	OPEN	1133	4701 AUGUSTA RD	GREENVILLE	GREENVILLE	SC	29605-1525	(864) 277-6100
STORE	OPEN	1134	1460 WOODRUFF RD	GREENVILLE	GREENVILLE	SC	29607-5740	(864) 286-1296
STORE	OPEN	1135	1015 E BUTLER RD	GREENVILLE	GREENVILLE	SC	29607-5725	(864) 987-1823
STORE	OPEN	1137	7599 AUGUSTA RD	PIEDMONT	GREENVILLE	SC	29673-9509	(864) 277-1064
STORE	OPEN	1138	200 HARRISON BRIDGE RD	SIMPSONVILLE	GREENVILLE	SC	29680-7131	(864) 962-0704
STORE	OPEN	1140	100 RUTHERFORD ST	GREENVILLE	GREENVILLE	SC	29609-5306	(864) 233-4252
STORE	OPEN	1143	505 S ACADEMY ST	GREENVILLE	GREENVILLE	SC	29601-2405	(864) 242-0959
STORE	OPEN	1144	304 W BUTLER RD	MAULDIN	GREENVILLE	SC	29662-2538	(864) 288-4003
STORE	OPEN	1145	1509 GROVE RD	GREENVILLE	GREENVILLE	SC	29605-4768	(864) 269-5171
STORE	OPEN	1146	6050 WHITEHORSE RD	GREENVILLE	GREENVILLE	SC	29611-3829	(864) 269-4344
STORE	OPEN	1147	1012 WOODRUFF RD	GREENVILLE	GREENVILLE	SC	29607-4104	(864) 234-7208
STORE	OPEN	1149	2890 LAURENS RD	GREENVILLE	GREENVILLE	SC	29607-6656	(864) 675-6656
STORE	OPEN	1177	10320 WILSON BLVD	BLYTHEWOOD	RICHLAND	SC	29016	(803) 724-6452
STORE	OPEN	1178	18985 HWY 72 E	CLINTON	LAURENS	SC	29325	(864) 358-7001
STORE	OPEN	1180	8205 TWO NOTCH RD	COLUMBIA	RICHLAND	SC	29223-6302	(803) 862-4000
STORE	OPEN	1181	111 MILLENNIUM DR	ORANGEBURG	ORANGEBURG	SC	29115-9809	(803) 997-6995
STORE	OPEN	1183	4680 FORT JACKSON BLVD	COLUMBIA	RICHLAND	SC	29209	(803) 908-4363
STORE	OPEN	1198	925 S LAKE DR	LEXINGTON	LEXINGTON	SC	29072-3717	(803) 821-7160
STORE	OPEN	4003	10010 HUEBNER RD	SAN ANTONIO	BEXAR	TX	78240-1675	(210) 561-7824
STORE	OPEN	4005	9919 SAN PEDRO AVE	SAN ANTONIO	BEXAR	TX	78216-4437	(210) 962-6957
STORE	OPEN	4006	8850 CULEBRA RD	SAN ANTONIO	BEXAR	TX	78251-1601	(210) 680-0121
STORE	OPEN	4007	310 SAN PEDRO AVE	SAN ANTONIO	BEXAR	TX	78212	(210) 227-4149
STORE	OPEN	4009	735 NW LOOP 410	SAN ANTONIO	BEXAR	TX	78216	(210) 536-6999
STORE	OPEN	4012	10803 BANDERA RD	SAN ANTONIO	BEXAR	TX	78250-6847	(210) 680-0894
STORE	OPEN	4014	9110 TARPON DR	BOERNE	BEXAR	TX	78006	(830) 755-4337
STORE	OPEN	4016	6461 BANDERA RD	LEON VALLEY	BEXAR	TX	78236	(210) 520-0434
STORE	OPEN	4017	4710 FREDERICKSBURG RD	SAN ANTONIO	BEXAR	TX	78229-3865	(210) 962-6958
STORE	OPEN	4018	11902 BLANCO RD	SAN ANTONIO	BEXAR	TX	78216-2408	(210) 536-8354
STORE	OPEN	4025	7501 N LOOP 1604 E	LIVE OAK	BEXAR	TX	78233-2604	(210) 653-9415
STORE	OPEN	4026	1014 KITTY HAWK RD	UNIVERSAL CITY	BEXAR	TX	78148-3792	(210) 566-1557
STORE	OPEN	4029	7747 US HWY 281 N	SPRING BRANCH	COMAL	TX	78070-5624	(830) 885-2225
STORE	OPEN	4034	4894 FM 3009	SCHERTZ	GUADALUPE	TX	78154-1574	(210) 905-2980
STORE	OPEN	4036	2707 NE LOOP 410	SAN ANTONIO	BEXAR	TX	78217-4815	(210) 646-0184
STORE	OPEN	4037	3116 W SAN ANTONIO ST	NEW BRAUNFELS	COMAL	TX	78130-6969	(830) 387-7187
STORE	OPEN	4040	2017 FM 1102	NEW BRAUNFELS	COMAL	TX	78132	(830) 387-7494
STORE	OPEN	4044	200 IH-10 E	SEGUIN	GUADALUPE	TX	78155-2674	(830) 463-0729
STORE	OPEN	4045	5565 FM 78	KIRBY	BEXAR	TX	78219-1141	(210) 666-2492
STORE	OPEN	4047	6728 RANDOLPH BLVD	LIVE OAK	BEXAR	TX	78233-4222	(210) 590-1789
STORE	OPEN	4048	7280 IH 35 N	WINDCREST	BEXAR	TX	78218	(210) 637-0912
STORE	OPEN	4049	1842 N FOSTER RD	SAN ANTONIO	BEXAR	TX	78244	(210) 666-6193
STORE	OPEN	4051	5538 US HWY 87 E	SAN ANTONIO	BEXAR	TX	78222-1526	(210) 337-3950
STORE	OPEN	4053	848 HOT WELLS BLVD	SAN ANTONIO	BEXAR	TX	78223	(210) 278-9995
STORE	OPEN	4054	10917 MARBACH RD	SAN ANTONIO	BEXAR	TX	78245-2087	(210) 536-8355
STORE	OPEN	4055	1901 SW MILITARY DR	SAN ANTONIO	BEXAR	TX	78221-1434	(210) 806-9995
STORE	OPEN	4056	9630 S ZARZAMORA ST	SAN ANTONIO	BEXAR	TX	78224	(210) 928-9064
STORE	OPEN	4058	4142 S LOOP 1604 E	SAN ANTONIO	BEXAR	TX	78264	(210) 890-7710
STORE	OPEN	4059	6814 W MILITARY DR	SAN ANTONIO	BEXAR	TX	78227-3653	(210) 673-5828
STORE	OPEN	4062	10134 W MILITARY DR	SAN ANTONIO	BEXAR	TX	78251	(210) 905-2972
STORE	OPEN	4064	1015 N HUNT LN	SAN ANTONIO	BEXAR	TX	78251	(210) 507-0858
STORE	OPEN	4065	6410 OLD PEARSALL RD	SAN ANTONIO	BEXAR	TX	78242-2374	(210) 507-0845
STORE	OPEN	4066	674 E HONDO AVE	DEVINE	MEDINA	TX	78016-3320	(830) 541-3351
STORE	OPEN	4067	11873 POTRANCO RD	SAN ANTONIO	BEXAR	TX	78253-7095	(210) 673-5685
STORE	OPEN	4068	14534 FM 1957	SAN ANTONIO	BEXAR	TX	78253	(210) 446-2398
STORE	OPEN	4069	5615 WT MONTGOMERY RD	SAN ANTONIO	BEXAR	TX	78252	(210) 278-5800
STORE	OPEN	4070	6618 MEDINA BASE RD	SAN ANTONIO	BEXAR	TX	78242-1723	(210) 673-5557
STORE	OPEN	4126	861 E BRAKER LN	AUSTIN	TRAVIS	TX	78753	(512) 691-0050
STORE	OPEN	4127	501 W WELLS BRANCH PKWY	AUSTIN	TRAVIS	TX	78660	(737) 220-8782
STORE	OPEN	4128	305 JACKSON ST	BASTROP	BASTROP	TX	78602-4319	(512) 308-4187
STORE	OPEN	4129	12213 TECH RIDGE BLVD	AUSTIN	TRAVIS	TX	78753-3558	(512) 954-6653
STORE	OPEN	4130	3901 WILLIAMS DR	GEORGETOWN	WILLIAMSON	TX	78628-1394	(512) 863-3303
STORE	OPEN	4132	2821 W WHITESTONE BLVD	CEDAR PARK	TRAVIS	TX	78613-7565	(512) 267-1807
STORE	OPEN	4134	3150 RM 1431	ROUND ROCK	WILLIAMSON	TX	78681-1114	(512) 238-1344
STORE	OPEN	4135	2880 E PALM VALLEY BLVD	ROUND ROCK	WILLIAMSON	TX	78665-2340	(512) 871-6295
STORE	OPEN	4137	901 LOUIS HENNA BLVD	ROUND ROCK	WILLIAMSON	TX	78664-7206	(512) 248-8983
STORE	OPEN	4138	2231 S MAYS ST	ROUND ROCK	WILLIAMSON	TX	78664-7549	(512) 218-6976

STORE	OPEN	4142	221 E PARMER LANE	AUSTIN	TRAVIS	TX	78753-3439	(737) 207-7070
STORE	OPEN	4143	1911 N BELL BLVD	CEDAR PARK	WILLIAMSON	TX	78613-7968	(512) 528-0574
STORE	OPEN	4146	11141 183A TOLL RD	LEANDER	WILLIAMSON	TX	78641-4375	(512) 652-0946
STORE	OPEN	4150	2723 S LAKELINE BLVD	AUSTIN	WILLIAMSON	TX	78613	(512) 770-8002
STORE	OPEN	4153	4802 S US 183 SB	AUSTIN	TRAVIS	TX	78744	(512) 871-6294
STORE	OPEN	4154	18720 IH-35	KYLE	HAYS	TX	78640	(737) 999-6054
STORE	OPEN	4156	14000 W SH29	LIBERTY HILL	WILLIAMSON	TX	78642	(512) 778-9165
STORE	OPEN	4159	2391 E OLD SETTLERS BLVD	ROUND ROCK	WILLIAMSON	TX	78665	(737) 236-7776
STORE	OPEN	4161	1222 W HWY 290	ELGIN	BASTROP	TX	78621-1461	(512) 285-9802
STORE	OPEN	4163	1540 ROUND ROCK AVE	ROUND ROCK	WILLIAMSON	TX	78681-2083	(737) 207-3409
STORE	OPEN	7061	6601 E 32ND ST	JOPLIN	JASPER	MO	64804-7959	(417) 626-8690
STORE	OPEN	7135	15966 WHYTE HARDEE BLVD	HARDEEVILLE	JASPER	SC	29927-6920	(843) 288-6054
STORE	OPEN	7145	1215 SPARTA PIKE	LEBANON	WILSON	TN	37090-5010	(615) 994-3704
STORE	OPEN	7147	2501 HWY 46 S	DICKSON	DICKSON	TN	37055-8001	(615) 375-5690
STORE	OPEN	7210	18804 MACARTHUR DR	NORTH LITTLE ROCK	PULASKI	AR	72118	(501) 483-6937
STORE	OPEN	7211	12115 OTTER CREEK RD	LITTLE ROCK	PULASKI	AR	72210	(501) 492-0773
STORE	OPEN	7220	6901 BERT KOUNS INDUSTRIAL BLVD	SHREVEPORT	CADDO	LA	71129-2348	(318) 840-0406
STORE	OPEN	7223	4344 E TEXAS ST	BOSSIER CITY	BOSSIER PARISH	LA	71111-2930	(318) 716-5204
STORE	OPEN	7901	3512 S MAIN ST	LINDALE	SMITH	TX	75706-4636	(430) 235-6156
STORE	OPEN	7903	2350 S NEW ROAD	WACO	MCLENNAN	TX	76711-1969	(254) 340-6594
STORE	OPEN	7904	3217 OLD ANSON RD	ABILENE	TAYLOR	TX	79603-1843	(325) 271-6736
STORE	OPEN	7948	1224 WILSON RD	CONROE	MONTGOMERY	TX	77301	(936) 703-1063
Jan 19, 2022				1				9:28:22 AM



When recorded return to:
Goldenberg Heller & Antognoli
2227 South State Route 157
Edwardsville, IL 62025
Attention: David Antognoli, Esq.

SPECIAL WARRANTY DEED

THIS DEED, made this 11th day of February, 2021, between **GAYESKI CAPITAL EQUITIES, LLC**, a Colorado limited liability company, whose street address is 905 West 124th Avenue, Suite 200, Westminster, Colorado 80234 ("**Grantor**"), and **QUIKTRIP CORPORATION**, an Oklahoma corporation, whose street address is 1499 West 120th Avenue, Suite 110, Westminster, Colorado 80234 ("**Grantee**");

WITNESSETH, That Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its, successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described as follows:

Lots 1 through 4 and Tract A, Block 2,
Bennett Crossing Filing No. 1, according to the plat thereof recorded February 5,
2019 at Reception No. 2019000008907,
County of Adams, State of Colorado.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

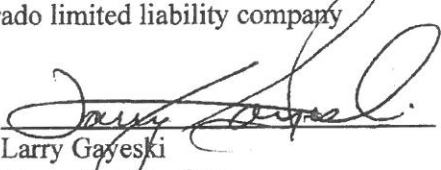
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the title to above-bargained premises and the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, except those matters expressly set forth on Exhibit A attached hereto and incorporated herein.

Recording Requested By: [Remainder of Page Intentionally Left Blank]
FNTG-NCS Colorado
ND027325

D.F. \$281.42

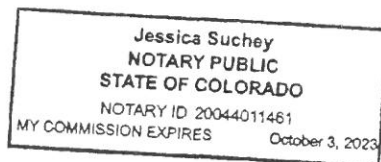
IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

GAYESKI CAPITAL EQUITIES, LLC,
a Colorado limited liability company

By: 
Name: Larry Gayeski
Its: Managing Member

STATE OF COLORADO)
) ss
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 11 day of February, 2021
by Larry Gayeski, as Managing Member of Gayeski Capital Equities, LLC, a Colorado limited
liability company.





Notary Public
My Commission expires: 10/3/2023

EXHIBIT A

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2021 and subsequent years, a lien not yet due or payable.

2. Reservations contained in the Patent:

From: The United States of America
To: John Benbow
Recording Date: February 19, 1896

Recording No.: COCOAA 080691, BLM Records

Which among other things recites as follows:

A right of way thereon for ditches or canals constructed by the authority of the United States of America.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

3. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 84 as set forth below:

Recording Date: August 13, 1973
Recording No.: Book 1881 Page 927

4. Terms, conditions, provisions, agreements and obligations contained in the Renner Farms Annexation Map as set forth below:

Recording Date: November 7, 1994
Recording No.: Reception No. C0030678

Ordinance No. 315:

Recording Date: November 7, 1994
Recording No.: Book 4420 Page 770

Ordinance No. 316:

Recording Date: November 7, 1994
Recording No.: Book 4420 Page 773

5. Terms, conditions, provisions, agreements and obligations contained in the Quit Claim Mineral Deed as set forth below:

Recording Date: January 21, 2015
Recording No.: Reception No. 2015000004545

6. Terms, conditions, provisions, agreements and obligations contained in the Outline Development Plan Bennett Crossing as set forth below:

Recording Date: November 10, 2015
Recording No.: Reception No. 2015000094352

7. Any taxes or assessments by reason of the inclusion of the Land in the Bennett Crossing Metropolitan District No. 2:

Recording Date: December 18, 2015
Recording No.: Reception No. 2015000105366

Order for Inclusion of Property into Bennett Crossing Metropolitan District No. 2:

Recording Date: February 21, 2019
Recording No.: Reception No. 2019000012705

Public Disclosure Document:

Recording Date: March 22, 2019
Recording No.: Reception No. 2019000021238

Resolution Imposing Fees:

Recording Date: May 20, 2020
Recording No.: Reception No. 2020000046080

8. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Bennett Crossing Filing No. 1:

Recording Date: February 5, 2019
Recording No.: Reception No. 2019000008907

9. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Agreement as set forth below:

Recording Date: February 5, 2019
Recording No.: Reception No. 2019000008911

10. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording Date: March 8, 2019

Recording No.: Reception No. 2019000016826

11. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 695-19 as set forth below:

Recording Date: April 4, 2019

Recording No.: Reception No. 2019000024625

12. Terms, conditions, provisions, agreements and obligations contained in the Public Improvements Reimbursement as set forth below:

Recording Date: April 4, 2019

Recording No.: Reception No. 2019000024626

13. Matters disclosed by the ALTA/NSPS Land Title Survey by Jesus A. Lugo, Colorado License No. 38081, dated April 22, 2020, last revised October 27, 2020, Job No. 20383 to wit:

- a. The fact there is evidence of recent earth moving work, building construction, or building additions.

OFFICE OF THE SECRETARY OF STATE



**RESTATED
CERTIFICATE OF INCORPORATION**

WHEREAS, the Restated Certificate of Incorporation of

QUIKTRIP CORPORATION

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
17th day of November, 2017.*

[Signature]

Secretary of State

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

QuikTrip Corporation

is an entity formed or registered under the law of Oklahoma, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20191339983.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 11/22/2021 that have been posted, and by documents delivered to this office
electronically through 11/24/2021 @ 09:01:57.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 11/24/2021 @ 09:01:57 in accordance with applicable law.
This certificate is assigned Confirmation Number 13606756.



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.



Colorado Secretary of State
Date and Time: 04/23/2019 09:37 AM
ID Number: 20191339983
Document number: 20191339983
Amount Paid: \$100.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Foreign Entity Authority
filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number 20191339983
(Colorado Secretary of State ID number)

Entity name QuikTrip Corporation

True name _____
(if different from the entity name)

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Foreign Corporation

Jurisdiction Oklahoma

3. The principal office address of the entity's principal office is

Street address 4705 S 129th East Ave
(Street number and name)

Tulsa OK 74134
(City) (State) (ZIP/Postal Code)

United States
(Province – if applicable) (Country)

Mailing address _____
(leave blank if same as street address) (Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province – if applicable) (Country)

4. The registered agent name and registered agent address of the entity's registered agent are

Name _____
(if an individual) (Last) (First) (Middle) (Suffix)

or

(if an entity) The Corporation Company

(Caution: Do not provide both an individual and an entity name.)

Street address

7700 E Arapahoe Rd

(Street number and name)

Suite 220

Centennial

(City)

CO

(State)

80112-1268

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

CO

(State)

(ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 04/27/2019.
(mm/dd/yyyy)

6. (If applicable, adopt the following statement by marking the box and include an attachment.)

☒ This document contains additional information as provided by law.

7. (**Caution:** Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Wells

(Last)

Marshall

(First)

(Middle)

(Suffix)

4705 S 129th East Ave

(Street number and name or Post Office Box information)

Tulsa

(City)

OK

(State)

74134

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
Date and Time: 10/12/2021 08:19 AM
ID Number: 20211937994
Document number: 20211937994
Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity
filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20191339983</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>QuikTrip Corporation</u>
Form of entity	<u>Foreign Corporation</u>
Jurisdiction	<u>Oklahoma</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

QuikTrip #4216

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Convenience store with gasoline

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

Rowden	Deborah		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
4705 S 129th East Ave			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
Tulsa	OK	74134	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
	United States		
<small>(Province – if applicable)</small>	<small>(Country – if not US)</small>		

- ☐ (If the following statement applies, adopt the statement by marking the box and include an attachment.)
This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



May 14, 2022

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: **QuikTrip #4216**
 1190 S. 1st Street
 Bennett, CO 80102

Applicant: QuikTrip Corporation
 Purpose: Application for a NEW Fermented Malt Beverage Off-Premises License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of QuikTrip #4216 being granted a Fermented Malt Beverage Off-Premises License indicated by checking the "Favor – YES" column of the signature sheet and those opposed checked the "Oppose - NO" column. The results were as follows:

Favor "YES"		Oppose "NO"		<u>TOTAL SIGNATURES</u>
96%	77	4%	3	80

SURVEY STATISTICS

	Favor "YES"		Oppose "NO"		TOTAL
Business Survey Results	100%	10	---	0	10
Residential Survey Results	96%	67	4%	3	70

Percentages in this report have been rounded to the nearest whole number.

	BUSINESS	RESIDENTIAL	TOTAL
No Response	6	242	248
Declined to Participate	4	9	13
Not Qualified to Sign	7	2	9
Disqualified	0	0	0
"No" Signatures	0	3	3
"Yes" Signatures	10	67	77
TOTAL CONTACTS & ATTEMPTS	27	323	350

SURVEY STATISTICS

>Number of Businesses and Residents Contacted: 350 Attempts – 248 No Response = 102
 >Business Survey Participation Rate: 10 Signatures/ 14 Qualified Contacts = 71%
 >Residential Survey Participation Rate: 70 Signatures/ 79 Qualified Contacts = 89%
 >Percentage of Residents Home During Survey: 81 Contacts/ 323 Attempts = 25%

REASONS FOR OPPOSITION SIGNATURES		REASONS FOR DECLINING TO PARTICIPATE	
Enough / Too Many	2	Not Interested	4
No Reason	1	Don't Sign Any Petitions/Surveys	3
Total	3	Too Busy	3
		Against Company Policy	3
		Total	13
		CONTACTS NOT QUALIFIED TO SIGN	
		Owner / Manager Unavailable	7
		Non-Resident	1
		No English Spoken or Read	1
		Total	9

PETITION METHODOLOGY

- Survey Date and Times:

Business & Residential:	Wednesday	May 11, 2022	2:00 pm – 6:30 pm
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- Survey Areas: Circulators started in areas closest to the proposed licensed site and obtained samples throughout the boundary area. Please see attached map.
- Circulators of the Survey: There were four circulators for this survey. Prior to the start of the survey, the circulators were briefed on the type of liquor license application, the areas to be surveyed and reminded to remain unbiased in their approach to residents and businesspeople. The circulators had with them a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulators used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. Upon conclusion of the survey, the circulators signed notarized affidavits of circulation. The original survey packets were pre-filed with Bennet Town Clerk's Office.

Report prepared and respectfully submitted by,



Eva L. Garretson
Liquor Licensing Professionals, LLC

Needs & Desires Surveys / Petitions
Colorado Responsible Vendor Trainer

5515 Saddle Rock Place
Colorado Springs, CO 80918

719.390.8844
LiquorPros@msn.com Page 61



QuikTrip #4216
1190 S 1st Street
Bennett, CO 80102

APPLICATION FOR A FERMENTED
MALT BEVERAGE OFF-PREMISES
LICENSE

SURVEY DATE: MAY 11, 2022

BUSINESS AREAS
COVERED IN SURVEY

RESIDENTIAL AREAS
COVERED IN SURVEY



BUSINESS PETITION TO THE TOWN OF BENNETT LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Town Clerk's Office at: 303.644.3249, ext. 101.**

Applicant: QuikTrip Corporation
d/b/a: **QuikTrip #4216**
Address: 1190 S. 1st Street, Bennett, CO 80102
Application for a **NEW Fermented Malt Beverage Off-Premises License**

A **Public Hearing** on this matter will be held by the Bennett Licensing Authority,
Thursday, May 26th, 2022, at 7:00 pm
at Bennett Town Hall
207 Muegge Way, Bennett, CO 80102


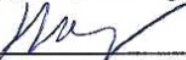

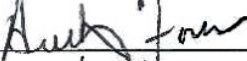

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

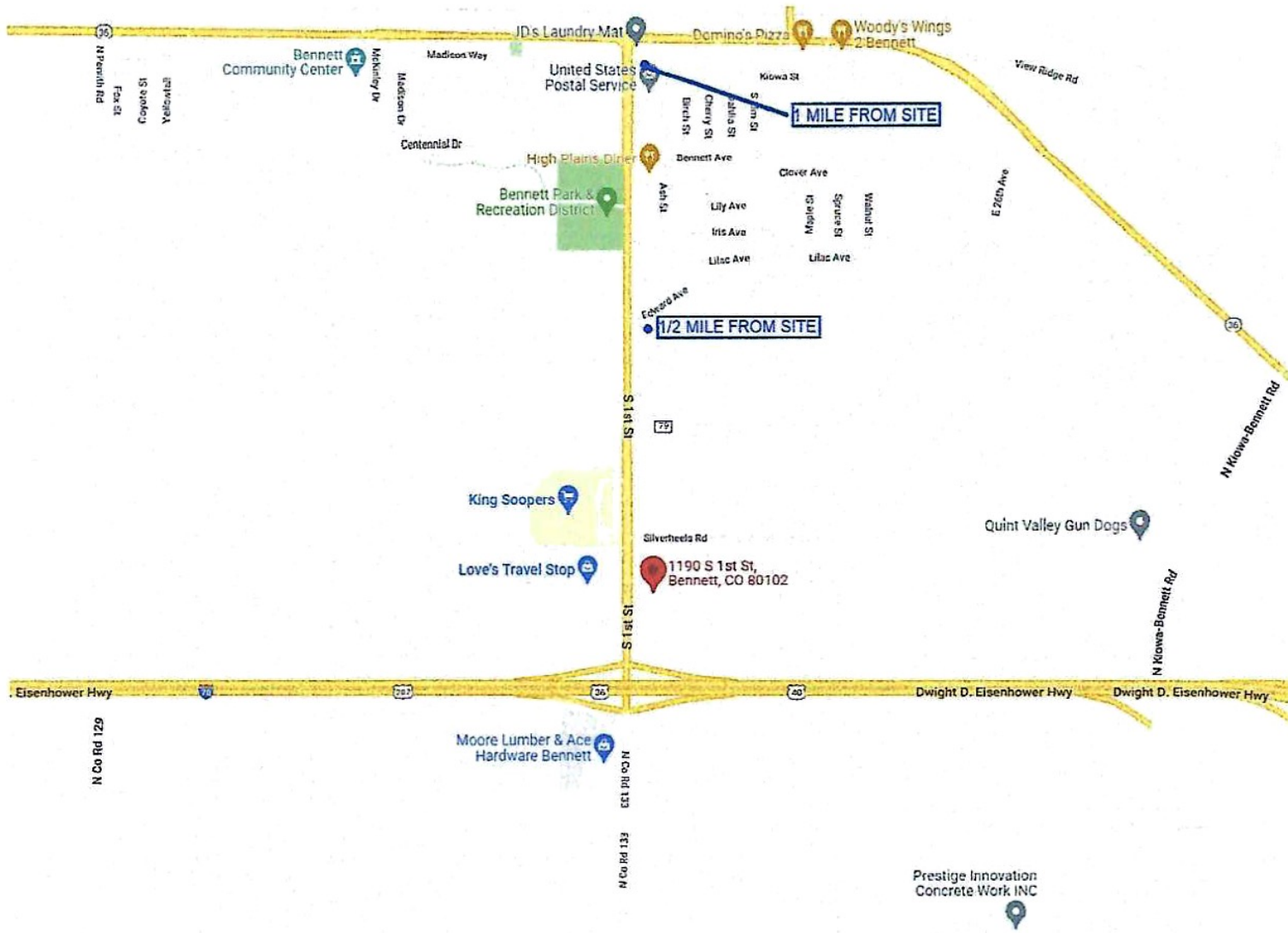
- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

If you **OPPOSE /DO NOT SUPPORT**, this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name	Business Name	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
	Signature	Business Address				
5/11/22	Keenan Barber	O'Reilly Auto	45	X		Owner <u>Manager</u>
		310 S. 1st St				
5/11/22	Matt Elvehjem	High Plains Bank	48	X		Owner <u>Manager</u>
		235 Ash St Bennett				
5/11/22	Robert Kiess	CORE Electric Company	45	✓		Owner <u>Manager</u>
		1092 Cedar St.				
5/11/22	Anthony Furse	Tractor Supply Co	60	X		Owner <u>Manager</u>
		200 W Market Place Dr				
5/11/22	Giselle Rowe	MCC Bennett	59	X		Owner <u>Manager</u>
		100 - 1-70 Frontage Rd				



QuikTrip #4216
 1190 S 1st Street
 Bennett, CO 80102

APPLICATION FOR A FERMENTED
 MALT BEVERAGE OFF-PREMISES
 LICENSE

4 Kiowa-Bennett Rd

LiquorPros
 LiquorPros@msn.com
 719.390.8844
 www.LiquorPros.com

~ AFFIDAVIT OF CIRCULATION ~

I, Elise Cimino, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Elise Cimino
Signature of Circulator

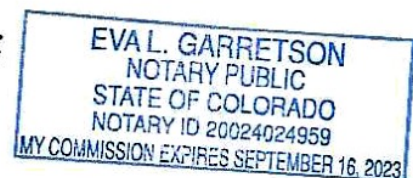
State of Colorado)
County of El Paso) ss.

Subscribed and sworn to before me this 12TH day of MAY, 2022.



Eva L. Garretson
Notary Public

My Commission expires: SEPTEMBER 16, 2023



BUSINESS PETITION TO THE TOWN OF BENNETT LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Town Clerk's Office at: 303.644.3249, ext. 101.**

Applicant: QuikTrip Corporation
d/b/a: **QuikTrip #4216**
Address: 1190 S. 1st Street, Bennett, CO 80102
Application for a **NEW Fermented Malt Beverage Off-Premises License**

A **Public Hearing** on this matter will be held by the Bennett Licensing Authority,
Thursday, May 26th, 2022, at 7:00 pm
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Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name <i>Signature</i>	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
4/11/22	Justin Quinones <i>Justin Quinones</i>	Bennett McDonalds 1191 S First St Bennett, CO 80102	22	X		Owner <i>Manager</i>
5/11/22	Samantha Gow <i>Samantha Gow</i>	UPS Store 905 S 1st St Unit F Bennett CO 80102	41	X		Owner <i>Manager</i>
5/11/22	Marsha Sumpfort <i>Marsha Sumpfort</i>	Gateway Realty 905 S 1st St Unit F Bennett CO 80102	62	X		Owner <i>Manager</i>
5/11/22	Steve Sanchez <i>Steve Sanchez</i>	moore lumber/hardware 1555 S First St Bennett, CO 80102	66	X		Owner <i>Manager</i>
5/11/22	James Lindsay <i>Jim Lindsay</i>	PNB Bank 1676 S. 1st St. Bennett, CO 80102	78	X		Owner <i>Manager</i>



~ AFFIDAVIT OF CIRCULATION ~

I, Nicholas Cimino, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
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- every person who signed represented himself or herself.
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I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.



Signature of Circulator

State of Colorado)
County of EL PASO) ss.

Subscribed and sworn to before me this 12TH day of MAY, 2022


Notary Public

My Commission expires: SEPTEMBER 16, 2023



RESIDENTIAL PETITION TO THE TOWN OF BENNETT LIQUOR LICENSING AUTHORITY

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Applicant: QuikTrip Corporation
d/b/a: **QuikTrip #4216**
Address: 1190 S. 1st Street, Bennett, CO 80102
Application for a **NEW Fermented Malt Beverage Off-Premises License**

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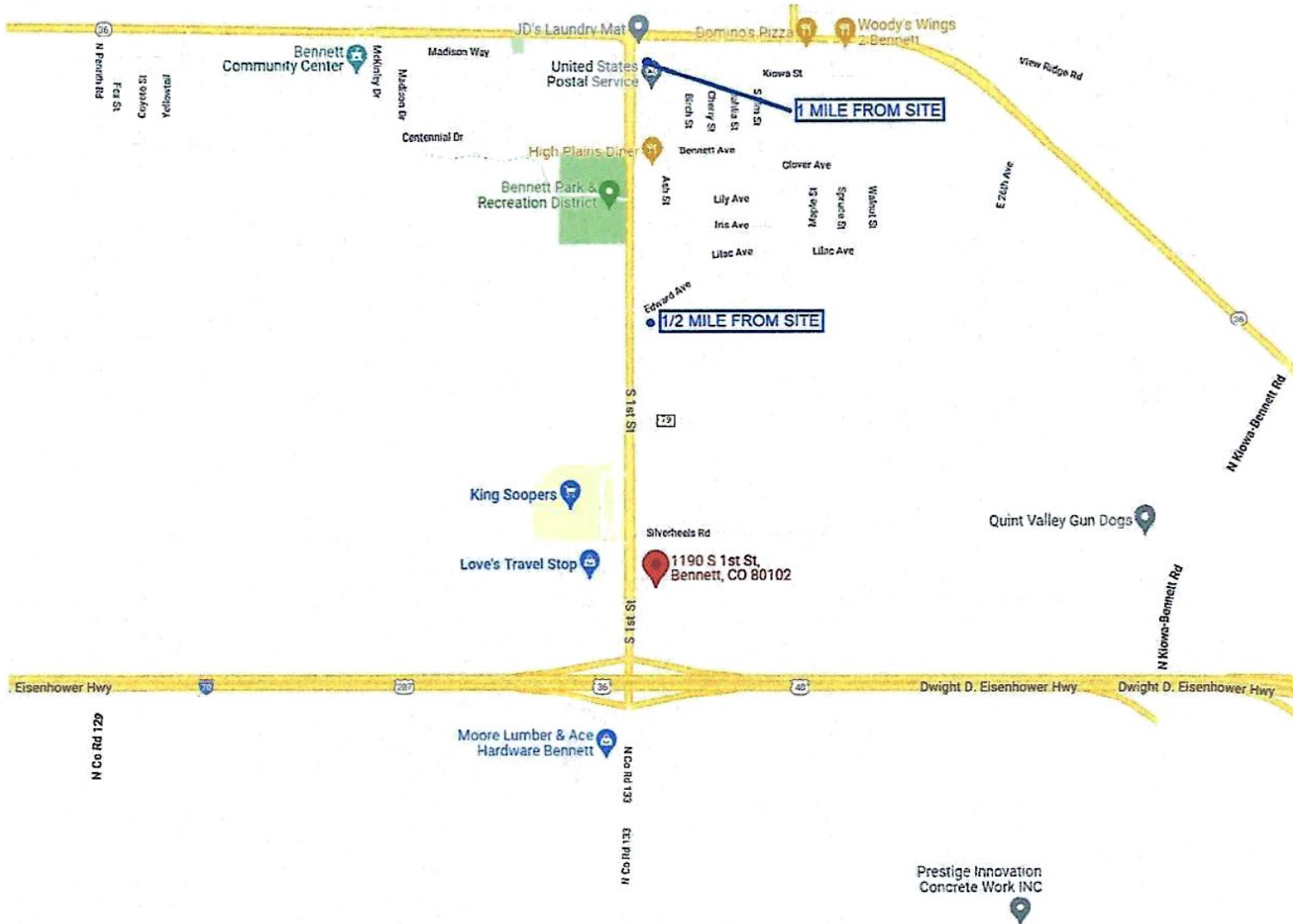
If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
5-11 2022	Kim Cook Kim Cook	251 Birch	66		X	Too much Booze
5-11 22	J WASHINGTON J Washington (Washington)	231 Birch	28	X		Not Enough BOOZE
5-11 22	Oranbon Chase Oranbon Chase	210 Birch	25	X		
5-11 22	Kyle Windecker KM (Windecker)	220 Birch St.	32	X		
5-11 22	Dave Carlson Dave Carlson	231 Birch St. (Cherry St.) ^{DC}	43	X		

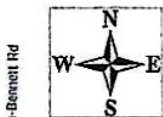
Please sign your name only; First Name, Middle Initial, Last Name.

[illegible]



QuikTrip #4216
1190 S 1st Street
Bennett, CO 80102

APPLICATION FOR A FERMENTED
MALT BEVERAGE OFF-PREMISES
LICENSE



N Kiowa-Bennett Rd



~ AFFIDAVIT OF CIRCULATION ~

I, Nicholas Cimino, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

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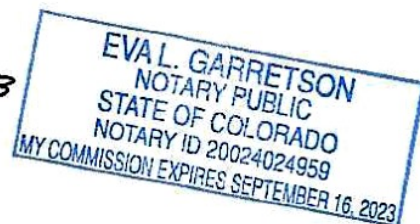
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County of EL PASO) ss.

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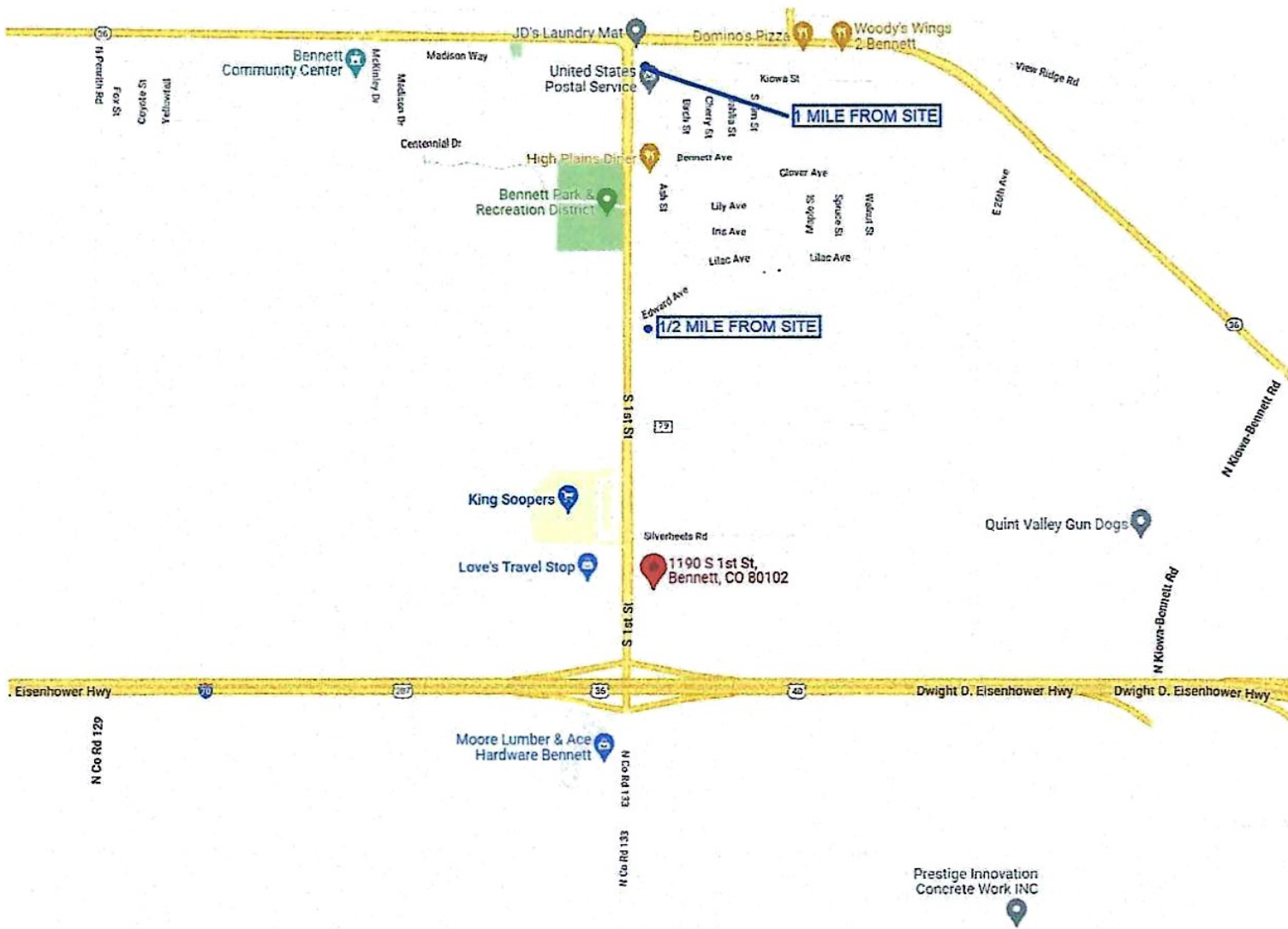
Today's Date w/Year	Printed Name <i>Signature</i>	Street Address	Age	Favor YES X	Oppose NO X	Reason
5/11/22	Dalton Hines <i>Dalton Hines</i>	145 Hancock Ct. Bennett, CO 80102	24	X		
5/11/22	DENISE HINES <i>Denise Hines</i>	145 Hancock Ct Bennett, CO 80102	59	X		
5/11/22	MARE REINHART <i>Mare Reinhart</i>	155 HANCOCK CT. Bennett, CO 80102	62	X		
5/11/22	MARY E GREEN <i>Mary E. Green</i>	155 Hancock Ct Bennett, CO 80102	78	X		
5/11/22	JOSUE RODRIGUEZ <i>Josue Rodriguez</i>	47352 Bennett, CO 80102	64	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
5/11/22	Vija Touchetti	47398 Lilac Ave	29	X		
5/11/22	John Morris	47344 LILAC AVE BENNETT, CO. 80102	50	✓		
5/11/22	Tegan Hewitt	47339 Lilac Ave Bennett CO 80102	32	✓		
5/11/22	Steve Peterson	47347 LILAC Bennett CO 80102	43	✓		QTHos a good r. of v. xh
5/11/22	Perla Godinez	47340 Lilac Ave	31	✓		
5/11/22	Dirk Rasmussen	47315 IRIS AVE Bennett CO 80102	66	X		
5/11/22	Rodrigo Ocon	47302 Iris Ave Bennett CO 80102	40	X		
5/11/22	Alex Luevano	47314 iris Ave Bennett CO 80102	21	X		
5/11/22	Ellen Johnson	47403 Lily Ave Bennett CO, 80102	41	X		
5/11/22	Brian Steeves	47397 LILY AVE BENNETT CO 80102	43	X		
5/11/22	Nick Hess	47377 Lily Ave	62	X		
5/11/22	Tarla Ballaw	47371 Lily Ave	42	X		
5/11/22	Paul Sanchez	47374 Lily Ave	50	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
5/11/22	Brandon Hecker <i>Brandon Hecker</i>	47318 Lily Ave Bennett, CO 80102	29	<input checked="" type="checkbox"/>		
5/11/22	Robert A. Ratz <i>Robert A. Ratz</i>	47348 Lily Ave	40	<input checked="" type="checkbox"/>		
5/11/22	Jill Boggs <i>Jill Boggs</i>	47344 Lily Ave Bennett, CO 80102	54	<input checked="" type="checkbox"/>		
5-11-22	JAKE PLATE <i>Jake Plate</i>	47344 LILY AVE BENNETT, CO 80102	37	<input checked="" type="checkbox"/>		
5-11-22	<i>Maite</i> Maite	47336 Lily Ave	36	<input checked="" type="checkbox"/>		Let them do what they want
5/11/22	Johnnie Lancaster <i>Johnnie Lancaster</i>	47313 Lily Ave	84		<input checked="" type="checkbox"/>	Enough
5/11/22	Beiley Smith <i>Beiley Smith</i>	311 Maple St Bennett CO	27	<input checked="" type="checkbox"/>		
5/11/22	JEFFERY SMITH <i>Jeffery Smith</i>	311 Maple St Bennett CO	29	<input checked="" type="checkbox"/>		
5/11/22	Joseph Remick <i>Joseph Remick</i>	323 Maple St	32	<input checked="" type="checkbox"/>		
5/11/22	ANDREW ASHAW <i>Andrew Ashaw</i>	335 MAPLE ST	25	<input checked="" type="checkbox"/>		
5/11/22	Evan SALAS <i>Evan Salas</i>	397 MAPLE ST	37	<input checked="" type="checkbox"/>		
5/11/22	Letitia Maule <i>Letitia Maule</i>	280 Cleveland Ct	63	<input checked="" type="checkbox"/>		
5/11/22	John Jones <i>John Jones</i>	250 Cleveland Ct	43	<input checked="" type="checkbox"/>		



QuikTrip #4216
1190 S 1st Street
Bennett, CO 80102

APPLICATION FOR A FERMENTED
MALT BEVERAGE OFF-PREMISES
LICENSE



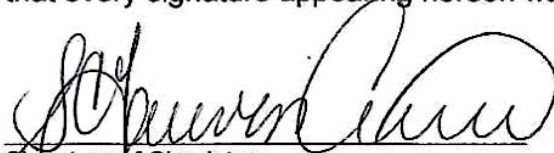
~ AFFIDAVIT OF CIRCULATION ~

I, Sylvie Cimino, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

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Signature of Circulator

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Notary Public

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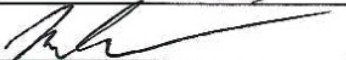

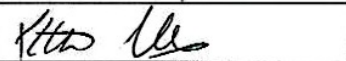
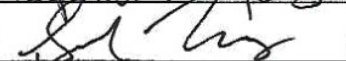


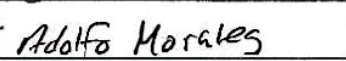
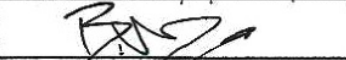
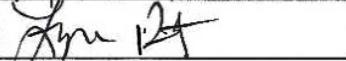
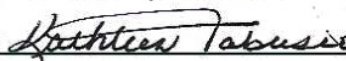
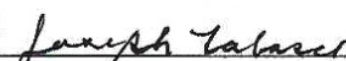
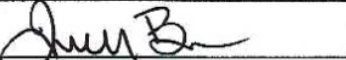
PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

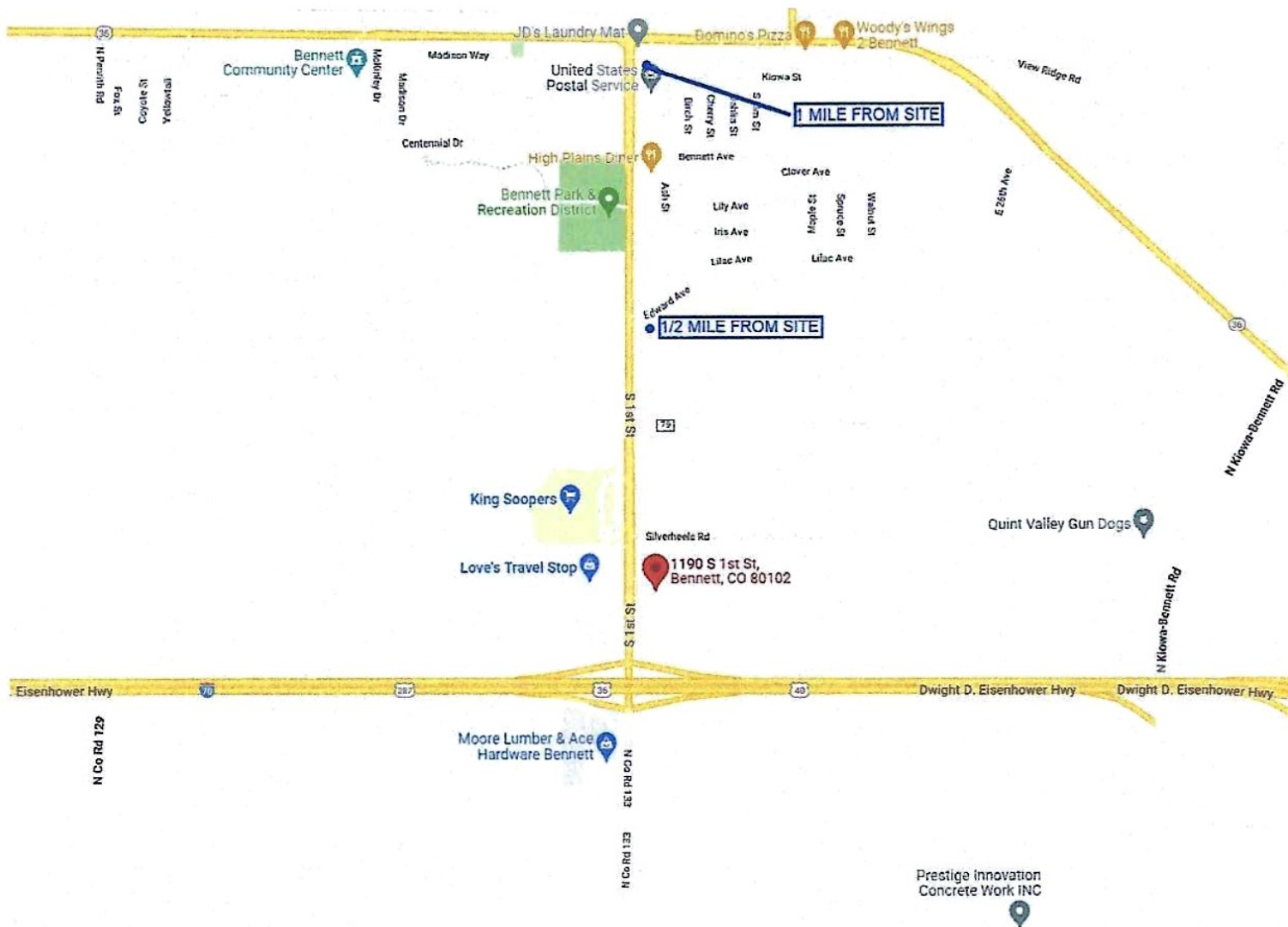
If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
5/11/22	Frances Gomez Frances Gomez	120 Hancock Ct Bennett, CO 80102	77		✓	
5/11/22	Parker Rickey Parker Rickey	47360 Bennett Lilac Ave	25	✓		
5/11/22	Kristian Mangum Kristian Mangum	47368 171st Ave Bennett, CO 80102	28	✓		
5/11/22	HELENA M. CORPUZ Helena M. Corpuz	47402 LILAC AVE. BENNETT, CO 80102	28	✓		
5/11/22	Lesia Bricker Lesia Bricker	47371 Lilac	57	✓		

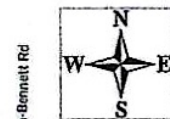
Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
5/11/22	Marissa Torres 	47343 Iris Ave Bennett CO	22	X		
5/11/22	Michael Ross 	47367 Iris Ave Bennett CO	32	X		
5/11/22	Shane Schulte 	47358 Iris Ave Bennett CO	47	X		
5/11/22	Ethan Myers 	175 Hancock Ct Bennett, CO 80102	31	X		
5/11/22	Sophia Myers 	175 Hancock Ct Bennett, CO 80102	29	X		
5/11/22	Wesley Moeder 	160 Coolidge Ct Bennett, CO 80102	34	X		
5/11/22	Imaxina Cruz 	47346 Iris Ave Bennett CO, 80102	30	X		
5/11/22	Adolfo Morales 	310 Maple St Bennett CO 80102	30	X		
5/11/22	William McNamara 	322 MAPLE ST	34	X		
5/11/22	Lynne Peterson 	334 Maple St	41	X		
5/11/22	Kathleen Tabasco 	965 Madison Way	73	X		
5/11/22	Joseph Tabasco 	965 Madison Way	74	X		
5/11/22	Jerome Bronk 	165 HANCOCK CT	58	X		



QuikTrip #4216
1190 S 1st Street
Bennett, CO 80102

APPLICATION FOR A FERMENTED
MALT BEVERAGE OFF-PREMISES
LICENSE



1/4 Klowa-Bennett Rd



~ AFFIDAVIT OF CIRCULATION ~

I, Denise Hines, being of legal age (21 years or older),
do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.



Signature of Circulator

State of Colorado

County of El Paso) ss.

Subscribed and sworn to before me this 11th day of May, 2022




Notary Public

My Commission expires: April 18, 2026

RESIDENTIAL PETITION TO THE TOWN OF BENNETT LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Town Clerk's Office at: 303.644.3249, ext. 101.**

Applicant: QuikTrip Corporation
d/b/a: **QuikTrip #4216**
Address: 1190 S. 1st Street, Bennett, CO 80102
Application for a **NEW Fermented Malt Beverage Off-Premises License**

A **Public Hearing** on this matter will be held by the Bennett Licensing Authority,
Thursday, May 26th, 2022, at 7:00 pm
at Bennett Town Hall
207 Muegge Way, Bennett, CO 80102

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

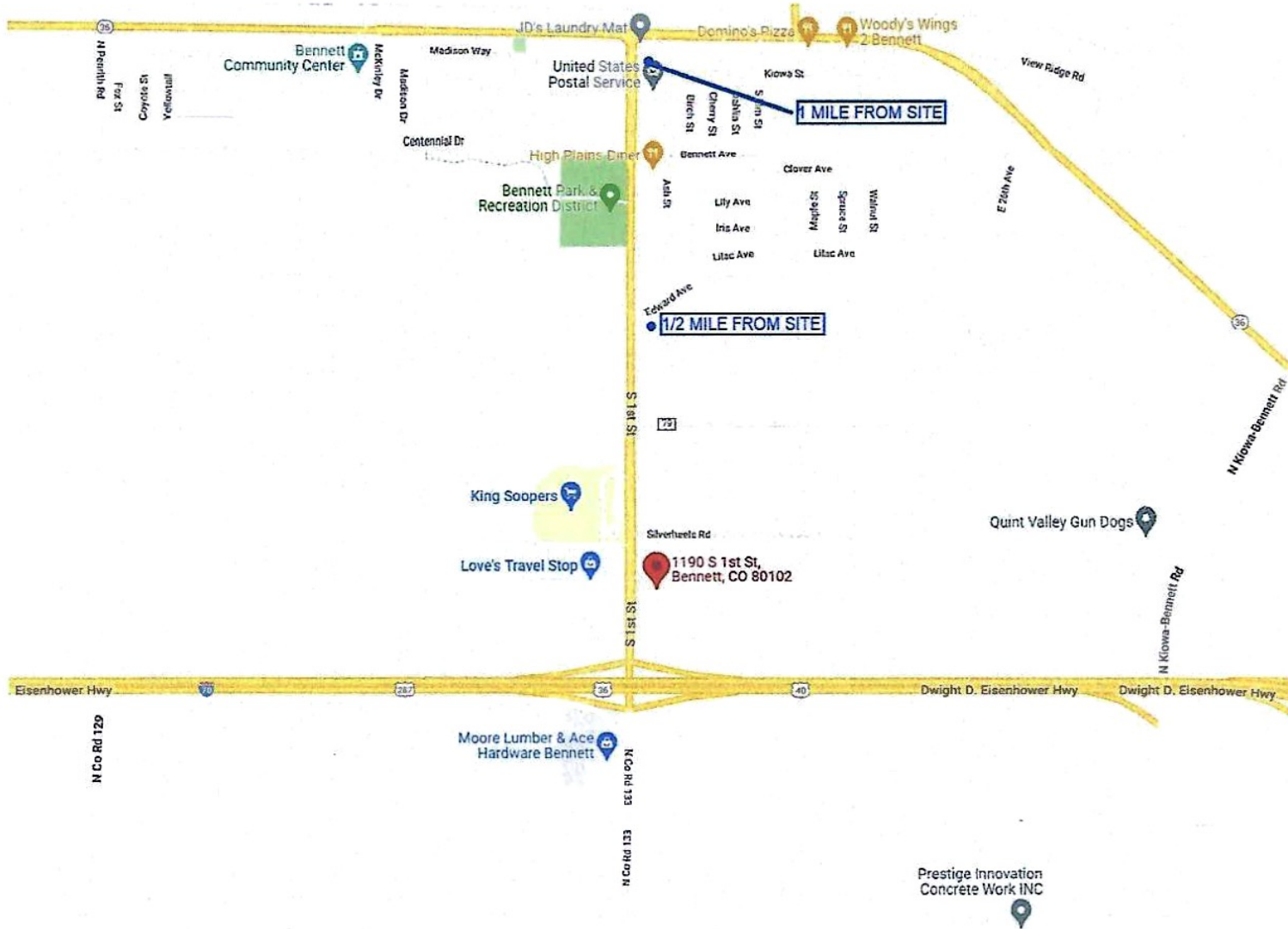
If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name <i>Signature</i>	Street Address	Age	Favor YES X	Oppose NO X	Reason
5/11/22	Fred Wilhelm <i>Fred Wilson</i>	216 Ash St.	38	X		
5/11/22	David Hines <i>D. Hines</i>	145 Yencord CT	57	X		
5/11/22	Jennifer <i>Jennifer</i>	240 Birch	48	X		
5/11/22	Under Frank <i>Under Frank</i>	260 Birch	36			
5/11/22	Linette Bagger <i>Linette Bagger</i>	254 Cherry	32	X		

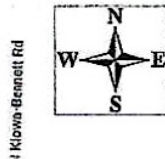
Please sign your name only; First Name, Middle Initial, Last Name.

[illegible]



QuikTrip #4216
1190 S 1st Street
Bennett, CO 80102

APPLICATION FOR A FERMENTED
MALT BEVERAGE OFF-PREMISES
LICENSE



~ AFFIDAVIT OF CIRCULATION ~

I, Elise Cimino, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Elise Cimino

Signature of Circulator

State of Colorado)
County of EL PASO) ss.

Subscribed and sworn to before me this 12TH day of MAY, 2022.

Eva L. Garretson
Notary Public

My Commission expires: SEPTEMBER 16, 2023



BENNETT LICENSING AUTHORITY

FINDINGS AND DECISION



WHEREAS, the Board of Trustees of the Town of Bennett, as the Local Licensing Authority of the Town of Bennett, Colorado, acting pursuant to Article 47 of Title 12 of the Colorado Revised Statutes of 1973, as amended (the "Liquor Code"), has conducted a public hearing on May 24, 2022, on the question of whether it should approve or disapprove the application for a Fermented Malt Beverage Liquor License by QuikTrip Corporation, d/b/a QuikTrip #4216, 1190 South First Street, Bennett, Colorado; and

WHEREAS, the Local Licensing Authority has given notice of said public hearing by publication and posting; and

WHEREAS, a record has been made and considered by the Local Licensing Authority, which record includes the Town Clerk's file containing the application and other required documentation, and includes the exhibits presented at the public hearing, the results of the LiquorPros petition and survey of the needs and desires of the neighborhood, and the testimony presented by the applicant and other interested parties.

NOW, THEREFORE, the Local Licensing Authority on the basis of the record and on the basis of the testimony presented at the public hearing has determined that the application for an off-premise fermented malt beverage liquor license for QuikTrip Corporation d/b/a/ QuikTrip #4216, at 1190 South First Street, Bennett, Colorado, should be and is hereby approved based on the following findings:

1. The Town Clerk's Office established the neighborhood as shown in the Clerk's file, which has been made part of the total record in this case;
2. The application is in proper form and contains all of the information required by the Liquor Code and applicable regulations and ordinances;
3. The license is a proper type of license to be issued;
4. Notices of public hearing were duly published and posted as required by law;
5. The applicant's character, record and reputation are satisfactory;
6. The applicant sustained the burden of proof that the proposed granting of an off-premises fermented malt beverage license would be consistent with the desires of the adult inhabitants and the reasonable requirements of the neighborhood;
7. The proposed premises is not within 500 feet of any public or parochial school or the principal campus of any college, university or seminary;
8. That the health, safety and welfare of the neighborhood will not be adversely affected should the license be issued;
9. All State and Town statutes, codes, ordinances, and regulations have been met or are satisfied.

The appropriate officials of the Town of Bennett Local Licensing Authority are hereby authorized and directed to issue the license as soon as all legal prerequisites have occurred. The Town Clerk is hereby directed to mail a copy of the Findings and Decision to the applicant as provided by law.

PASSED, SIGNED, AND APPROVED THIS 24th DAY OF MAY 2022.

TOWN OF BENNETT, COLORADO
LOCAL LICENSING AUTHORITY

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

Suggested Motion

I move to approve a fermented malt beverage license for QuikTrip #4216 at 1190 South First Street in Bennett, Colorado thereby licensing QuikTrip #4216 to sell off-premise fermented malt beverages.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Sara Aragon, Community Development Manager
DATE: May 24, 2022
SUBJECT: Update to Section 18-10-60 of the Bennett Municipal Code

Background

Section 18-10-60 of the Bennett Municipal Code (Code) outlines exemptions from building permits; however, the current language in the Code is not concise as to what is exempt from a permit and leaves availability for misinterpretation on what does not require a building permit.

The proposed updates to Section 18-10-60 that are listed below would provide additional transparency on what is and is not exempt from a building permit. These updates align with the adopted Building Code. The proposed changes are as follows:

No permit shall be required for:

- (1) ~~Remodeling or reconstruction work that does not involve any expansion of square footage; any plumbing, mechanical or electrical installations or any change in load bearing components.~~
Remodeling or reconstruction work that does not involve any expansion of square footage; or any plumbing or electrical fixture replacements; except that a permit shall be required for equipment or piping/wiring relocation; window, siding and roof replacements; and any other alteration/addition/change to load bearing components.
- (2) Replacement of fences, provided that the new fence is the same height, length, type of materials, color and location as the existing one and a building permit has been previously issued by the Town and is not taller than 7 feet on file with the Town.
- (3) Accessory structures under 200 square feet that meet all the requirements in Sec. 16-2-465 of this Code.
- (4) Concrete flatwork for private use that does not include a curb cut to any public right-of-way or drainage, and is not a foundation for a structural building component.

Staff Recommendation

Staff recommends that the Mayor and Board of Trustees adopt Ordinance No. 741-22, an ordinance amending Chapter 18 of the Bennett Municipal Code regarding exemptions from building permits.

Attachments

1. Ordinance No. 741-22

ORDINANCE NO. 741-22

AN ORDINANCE AMENDING CHAPTER 18 OF THE BENNETT MUNICIPAL CODE REGARDING EXEMPTIONS FROM BUILDING PERMITS

WHEREAS, the Board of Trustees of the Town of Bennett (the “Town”) previously adopted Chapter 18 of the Bennett Municipal Code, which sets forth building regulations; and

WHEREAS, the Board of Trustees desires to amend Chapter 18 of Bennett Municipal Code regarding the exemptions from building permits; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO, AS FOLLOWS:

Section 1. Section 18-10-60 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 18-10-60. – Exemption from permits.

No permit shall be required for:

- (1) ~~Remodeling or reconstruction work that does not involve any expansion of square footage; any plumbing, mechanical or electrical installations or any change in load-bearing components.~~
Remodeling or reconstruction work that does not involve any expansion of square footage; or any plumbing or electrical fixture replacements; except that a permit shall be required for equipment or piping/wiring relocation; window, siding and roof replacements; and any other alteration/addition/change to load bearing components.
- (2) Replacement of fences, provided that the new fence is the same height, length, type of materials, color and location as the existing one and a building permit has been previously issued by the Town and is not taller than 7 feet on file with the Town.
- (3) Accessory structures under 200 square feet that meet all the requirements in Sec. 16-2-465 of this Code.
- (4) Concrete flatwork for private use that does not include a curb cut to any public right-of-way or drainage, and is not a foundation for a structural building component.

**INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED
BY TITLE ONLY THIS 24th DAY OF MAY 2022.**

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

Suggested Motion

I move to approve Ordinance No. 741-22 – An ordinance amending Chapter 18 of the Bennett Municipal Code regarding exemptions from building permits.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Robin Price, Public Works Director
DATE: May 24, 2022
SUBJECT: RFP 22-005 – Kiowa Bennett Concrete Trail Extension

Background

In 2022 the Town was awarded a grant from Arapahoe County Open Space for trail construction north of the Antelope Hills subdivision parallel to Kiowa Bennett Road. The grant includes \$187,500 from Arapahoe County and \$62,500 cash match from the Town for a total budget of \$250,000 for this project. In April 2022, Staff published RFP 22-005 that solicited bids for the total trail construction. The trail construction is laid out by the information shown on the accompanying construction plan set for this project.

The project is from 6th Avenue to the south area that is shown on plans. The scope of work includes site demolition, excavating, grading, subgrade preparation, concrete paving, backfill and fine grading, reseeding and all related construction work and services as required through the construction process for the Kiowa Trail. The project scope is detailed in the attached plans dated 3/24/22 by Terramax, Inc.

RFP 22-005 was published on 4/26/2022, and bids were due by May 16, 2022, at 4:00 p.m.

Summary of RFP Bids

The Town received the following responses:

- **Kuhn Construction Inc.:** The contractor outlined a construction plan that followed the Terramax, Inc. plans. All of the requested items of the RFP were included.
 - Proposed cost for services: \$231,435.81
- **Lucero Concrete Contractors:** The contractor outlined a construction plan that followed the Terramax, Inc. plans. All of the requested items of the RFP were included.
 - Proposed cost for services: \$243,072.00
- **Concrete Express, Inc. dba CEI:** The contractor outlined a construction plan that followed the Terramax, Inc. plans. All of the requested items of the RFP were included.
 - Proposed cost for services: \$323,698.00
- **RCD Construction, Inc.:** The contractor outlined a construction plan that followed the Terramax, Inc. plans. All of the requested items of the RFP were included.
 - Proposed cost for services: \$420,698.00
- **T & M Construction, LLC:** The contractor outlined a construction plan that followed the Terramax, Inc. plans. All of the requested items of the RFP were included.
 - Proposed cost for services: \$429,698.00
- **Lawson Construction:** The contractor outlined a construction plan that followed the Terramax, Inc. plans. All of the requested items of the RFP were included.

- Proposed Cost for services: \$434,429.82
- **Essential Contractors:** The contractor did not include the required Contents of the Proposal specified by RFP. Disqualified bid.
 - Proposed cost for services: \$178,882.60
- **Denver Best Concrete, LLC:** The contractor did not include the required Contents of the Proposal specified by RFP. Contractor also did not include all items on the pricing sheet. Disqualified bid.
 - Proposed cost for services: \$272,148.00

Staff Review

Staff received eight responses to the RFP 22-005. Out of the eight responses, six responses included all of the information and pricing required from the RFP. The review team discussed and identified all qualified vendors by past performance, price, cost variance and timeliness. It was identified through this process that, although the six contractors included all of the information and provided detailed pricing sheets, the price difference was due to various reasons including mobilization, erosion control, and survey costs.

Staff Recommendation

Based on the qualifications and competitive bid, Town Staff recommends the Board authorize the Mayor and the Town of Bennett to enter into a standard Town contract agreement with **Kuhn Construction, Inc.** in an amount not to exceed **\$231,435.81** for the Kiowa Bennett Concrete Trail Extension.

Attachments

1. RFP 22-005
2. Addendum #1 RFI Responses
3. Plan Set 3/24/22 by Terramax, Inc.
4. Essential Contractors
5. Kuhn Construction Inc.
6. Lucero Concrete Contractors
7. Denver Best Concrete, LLC
8. Concrete Express, Inc. dba CEI
9. RCD Construction, Inc.
10. T & M Construction, LLC
11. Lawson Construction

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 4/26/2022
Project Number: 22-005
RFP Title: Kiowa Bennett Concrete Trail Extension
Proposals Due: May 16, 2022, 4:00 p.m., Local Time
Submit Proposals to: Rprice@bennett.co.us

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

7806

For Additional Information Please Contact:

Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

Documents Included in This Package:

RFP Cover Sheet
Project Background and Specifications
RFP Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form
Submission Form
Substitute Form W-9
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to provide a contract for the **Kiowa Bennett Concrete Trail Extension**. 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

This project is to remove the existing asphalt trail from 6th Avenue (2,538.42 L.F.) to the south and tie back into the temporary asphalt trail to allow for the new set back location of a permanent 8' concrete trail along Kiowa Bennett. This trail comes from the Bennett Regional Park and Open Space through the Town of Antelope Hills Subdivision, then North onto Kiowa Bennett Road. Currently the trail is a temporary asphalt and dead ends at 6th. The trail will be set back in Town of Bennett ROW and this will be the new permanent location for the 2,538.42 LF of new concrete trail per plans.

III SCOPE OF WORK

The Town of Bennett desires to solicit proposals from interested firms or persons to provide selective site demolition, excavating, grading, subgrade preparation, concrete paving, backfill and fine grading, reseeding and all related construction work and services as required thorough the construction process for the Kiowa Trail. Project will be bid from Plans dated 3/24/22 by Terramax, Inc. Plan set includes pages 1-20 Town of Bennett Construction Plans Kiowa Trail 2022.

IV PROJECT SCHEDULE

Anticipated milestones for the Project are as follows:

April 26, 2022	Issue Request for Proposal
May 16, 2022	Proposal Submittal Deadline
May 26, 2022	Award Contract
June 13, 2022	Contractor Mobilization and Site Access
July 13, 2022	Project Substantial Completion
July 20, 2022	Project Final Completion

RFP INSTRUCTIONS

I QUESTIONS ABOUT RFP

All inquiries regarding this RFP shall be made in writing to Robin Price, Public Works Director, rprice@bennett.co.us no later than five (5) days before Proposals are due.

II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town's website as soon as available and shall be the responsibility of the Proposer to obtain all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an addendum will be issued announcing the new date.

III CONTENTS OF PROPOSAL

The Proposal shall contain, at a minimum, the following information:

1. Statements of Qualifications including:
 - i. General firm information including length of time in business
 - ii. Resumes of key project personnel and percent of team that is local
 - iii. Location of key project personnel and availability
2. Proposed Project team including Project Manager and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.
3. Approach to completing the Project, including addressing the elements of the Scope of Services contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the Proposer.
4. Project descriptions and references from at least three projects with similar size, type, and scope. These projects should demonstrate the experience of the project team and should have been completed during the past five years. The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.
5. Proposed schedule to complete the Project.
6. Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.
7. Signed copy of the cover page of this RFP (page 1 of this RFP)
8. Completed Pricing Form (form attached)

9. Completed Submission Form (form attached)
10. Completed Sample W-9 (form attached)
11. List any requested deviations from the attached Sample Agreement

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

One (1) copy of the Proposal shall be submitted via email, hand-delivery or mail to:

Town of Bennett
Attn: **Robin Price, Public Works Director**
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email: **rprice@bennett.co.us**

Hand-delivered or mailed Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP.

For emailed Proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of 25 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.

April 26, 2022	Issue Request for Proposal
May 10, 2022	Question Submittal Deadline
May 16, 2022	Proposal Submittal Deadline
May 17, 2022	Bid Opening
May 25, 2022	Award Notification
May 26, 2022	Award Contract

]

TERMS AND CONDITIONS

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

COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

QUALIFICATIONS OF CONTRACTOR: The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NON-APPROPRIATION: Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1st 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	2,538	LF	6" Concrete Trail		\$0.00
2	2,538	LF	Removal of existing asphalt path		\$0.00
3	1	LS	Reseeding any vegetation that has been disturbed		\$0.00
4	1	LS	Mobilization		\$0.00
5	1	LS	Final Grading		\$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

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
ATTN: Purchasing
207 Muegge Way
Bennett, CO 80102

Attn: Person in Charge
Title
RFP:

Does your proposal comply with all the terms and conditions? If no, indicate exceptions YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions YES / NO

State percentage of prompt payment discount, if offered _____ %

State total bid price (include all items bid) _____

State total bid price with discount _____

The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.

SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION
(A copy of the W-9 instructions is available upon request)

Vendor# _____

1 NAME OF FIRM:

NAME (Legal Name)

BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED
(if different from above):

NAME (As it appears on invoice)

ADDRESS

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

STREET ADDRESS

CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax	(303) 644-4125
By mail	Town of Bennett
	ATTN: Danette Ruvalcaba
	207 Muegge Way
	Bennett, CO 80102

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____ - _____ - _____

OR

Federal Identification Number _____ - _____

Name of Business Owner (please print) _____

Check Appropriate Box:

☐ Corporation

☐ Partnership

☐ Government

☐ Individual/Sole Prop

☐ Non-Profit Organization

☐ Other

Other

(Must explain)

CERTIFICATION

Under penalties of perjury, I certify that:

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

Signature _____

Date _____

Print Name _____

Telephone Number () _____

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT UNTIL
YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

☐ Merchandise Only

☐ Services

☐ Attorney

☐ Employee expense reimbursement

☐ Contract Labor

☐ Non Attorney

☐ Garnishment / Child Support

☐ Other (Explain)

☐ Damage awards & other reimbursement

☐ Sale of Land

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

**INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF
BENNETT AND _____**

1.0 PARTIES

The parties to this Agreement are the **Town of Bennett**, a Colorado municipal corporation, hereinafter referred to as the “Town,” and _____[**contractor name**]__, a Colorado _____[contractor business entity]__, hereinafter referred to as the “Contractor.”

2.0 RECITALS AND PURPOSE

- a) The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).
- b) The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- a) The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are pre-approved by the Town Administrator. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- b) The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one and one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- a) The Town designates _____[staff member]_, _____[staff title]_, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- b) The Contractor designates _____[Contractor's project manager's name]_ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be _____[start date]_, 20__ to _____[end date]_, unless the Agreement is sooner terminated pursuant to Section 13, below. The Contractor's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Bennett Board of Trustees, in its sole discretion.

7.0 INSURANCE

- a) The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Bennett, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Bennett, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If

the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Bennett under this contract.

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of 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

- a) This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

- b) In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Adams County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "Town of Bennett Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested,

by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Bennett
Attn: Town Administrator
207 Muegge Way
Bennett, CO 80102
Telephone: (303) 644-3249
Fax: (303) 644-4125

If to the Contractor:

_____[Contractor name]_____
_____[Contact person]_____
_____[address]_____
_____[city, state, zip]_____
Telephone: _____
Fax: _____

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF BENNETT
A Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
Town Clerk

CONTRACTOR:

By: _____
Title: _____
Date: _____

Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

Exhibit B

**Town of Bennett Public Services Contract Addendum
Prohibition Against Employing Illegal Aliens**

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: _____
(Prospective Contractor)

To: Town of Bennett

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 20__.

Prospective Contractor _____

By: _____

Title: _____

State of Colorado

ACKNOWLEDGMENT

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing Certification was acknowledged before me this ____ day of _____, 20__, by [Name] _____, for [Company Name] _____.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public



Town of Bennett

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

REQUEST FOR PROPOSALS ADDENDUM #1

Date: 5/11/22
Proposal Number: RFP 22-005
Proposal Title: **Kiowa Bennett Concrete Trail Extension**
For Additional Information Please Contact: Robin Price, Public Works Director
(303) 644-3249 ext 1013
rprice@bennett.co.us

Documents Included in Addendum #1: New Instructions below / RFI Responses

This Addendum supersedes previously issued "Request for Proposal" (RFP) Documents by adding to, deleting from and/or modifying them as set forth herein. To the extent any such addition, deletion or modification result in any conflict or inconsistency between the previously issued RFP Documents and this Addendum, this Addendum shall take precedence.

Request for Proposals, various sections and information previously provided are clarified or modified via the following information, provided as responses to submitted questions:

1. Can the Engineer provide contractors with the CAD files or his summary of earthwork quantities?
Yes, CAD files can be sent if requested and the engineer estimate is 2,800 CY of export
2. The typical section & cross sections show an earthwork cut (export), should there be an additional pay item added to your pricing form to capture this scope? **Town does not require you to follow the current pricing form scope. Contractor can provide bid schedule and break out as you see necessary to capture all of the scope.**
3. Should an item be added for the strip, stockpile and replacement of topsoil? **Please refer to sheet 3 note 2**
4. Typical section shows soil embankment as imported materials, is this required? **No this is not required contractor can use existing native soil**
5. Shall it be assumed that slope grading east of the new sidewalk will tie into the right-of-way (at the existing fence line), or will the existing fence need to be removed and replaced? **Contractor will need to stay within the ROW and within the fence no fence will be removed or replaced**
6. Shall the mobilization item include cost of various additional required costs, such as:
Construction staking, material testing – quality control only
Traffic management – barricades, TCS and flagging as required?
Potholing

Erosion control Plan & required BMP's?

Construction staking should be included as part of your bid, material testing will be with Kumar and contractor is responsible to schedule the testing but Kumar will bill Town directly. The trail will be closed during construction and necessary closure and trail work signs will be provided by The Town any traffic control that is required can be provided by The Town. Any potholing should be included in the bid and the Town does not require erosion control permit it is contractor's responsibility to follow any state permit guidelines. Please refer to Item 8 & 9 sheet 2.

7. Does the Town have any locations for excess earthwork?

The 2,800 CY of export stated above can be stockpiled on the south end of the project of the trail limits in Town ROW

8. Are there any anticipated utility relocations required for the work area? ***Please do not include any utility relocations in the bid***

9. Who provides the construction surveying? ***Contractor provides the construction surveying The Town will provide CAD and control points.***

10. Is a bid bond required? **No**

11. Do we need to provide 6" of CDOT class 6 road base over the entire length of the new concrete trail? ***The Town does not require bedding and please delete the requirement of the 6" CDOT class 6 that is not required.***

12. Is CDOT 4500 psi Class D/B acceptable? **yes**

13. Does the concrete need any type of reinforcement, such as fibermesh? ***Town requires fibermesh but no rebar. The control joints are to be sawed.***

14. Do you plan to have CDOT inspectors involved on this project? **This is a Town road and a Town project CDOT has no involvement in this project.**

15. What is the thickness of the existing asphalt? **3-4" asphalt and the asphalt can be taken to 905 4th street to be dumped with existing asphalt piles.**

16. What is the engineer's project estimate? ***The Town has sufficient resources for the cost of this project and will not be providing an estimate.***

17. Water access. Is there a fire hydrant close, or can we get a truck or more of water from the town yard for dust control? Or do we need to rent a construction water meter from the town? Cost associated for the meter if required? **The closest fire hydrant will be at the Antelope Hills Sub Division to the south of the trail. The Town will provide a water meter.**

18. Does the town have a stockpile of fill soils available for the small amount possibly needed for the area of demo for the asphalt trail? Or do you want us to field fit the slope in the barrow ditch between the poles and the road edge to accommodate the needed fill before topsoil spreading for seeding? **Please use existing native soil to grade and backfill before seeding.**

19. It appears there is a storm inlet approximately 62 ft south of the LOC, East of Kiowa Bennett Rd. Please confirm. It is located right in the centerline of the high-line power poles. **This is outside of the project limits.**

20. There is an asphalt private driveway at approximately .3 miles south of CR 6. It goes east of the Kiowa Bennett Rd. 20 ft wide. Do we come up to the asphalt on each side (North/South) and tie into this asphalt at grade with the new concrete walk? There is a grey 2-car garage and small

outbuilding to the east for a reference point. **The asphalt driveway is designed to match existing grade. Contractor will need to cut and form sidewalk to existing grade per plan. Any asphalt that is damaged from contractor will need to be repaired.**

21. How wide is the easement on the east side of the high-line poles? On the North end, the gap from center of poles to the private 4-wire fence is about 14ft. That allows for the 1'6" ROW edge, then 8ft new concrete walk, then approximately 4ft of gap to the poles. It seems like a sufficient space to stay east of the pole line. But as you go south, the pole line crowds to the west where at 2600LF from CR 6, the centerline of poles is about 24ft east of the edge of asphalt. South end is about 32ft from edge of asphalt (Kiowa Bennett Rd). Do you want us to parallel the pole centerline and stay about 4ft of gap from the poles? This seems like the logical design? Otherwise, the walk looks like it is moving east of the poles as it travels south. This could look bad in the hay field on the south end. Please advise. **Please follow the plans and stay consistent off of the fence line and work around the poles.**
22. Is there a provision for a delay in seeding until the fall for disturbed areas? Planting in July seems it will have a germination issue. If the contractors need to provide this service, is an addendum provided to get substantial completion done in July to start the warranty process, with a retainage kept for the cost that was bid to do the reclamation later in the year? **Please include seeding will discuss with contractor that is hired.**
23. No indication on the plans for an entrance to the LOC site for a VTC pad. (South end versus North end). **Contractor can access both north and south ends and include VTC pad on either end**
24. Same question for placement of a concrete washout area for the concrete trucks. **Any concrete washout areas can be done in Town ROW and cleaned up at the project close.**
25. Trash receptacle and Toilet placement, Stabilized staging areas: Where do you want these? Are they to be provided by the town? It looks like ideal placement is near the Asphalt drive in the middle of the LOC. **Contractor is responsible for any trash, toilet, etc. that is needed to perform this work. Contractor can provide The Town at start of project locations.**
26. Is there a requirement by the Electrical Utility Company to have personnel on site while we are grading the east side and removing asphalt from the west side, as well as final grading right up to the poles? This also brings up the question on page 20 about the "future" Type I and Type H road details. It puts the poles in the traffic lanes. Easement is different in the plans than the actual. **No requirement by electrical company to be on site. Please disregard any future plans and place trail per existing plans.**
27. The cross-section detail sheets for STA 0+00 to STA 26+50 do not match the actual easement/pole centerline from the edge of asphalt. Please advise. **The cross section is to the east side of edge of pavement.**
28. Page 20 shows a Curb/Gutter detail which is presumed to be a "future" scope, not within this project? **Sheet 20 is long term future Town reference only.**
29. Based on the start date of June 13th and the Completion date of July 13th there is 30 Calendar Days to complete this project. Is this a Calendar Day contract? Will weekend work be allowed? **This is not a calendar day project once a contractor is chosen the schedule will be agreed upon and weekend work is allowed.**
30. Please confirm that the typical CDOT Expansion joint is acceptable every 500 feet and if so will they need to be sealed? **Yes, and Yes.**

31. Is there a warranty required for this project? **Yes, a year warranty.**
32. Is the contract for this project a unit price contract or a lump sum contract? **Lump Sum**
33. Could earthwork items like clearing and grubbing and unclassified Excavation (CIP) be added to the pricing items. **All pricing should be included in the bid. Contractor can provide a different line item it is not required to use the line item of The Town.**
34. I counted 5 Communications pedestals that appear to be in the middle of the cut, they appeared to be in conflict with the new design grade. How are these to be addressed. ***Ditch can be re-routed around the pedestals where possible. If pedestal adjusts are required, the Town will arrange with ES Telephone for adjustment via the Town's Franchise Agreement. There will no GC deadline penalty for delays due to pedestal relocates.***
35. The alignment of the power poles appears to be in conflict with the new trail alignment on the south side of the trail approximately Sta 0+00 to at least SSTA 6+00. Looking at the pic below the asphalt trail is approximately 8 feet wide. So in comparison the pole is less than maybe 6 feet from the property fence on the east side where the trail is designed to be. Is the intent to pour around the power poles ***We have reviewed the survey and the construction plans again, and we do not find the area you are describing. The Town has acquired an additional 17 feet of right-of-way, so there may be remnant fence that has not been moved at this time. There is sufficient right-of-way east of the power poles; there is generally 15-feet clear from poles to property line. The GC does not need to include cost for fence removal or replacement, if this must be done by the property owner, the Town will order and direct. There will be no schedule delay penalty to the GC for fence relocation by the property owner(s).***

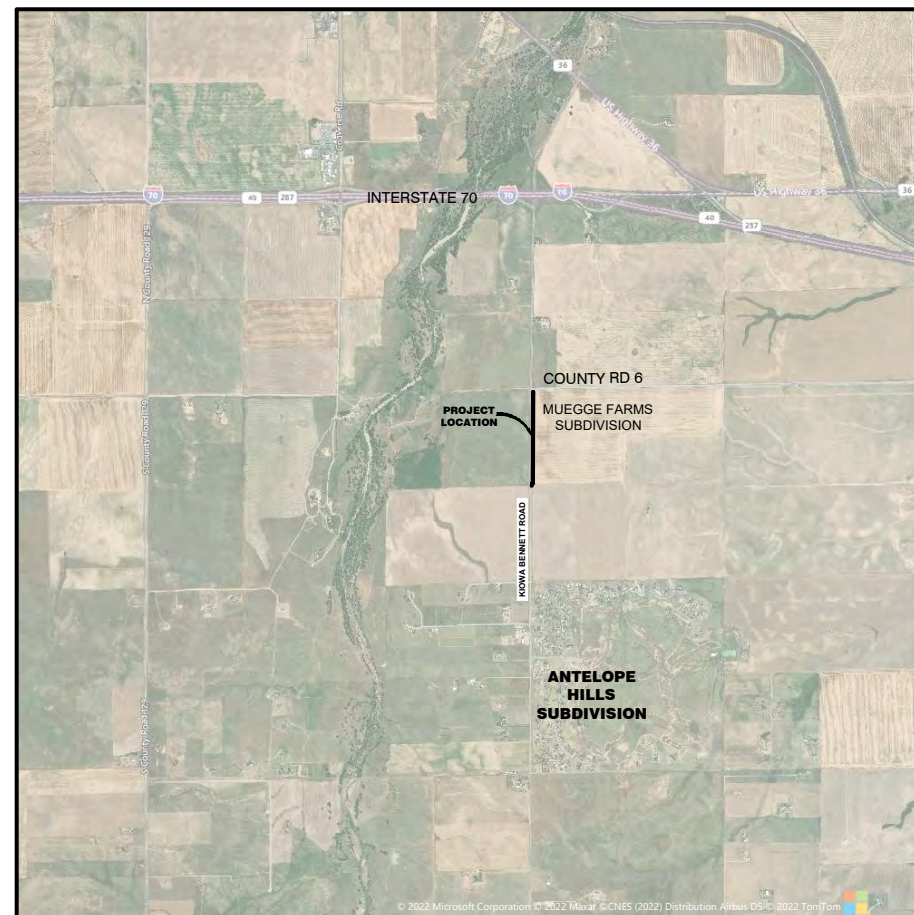
TOWN of BENNETT CONSTRUCTION PLANS KIOWA TRAIL 2022

BENNETT, COLORADO MARCH, 2022

PROJECT OWNER: Town of Bennett
207 Muegge Way
Bennett, CO 80102

CIVIL ENGINEER: Terramax, Inc.
4220 Golf Vista Drive
Loveland, Colorado 80537
(303) 929-3194

VICINITY MAP
SCALE 1" = 2,000'



Sheet List Table	
No.	Sheet Title
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3	GENERAL NOTES AND SPECIFICATIONS
4	TYPICAL SECTION
5	SITE PLAN
6	PLAN AND PROFILE (1)
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20	TYPICAL FUTURE ROAD BUILDOUT SECTIONS



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TOWN OF BENNETT
Kiowa Bennett Road Trail

COVER SHEET

Project No. 728

Date 24/MAR/22

By LD

Scale As Noted

Sheet Page 119

1 20

Plot Date: 03/24/22-1:10pm, Plotted by:mtkld, Drawing Path: N:\TERRAMAX\Bennett\Kiowa Trail\Plan Set\2021 Design\Drawing Name:Kiowa Trail Gen Notes exhibit.dwg

GENERAL NOTES:

1. SPECIFICATIONS. THE PROJECT SPECIFICATIONS SHALL BE THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, LATEST REVISIONS, LATEST SPECIAL PROVISIONS, AND INCLUDING DIVISION 100, GENERAL PROVISIONS. THE STANDARD SPECIFICATIONS ARE AVAILABLE DIRECTLY FROM CDOT.
2. QUALITY ASSURANCE (QA) / QUALITY CONTROL (QC): FOR QA–QC PER THE SPECIFICATIONS, THE SELECTED CONTRACTOR IS REQUIRED TO PROVIDE QUALITY CONTROL FOR THE PROJECT, AND THE LOCAL AGENCY (TOWN OF BENNETT, PROJECT OWNER) IS REQUIRED TO PROVIDE QUALITY ASSURANCE.
3. RIGHT–OF–WAY LIMITS. PROJECT PROPERTY AND ROAD RIGHTS–OF–WAY AS SHOWN ON THESE PLANS ARE UNDER THE OWNERSHIP AND CONTROL OF THE TOWN OF BENNETT. EXISTING FENCE IS NOT TO BE DISTURBED BY THIS PROJECT WORK. ANY DISTURBANCE OR DAMAGE TO EXISTING FENCING ADJACENT TO THE PROJECT BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AT HIS SOLE EXPENSE. PROJECT WORK AND ACTIVITIES ARE NOT ALLOWED OUTSIDE KNOWN TOWN OF BENNETT PROPERTY OR RIGHT–OF–WAY CONTROLLED AREAS, AS SHOWN ON THESE PLANS.
4. CONSTRUCTION EASEMENT. THE TOWN OF BENNETT HAS NOT OBTAINED ADDITIONAL CONSTRUCTION EASEMENT FOR THIS PROJECT WORK, TEMPORARY OR PERMANENT. THE CONTRACTOR SHALL CONFINE ALL PROJECT WORK AND RELATED ACTIVITIES TO THE TOWN OF BENNETT PROPERTY AND RIGHT–OF–WAY UNLESS THE CONTRACTOR MAKES HIS OWN ARRANGEMENTS DIRECTLY WITH AFFECTED ADJACENT PROPERTY OWNERS. IN SUCH CASE, THE CONTRACTOR SHALL PROVIDE THE TOWN OF BENNETT WRITTEN, SIGNED COPIES OF ANY AGREED CONSTRUCTION AGREEMENT ARRANGEMENT.
5. CONTROL OF WORK AREA. THE PROJECT WORK AREA SHALL BE UNDER THE CONTRACTOR’S CONTROL FOR THE DURATION OF THE PROJECT THROUGH SUBSTANTIAL COMPLETION. DURING THAT TIME, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ACTIVITIES AND WORK WITHIN THIS AREA, INCLUDING CONSTRUCTION MEANS AND METHODS, ACCESS, SAFETY, SECURITY, SOIL DISTURBANCE, PROTECTION OF UTILITIES AND IMPROVEMENTS. THE CONTRACTOR IS RESPONSIBLE FOR PROJECT WORK AREA COMPLIANCE WITH ALL FEDERAL AND STATE LAWS, CODES, PERMITS AND REQUIREMENTS. THE CONTRACTOR SHALL GRANT ACCESS FOR REVIEW, OBSERVATION AND INSPECTION OF THE SITE AND WORK TO THE TOWN OF BENNETT AS WELL AS OTHER AGENCIES HAVING RIGHTFUL JURISDICTION.
6. INDEMNIFICATION. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE TOWN OF BENNETT AND TERRAMAX, INC. THE PROJECT ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE TOWN OF BENNETT OR THE PROJECT ENGINEER.
7. PERMITS. THE CONTRACTOR SHALL SECURE THE NECESSARY PERMITS AND CLEARANCES REQUIRED TO PERFORM THE REQUIRED CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PERMITS IN HIS POSSESSION AND IN GOOD STANDING THROUGHOUT THE

ENTIRE PROJECT DURATION. ONE COPY OF EACH REQUIRED PERMIT SHALL BE KEPT ON THE PROJECT SITE DURING ALL PROJECT WORK. AT THIS TIME, THE PERMITS ARE KNOWN TO INCLUDE A STORMWATER DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT (CDPH&E). THE CONTRACTOR WILL NEED APPROPRIATE AIR POLLUTANT EMISSION NOTICE (APEN) DOCUMENTATION FOR EQUIPMENT USED ON THE PROJECT. ALL COSTS ASSOCIATED WITH THE STORMWATER DISCHARGE PERMIT SHALL BE BORNE BY THE CONTRACTOR, INCLUDING APPLICATION FEES AND EXPENSES.

8. BEST MANAGEMENT PRACTICES. THE CONTRACTOR SHALL AT A MINIMUM PROVIDE THE TOWN OF BENNETT A COPY OF THE EROSION AND SEDIMENT CONTROL PLAN PORTION OF THE STORMWATER MANAGEMENT PLAN (SWMP) REQUIRED BY THE CDPH&E FOR THE STORMWATER DISCHARGE PERMIT, INCLUDING PLANNED BEST MANAGEMENT PRACTICES FOR THE PROJECT.
9. PROJECT IMPACTS. REGARDLESS OF CDPH&E STORMWATER DISCHARGE PERMIT, APEN AND FUGITIVE DUST CONTROL REQUIREMENTS, AND SWMP PROVISIONS, THE TOWN OF BENNETT RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR AT HIS SOLE EXPENSE TO UNDERTAKE ADDITIONAL MEASURES AS NEEDED TO APPROPRIATELY ADDRESS MUD, DUST, FLOODING, EROSION, SEDIMENT CONTROL AND OTHER ENVIRONMENTAL AND PROJECT DISTURBANCE ISSUES AT THE SITE TO PROTECT ITS PROPERTY, RESIDENTS, OPERATIONS AND INFRASTRUCTURE.
10. APPROVED PLANS. CONTRACTOR SHALL WORK FROM AN APPROVED CONSTRUCTION PLAN SET, ISSUED "FOR CONSTRUCTION", SEALED, SIGNED, AND DATED BY THE PROJECT ENGINEER OF RECORD, DANIEL P. GIROUX, P.E. CONTRACTOR SHALL MAINTAIN AT LEAST ONE SET OF THE SIGNED, APPROVED PLANS ON–SITE AT ALL TIMES THROUGHOUT THE PROJECT EXECUTION.
11. NOTIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE TOWN OF BENNETT, A MINIMUM OF THREE FULL BUSINESS DAYS PRIOR TO THE COMMENCEMENT OF PROJECT WORK ON SITE, AND A MINIMUM OF TWO FULL BUSINESS DAYS PRIOR TO REQUIRED TESTING OR INSPECTIONS. THE CONTRACTOR SHALL PROVIDE THE TOWN OF BENNETT A MINIMUM OF THREE BUSINESS DAYS’ NOTICE FOR ANY UTILITY OUTAGES.
12. TESTING AND INSPECTIONS. INSPECTIONS BY THE TOWN OF BENNETT WILL BE REQUIRED AT MINIMUM FOR CULVERT EXTENSIONS, CULVERT BACKFILL, RIPRAP, BASE PROOF–ROLL, ASPHALT PILE DRIVING, CONCRETE FORMS, REBAR AS APPLICABLE, AND CONCRETE POURS. TESTING WILL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
13. SURVEY CONTROL. HORIZONTAL DATUM IS BASED ON US STATE PLANE. VERTICAL DATUM IS NAD 83. ADDITIONAL DETAILED INFORMATION REGARDING BENCHMARKS IS ALSO AVAILABLE FROM KEITH WESTFALL, PLS, HIGH PRAIRIE SURVEY CO., KIOWA, COLORADO. PHONE (303) 621–8672 OFFICE.
14. SITE SURVEY. THE PROJECT AREA HAS BEEN SURVEYED BY KEITH WESTFALL, PLS, AND THAT SURVEY HAS BEEN USED AND REPRESENTED IN THESE PLANS BY TERRAMAX, INC., THE PROJECT ENGINEER. IF THE CONTRACTOR DOES NOT ACCEPT THE EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION OR RESERVATION, HE SHALL HAVE MADE, AT HIS EXPENSE, A TOPOGRAPHIC SURVEY OF THE DISPUTED AREA(S) BY A REGISTERED COLORADO PROFESSIONAL LAND SURVEYOR (PLS), AND SUBMIT IT TO THE TOWN OF BENNETT FOR REVIEW PRIOR TO THE COMMENCEMENT OF WORK.

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TOWN OF BENNETT
Kiowa Bennett Road Trail

EAST EDGE OF NEW TRAIL

GENERAL NOTES AND SPECIFICATIONS

Project No.	728
Date	24/MAR/22
By	LD
Scale	N/A
Sheet	Page 120
2	20

Plot Date: 03/24/22-1:10pm, Plotted by:mtkld, Drawing Path: N:\TERRAMAX\Bennett\Kiowa Trail\Plan Set\2021 Design\Drawing Name:Kiowa Trail Gen Notes exhibit.dwg

1. SURVEY CONTOUR INTERVALS. THE CONTOURS FOR EXISTING AND PROPOSED PROJECT GRADES AND ELEVATIONS ARE SHOWN ON THESE PLANS AT ONE FOOT (1') INTERVALS UNLESS SPECIFICALLY NOTED.
2. SCALPING AND TOPSOIL. IN CURRENTLY VEGETATED PROJECT AREAS, THE CONTRACTOR SHALL STRIP A MINIMUM 6" DEPTH OF EXISTING SURFACE SOIL MATERIALS THROUGHOUT THE TRAIL FILL LIMIT (FOOTPRINT) AREA, AND STOCKPILE THOSE MATERIALS FOR FINAL REDISTRIBUTION AS TOPSOIL. THE GRASS AND GRASS ROOTS ORGANICS ARE ACCEPTABLE AND DESIRABLE TO REMAIN IN THE STRIPPED MATERIALS FOR TOPSOIL REDISTRIBUTION. NONE OF THESE MATERIALS MAY BE USED FOR FILL MATERIAL UNDER THE ROADWAY EMBANKMENT OR PAVEMENT. THESE STRIPPED MATERIALS DO NOT NEED TO BE REMOVED FROM THE PROJECT SITE.
3. PLANTING. ALL DISTURBED PROJECT AREAS NOT PLANNED FOR PAVEMENT SHALL BE MULCHED AND SEEDED IN ACCORDANCE WITH THE SPECIFIED PROJECT SEED MIX. THE CONTRACTOR IS RESPONSIBLE FOR WATERING THROUGH PROJECT CLOSE-OUT AND ACCEPTANCE. FOR PROJECT REVEGETATION, THE CONTRACTOR SHALL PERFORM THE FOLLOWING:
 - USE SHARP BROTHERS COMPANY "LOW GROW MIX" OR EQUIVALENT AT 90 POUNDS LIVE SEED PER ACRE (PLS/ACRE), CERTIFIED WEED-FREE, IN THE FOLLOWING SEED PROPORTIONS:
 - 30% CRESTED WHEATGRASS, EPHRIAM
 - 25% PERENNIAL RYEGRASS, VNS
 - 20% SHEEP FESCUE, VNS
 - 15% CHEWING FESCUE, JAMESTOWN OF BENNETT IV
 - 10% CANADA BLUEGRASS, RUEBENS

THE SEED SHALL BE DRILLED, NOT BROADCAST, THEN A HYDROMULCH SHALL BE APPLIED AFTERWARDS.

THIS REVEGETATION APPROACH SHALL BE PERFORMED FOR ALL NON-PAVED AREAS DISTURBED BY THE PROJECT AND RELATED ACTIVITIES, UNLESS OTHERWISE NOTED OR APPROVED BY THE PROJECT ENGINEER OR CDOT.

GRASSED PROJECT STORAGE AND STAGING AREAS DISTURBED FOR PROJECT USE THAT BECOME HARD-COMPACTED SHALL BE DISCED, HARROWED OR SIMILAR AS NECESSARY TO ENCOURAGE ROBUST REVEGETATION.
4. 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.
5. 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.
6. 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 AFFECTED PROPERTY OWNERS, INCLUDING THE COLORADO DEPARTMENT OF TRANSPORTATION AND APPROPRIATE AUTHORITIES HAVING JURISDICTION (AHJ'S).

7. UTILITY LOCATES. THESE DRAWINGS DO NOT PURPORT TO PROVIDE A COMPLETE RECORD OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE. THE CONTRACTOR SHALL FIELD-VERIFY ALL UTILITY LOCATIONS IN THE FIELD, INCLUDING THROUGH TIMELY NOTIFICATION TO THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC OR "ONE-CALL"), AMONGST OTHER MEASURES, BEFORE COMMENCING PROJECT WORK. TERRAMAX, INC. AND KING SURVEYORS HAVE MADE REASONABLE AND CUSTOMARY EFFORTS TO IDENTIFY AND DOCUMENT UTILITY LOCATIONS ON THE PROJECT SITE. SINCE TERRAMAX, INC. AND KING SURVEYORS MUST RELY ON THE INFORMATION AND EFFORTS OF OTHERS, KING SURVEYORS AND TERRAMAX, INC. MAKE NO REPRESENTATIONS AS TO THE ACCURACY OR RELIABILITY OF THE PLANS REGARDING UTILITY LOCATIONS. NOTABLY, THE UTILITY LOCATE INFORMATION USED IN THE DEVELOPMENT OF THESE PLANS DID NOT INCLUDE VERTICAL ELEVATION OR DEPTH OF BURY/COVER. BASED ON HIS OWN INDEPENDENT INVESTIGATIONS, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER, DAN GIROUX, P.E. OF TERRAMAX, INC. OF ANY DISCREPANCIES OR CONFLICTS REGARDING THE UTILITY LOCATIONS PRIOR TO COMMENCEMENT OF WORK.

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TOWN OF BENNETT
Kiowa Bennett Road Trail
EAST EDGE OF NEW TRAIL
GENERAL NOTES AND SPECIFICATIONS

Project No. 728

Date 24/MAR/22

By LD

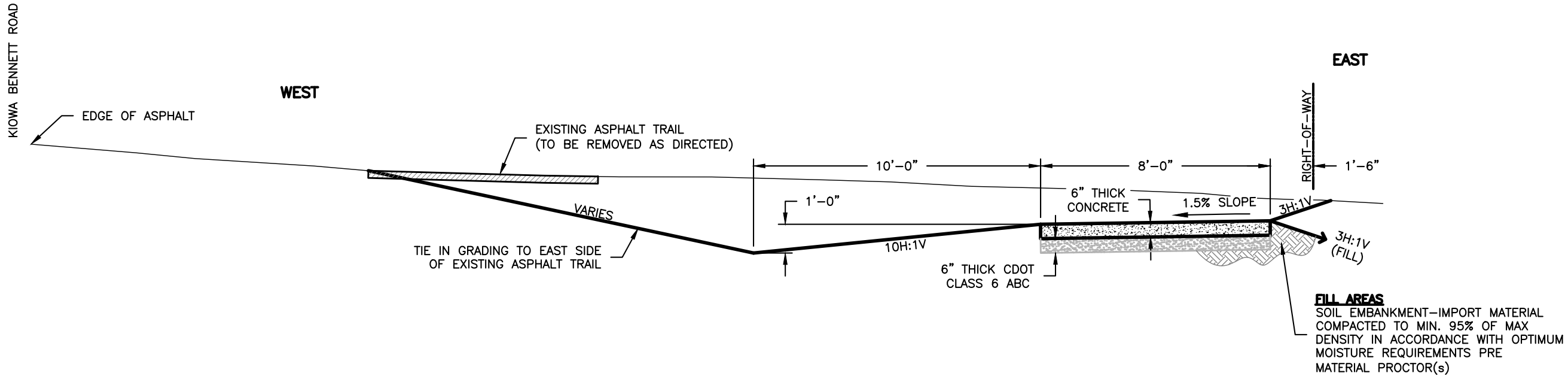
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Sheet Page 12

3

20

Plot Date: 03/24/22-1:10pm, Plotted by:mtkid, Drawing Path: N:\TERRAMAX\Bennett\Kiowa Trail\Plan Set\2021 Design\Drawing Name:Kiowa Trail Gen Notes exhibit.dwg



TOWN OF BENNETT
Kiowa Bennett Road Trail
EAST EDGE OF NEW TRAIL
TYPICAL SECTION

Project No. 728

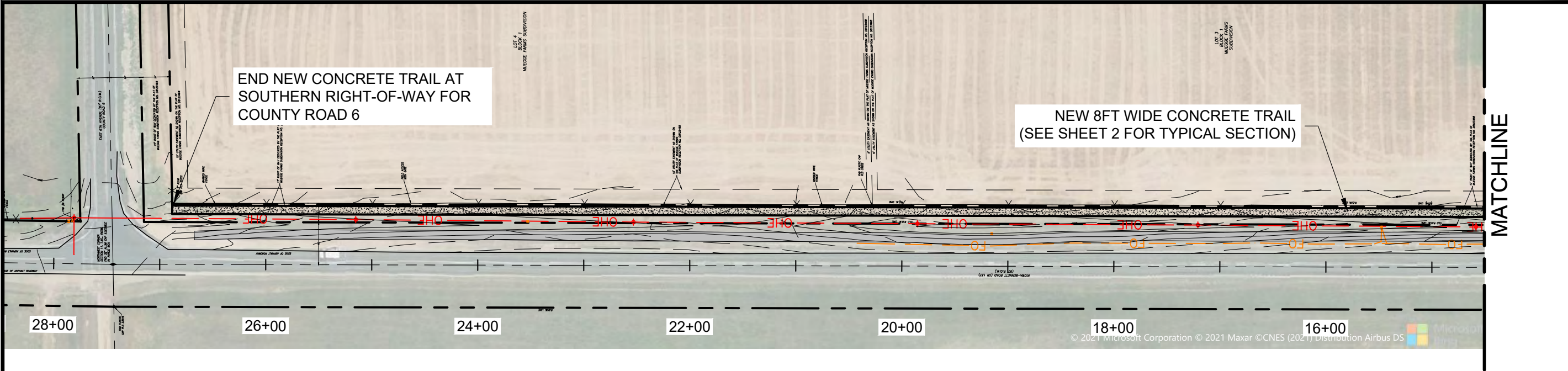
Date 24/MAR/22

By LD

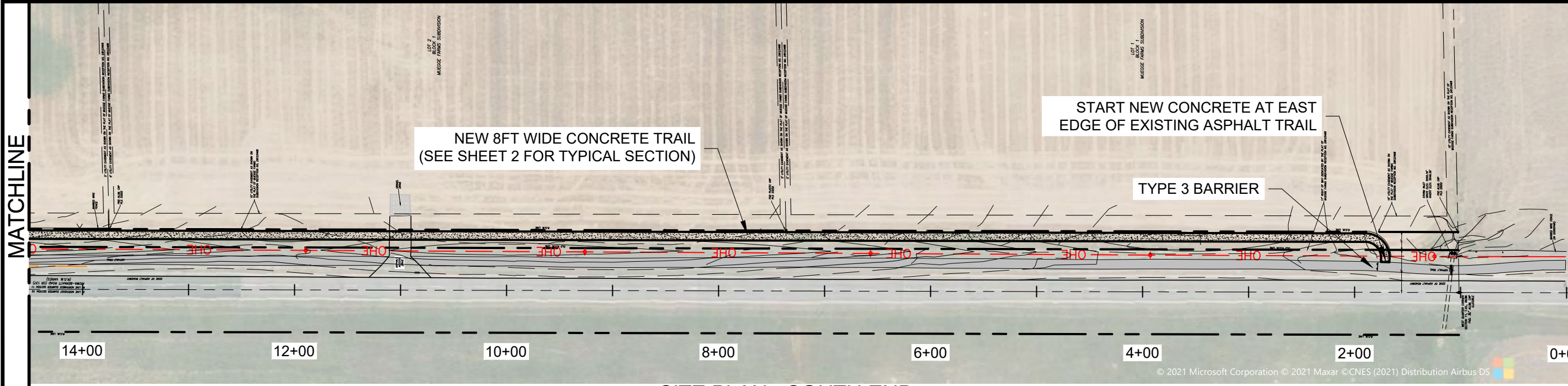
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Sheet 4

Plot Date: 03/24/22-1:10pm, Plotted by:mtkid, Drawing Path: N:\TerramaxBennett\Kiowa Trail\Plan Set\2021 Design\Drawing Name:Kiowa Trail Site Plan exhibit.dwg



SITE PLAN - NORTH END
SCALE 1" = 100'



SITE PLAN - SOUTH END
SCALE 1" = 100'

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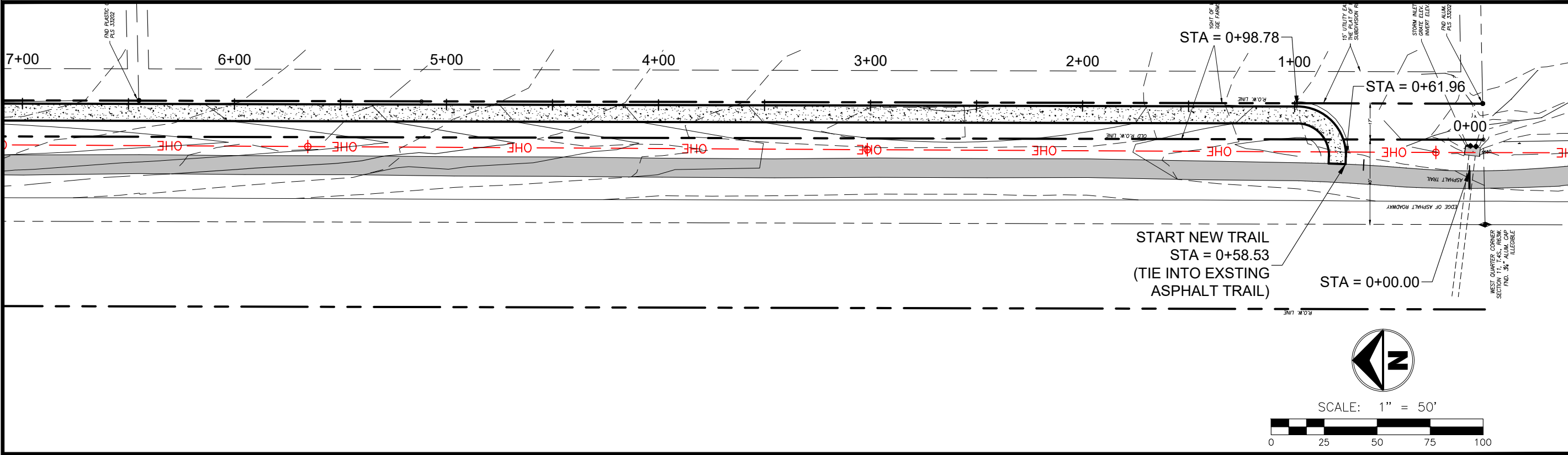
TOWN OF BENNETT

Kiowa Bennett Road Trail

SITE PLAN

Project No.	728
Date	24/MAR/22
By	LD
Scale	1" = 100'
Sheet	Page 12
5	20

Plot Date: 03/24/22-1:10pm, Plotted by:mtkid, Drawing Path: N:\Terramax\Bennett\Kiowa Trail\Plan Set\2021 Design\Drawing Name:Kiowa Trail PnP exhibit.dwg



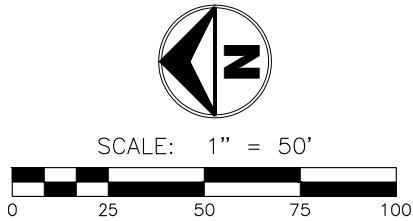
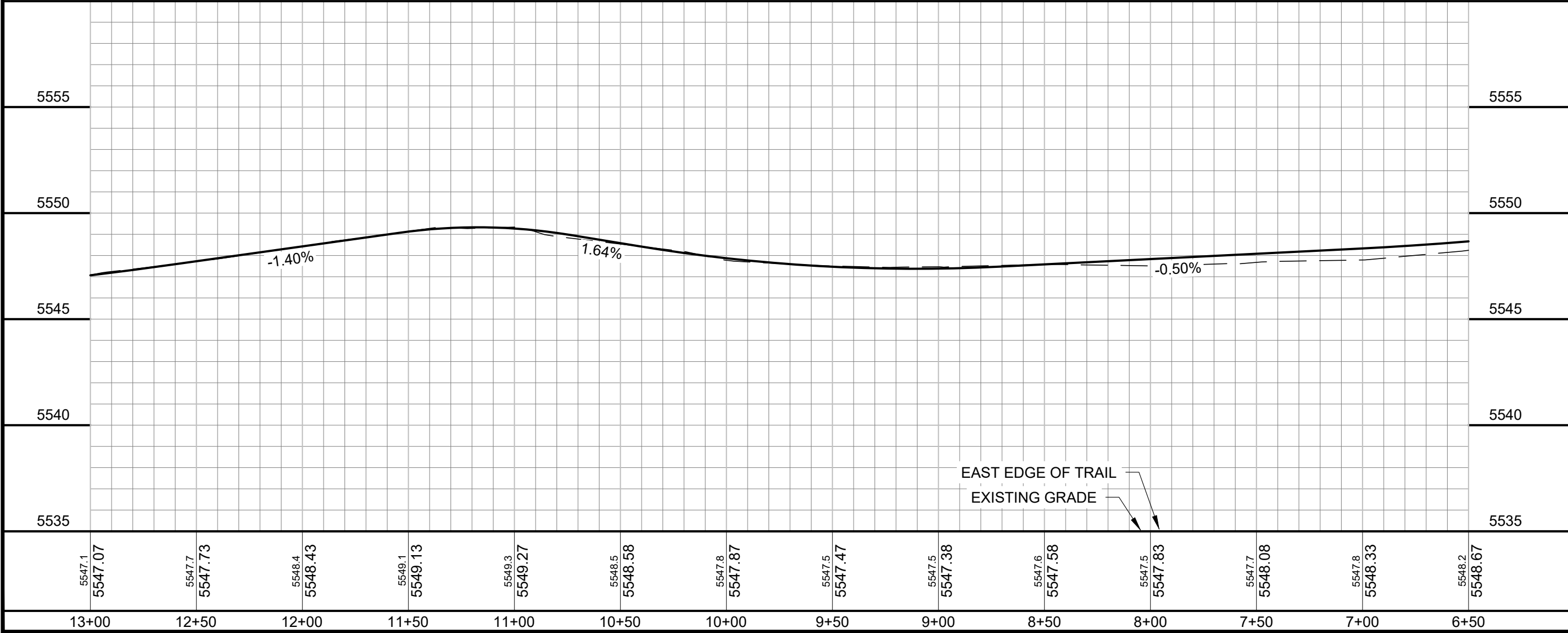
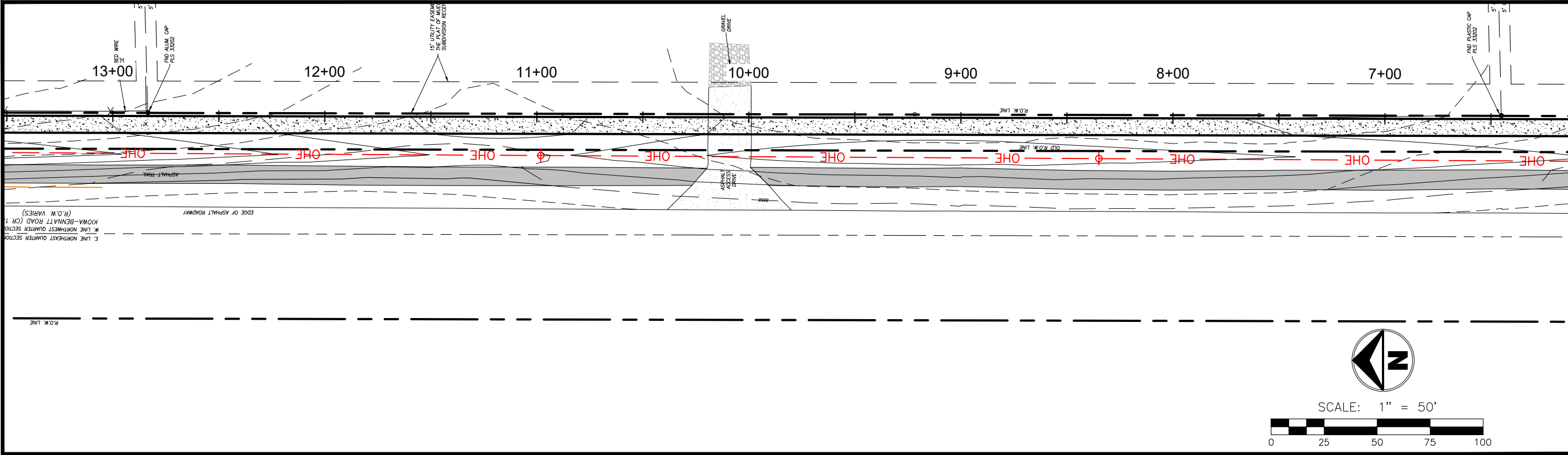
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TOWN OF BENNETT
Kiowa Bennett Road Trail
EAST EDGE OF NEW TRAIL
PLAN AND PROFILE (1)

Project No. 728
Date 24/MAR/22
By LD
Scale 1"=50'H/5'V
Sheet **6** Page 124
20

Plot Date: 03/24/22-11:11pm, Plotted by:mtkid, Drawing Path: N:\Terramax\Bennett\Kiowa Trail\Plan Set\2021 Design\Drawing Name:Kiowa Trail PnP exhibit.dwg



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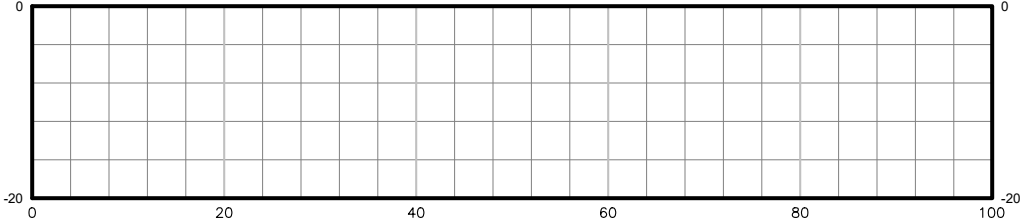
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TOWN OF BENNETT
Kiowa Bennett Road Trail
EAST EDGE OF NEW TRAIL
PLAN AND PROFILE (2)

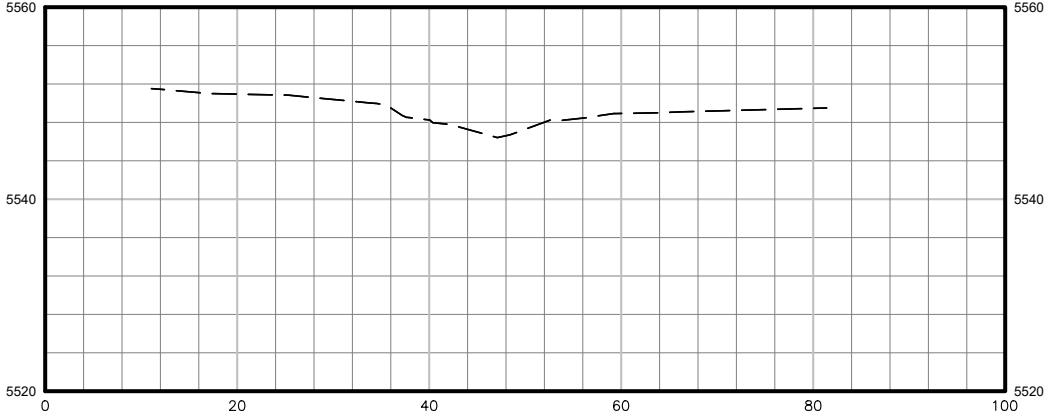
Project No. 728
Date 24/MAR/22
By LD
Scale 1"=50'H/5'V
Sheet **7** Page 12
20

Plot Date: 03/24/22-1:11pm, Plotted by:mtkid, Drawing Path: N:\Terramax\Bennett\Kiowa Trail\Plan Set\2021 Design\Drawing Name:Kiowa Trail X-Sections exhibit.dwg

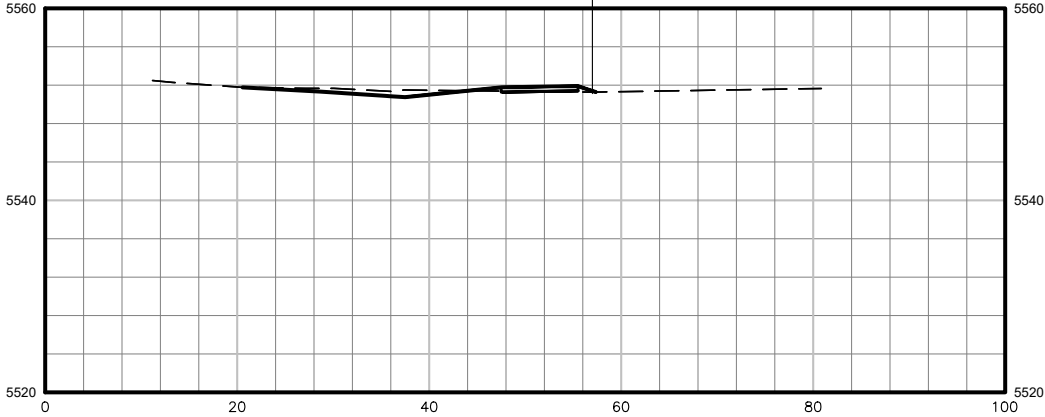
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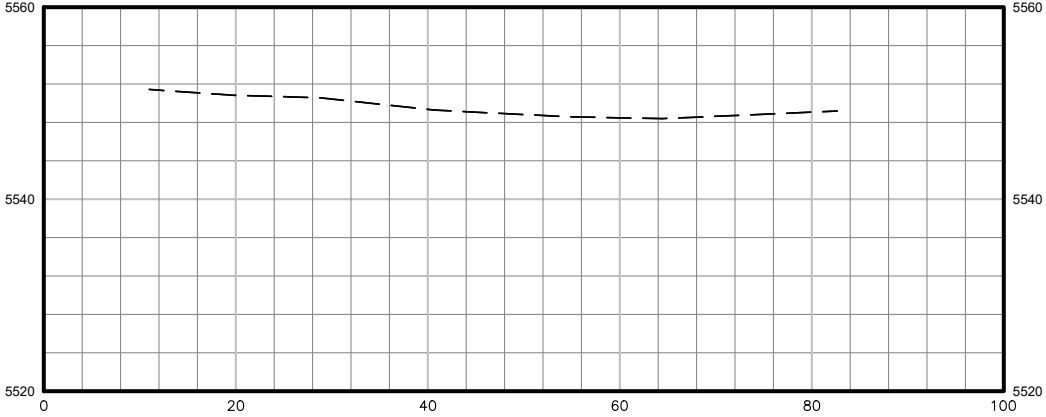
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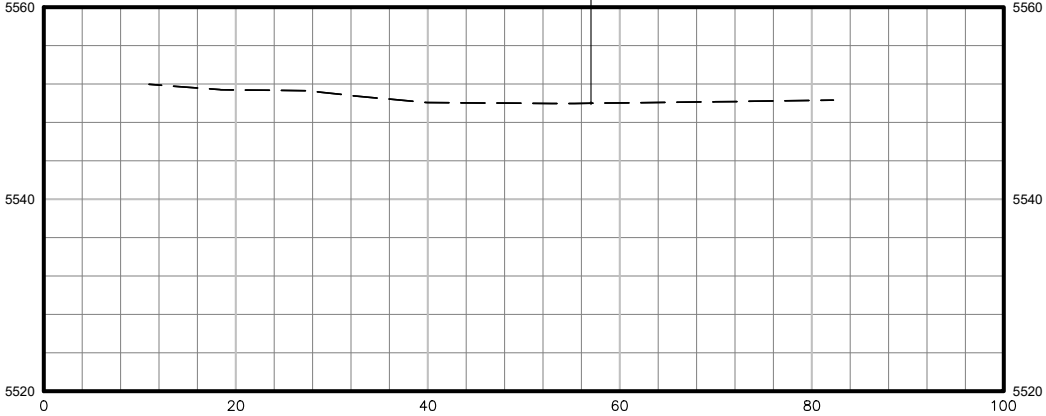
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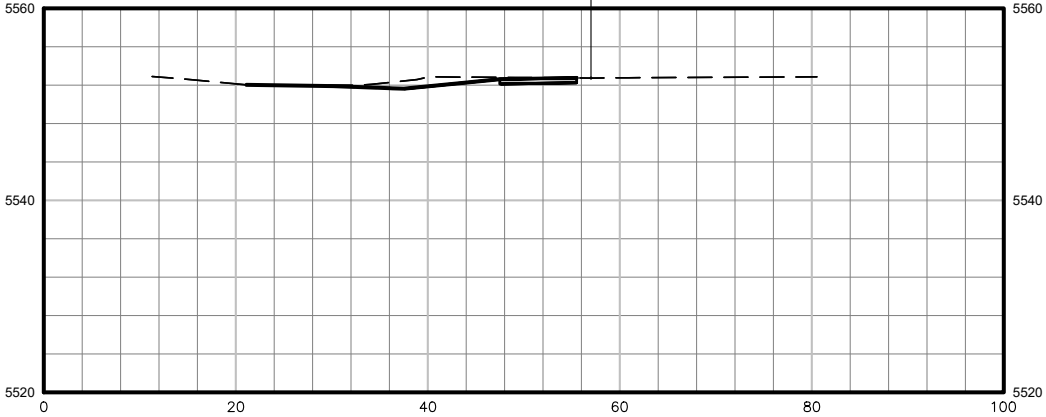
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1+50.00



2+50.00



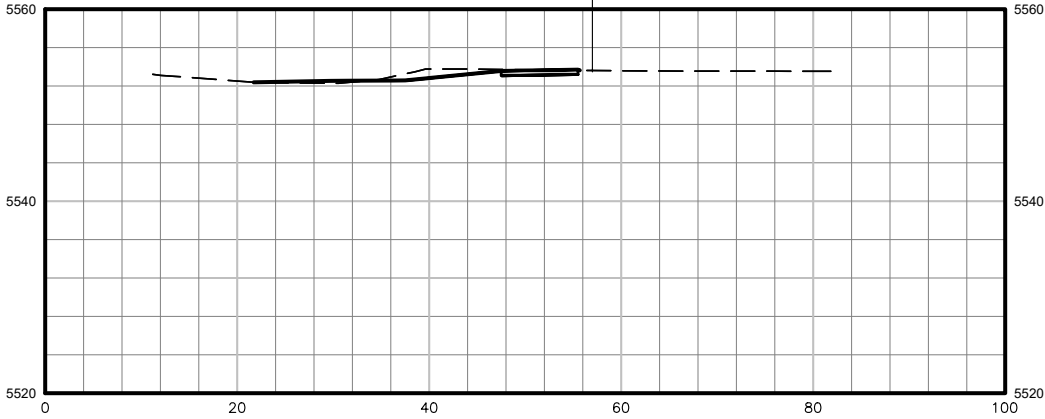
TOWN OF BENNETT

Kiowa Bennett Road Trail

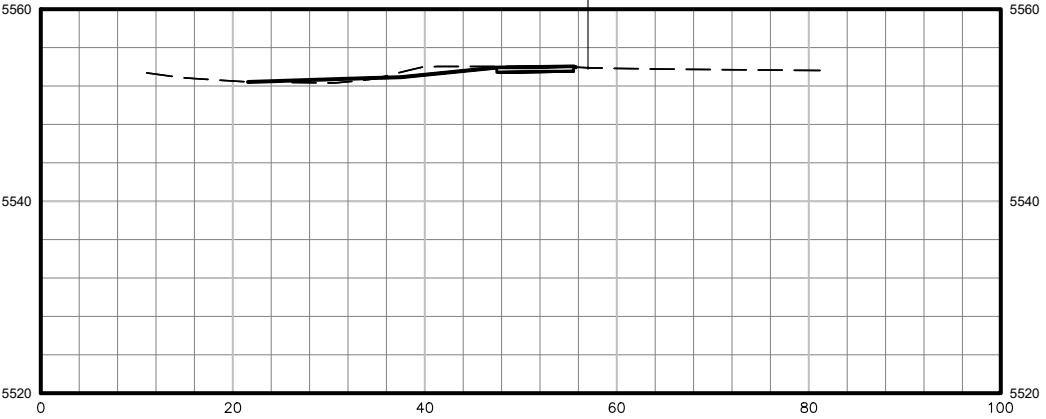
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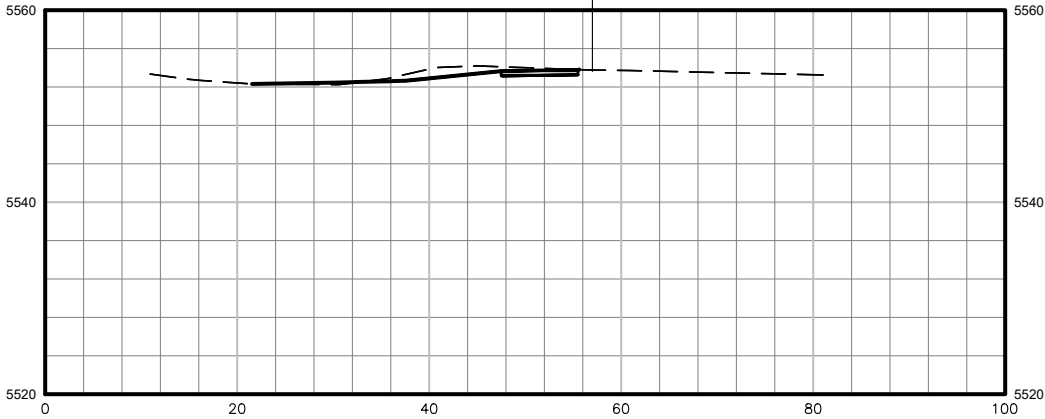
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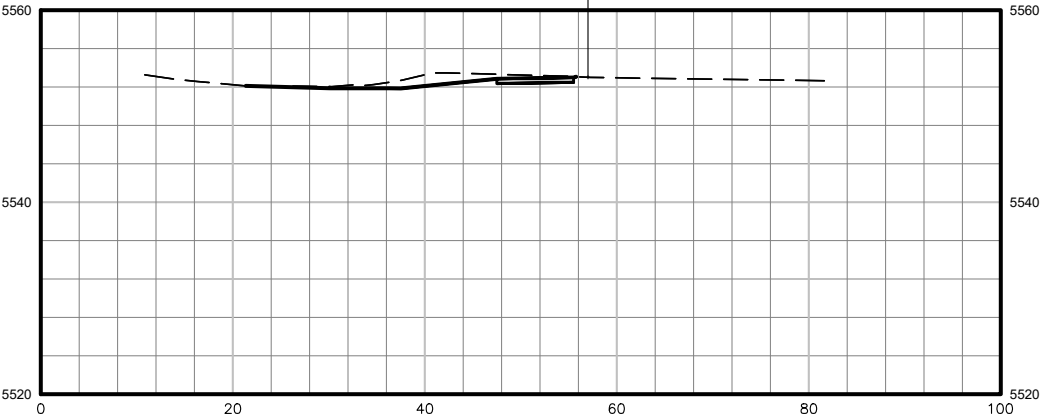
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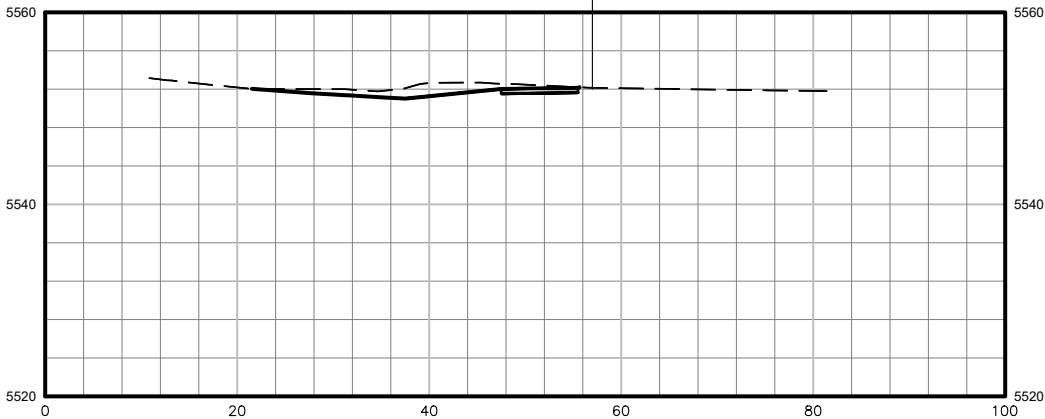
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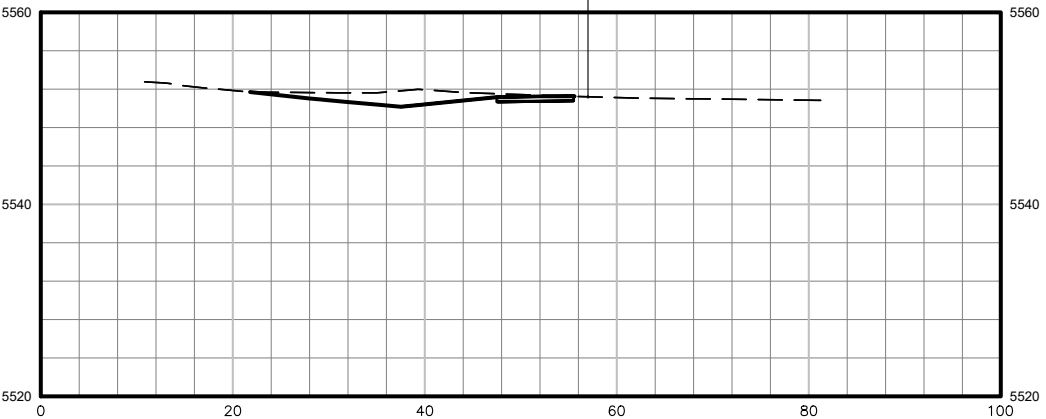
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5+00.00



5+50.00



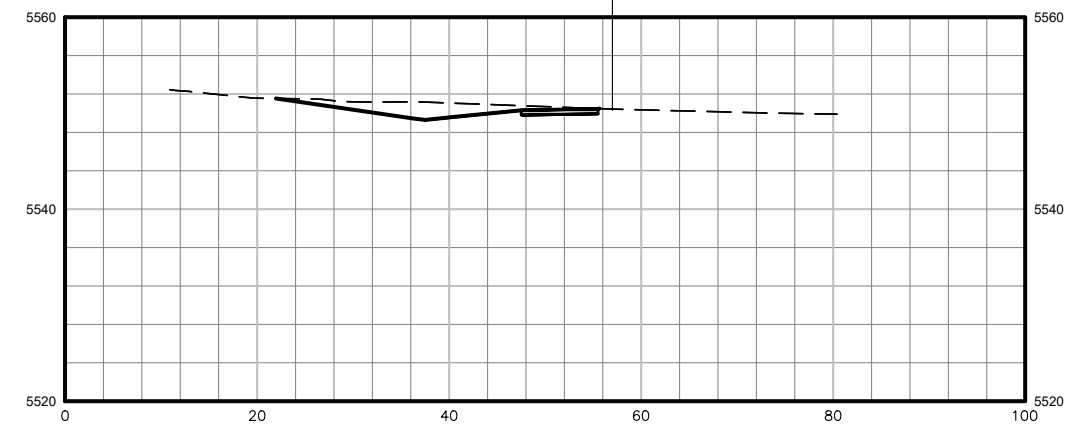
TOWN OF BENNETT

Kiowa Bennett Road Trail

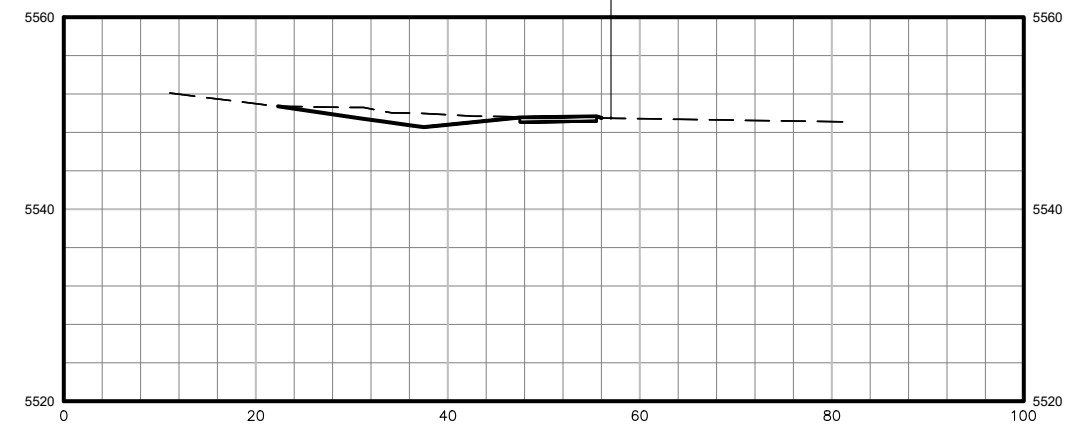
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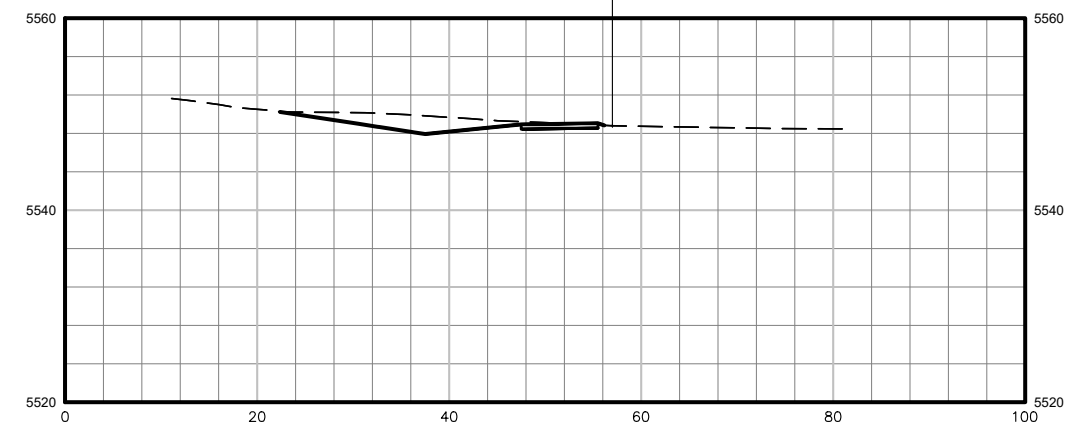
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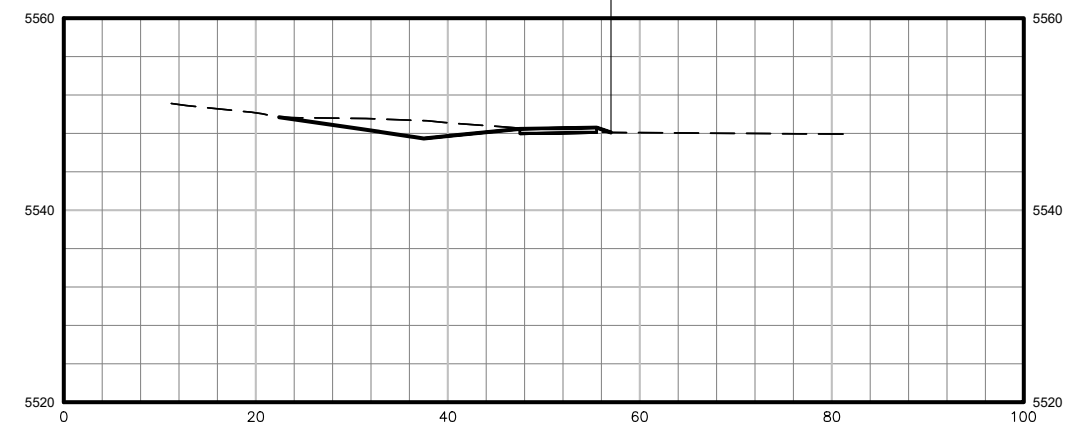
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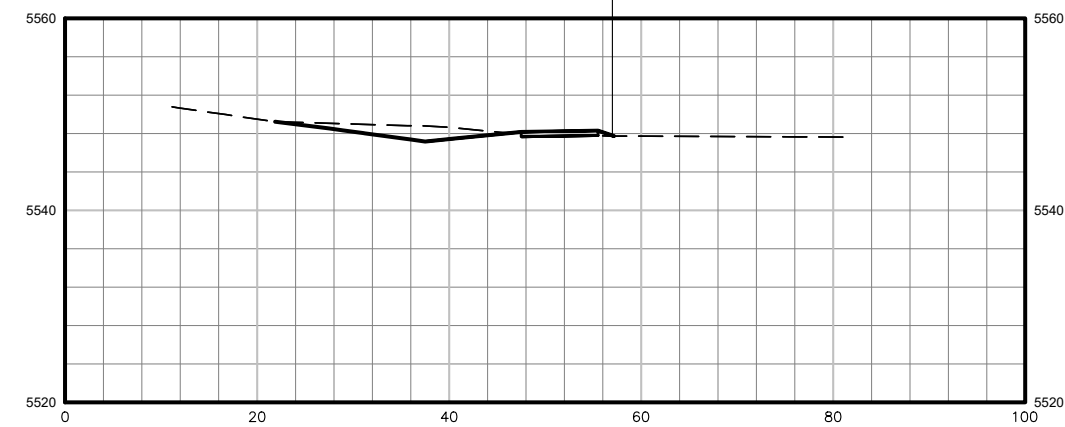
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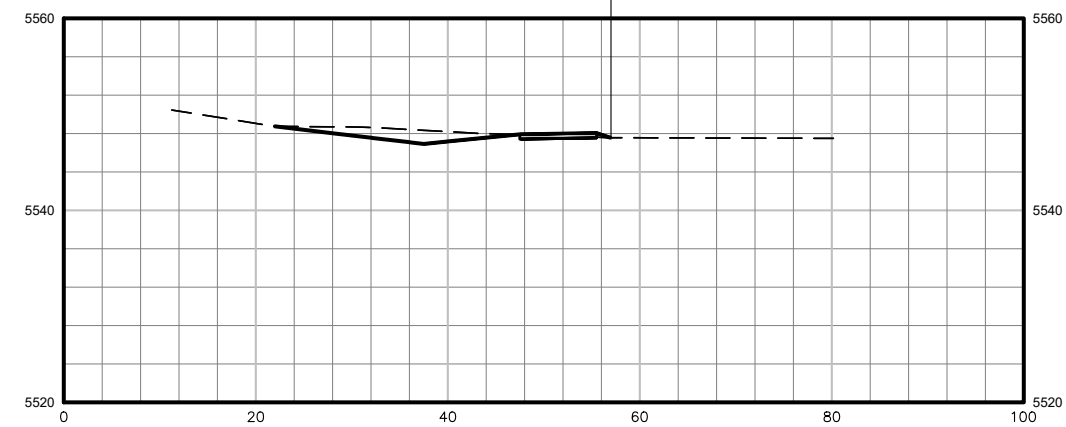
7+50.00



8+00.00



8+50.00



TERRAMAX, INC.

CONSULTING ♦ ENGINEERING

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

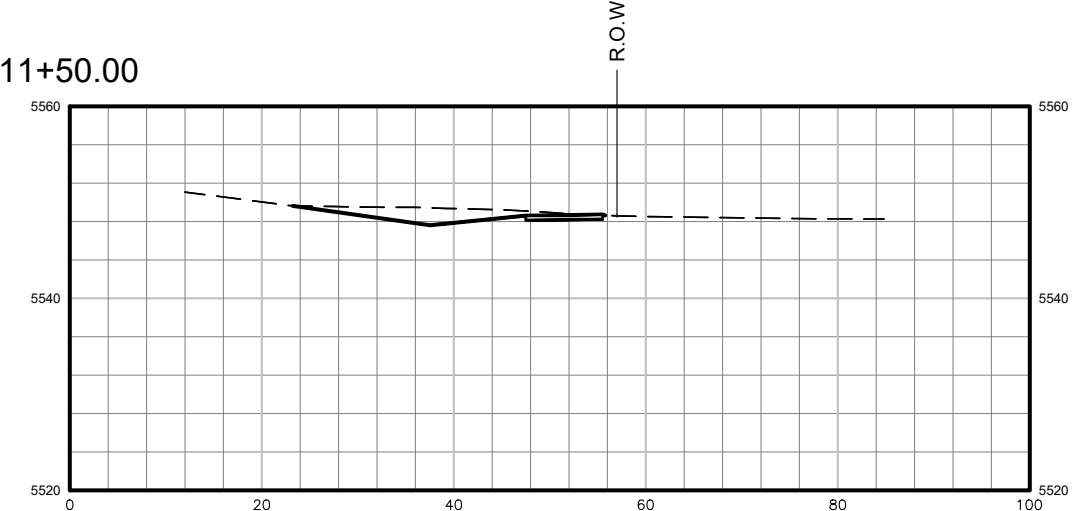
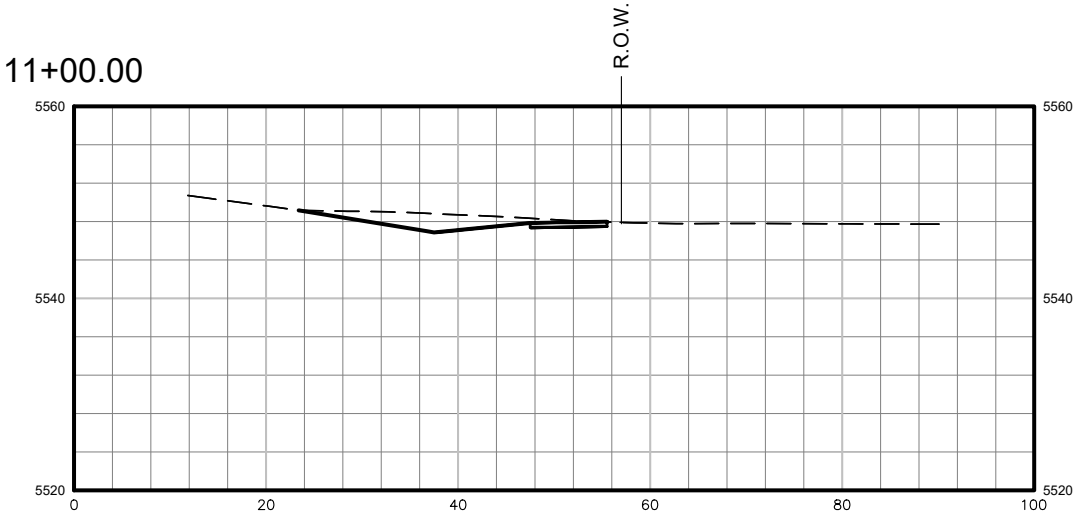
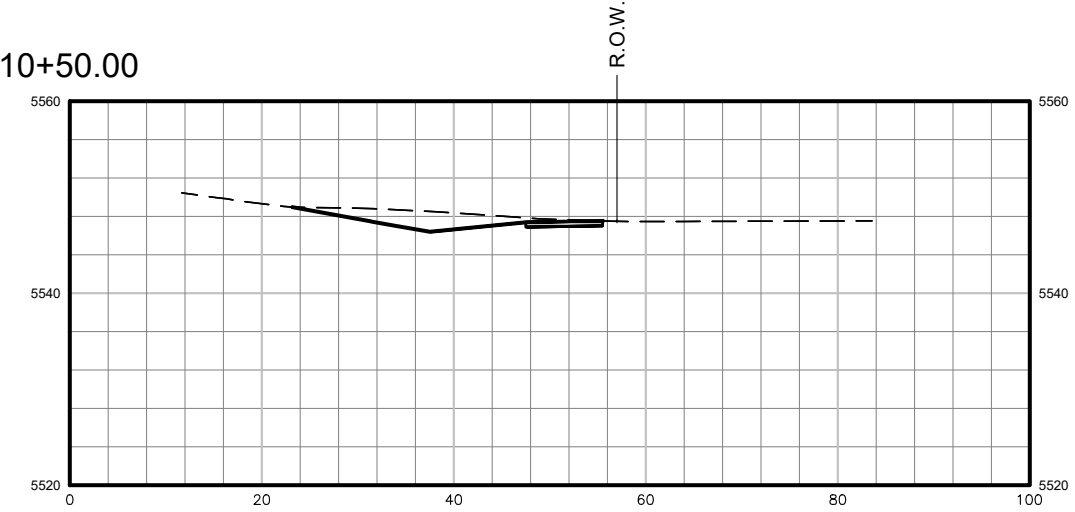
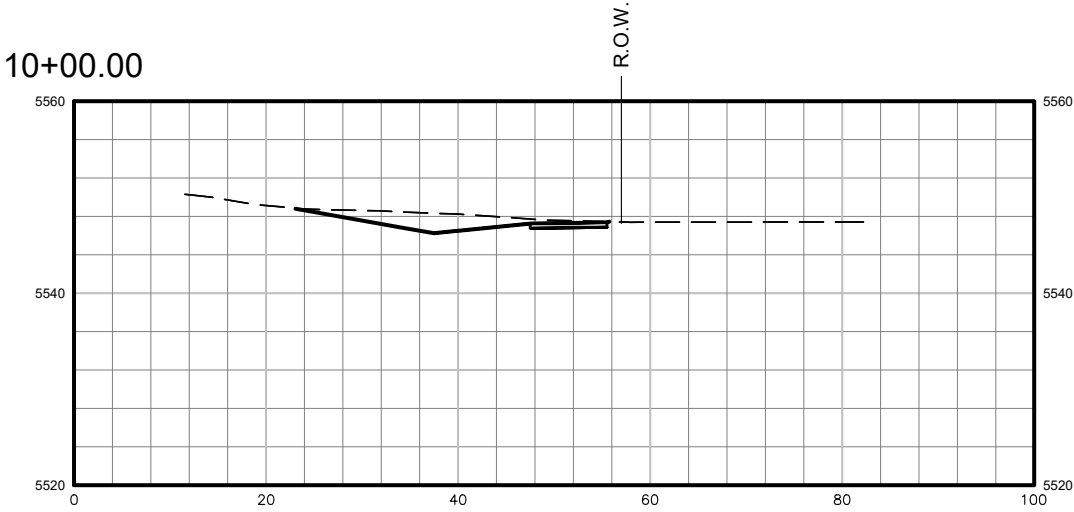
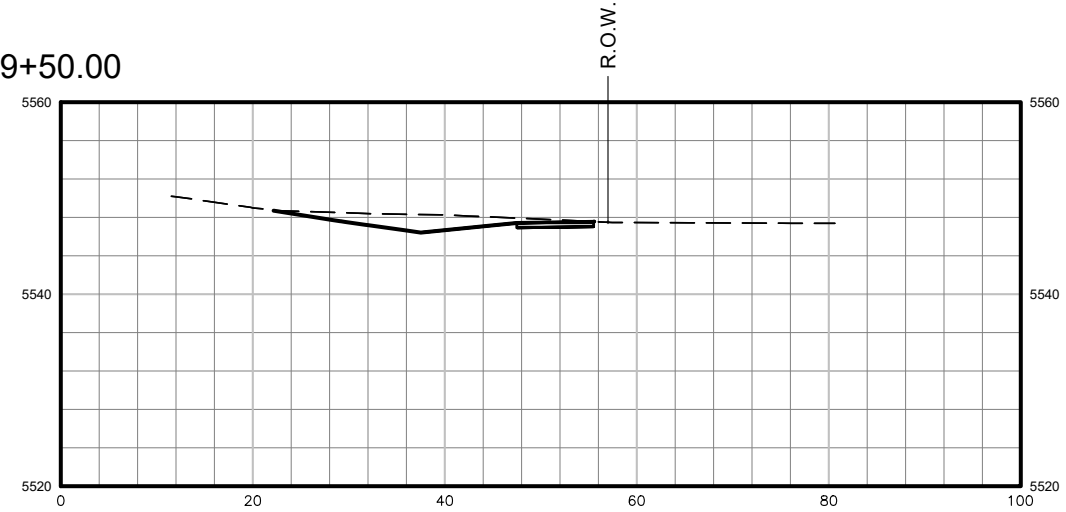
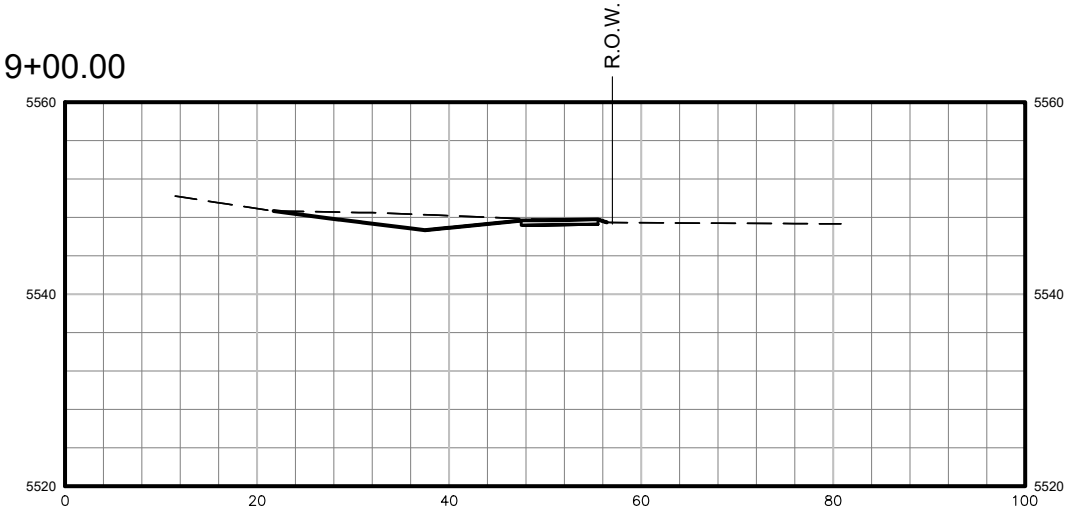
TOWN OF BENNETT

Kiowa Bennett Road Trail

CROSS-SECTIONS (3)

Project No.	728
Date	24/MAR/22
By	LD
Scale	1" = 20' H/V
Sheet	Page 130
12	20

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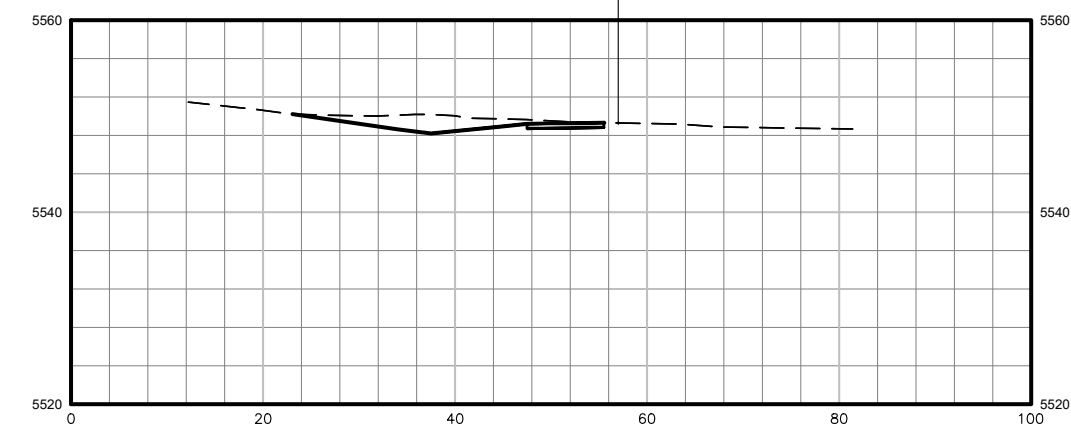
TOWN OF BENNETT

Kiowa Bennett Road Trail

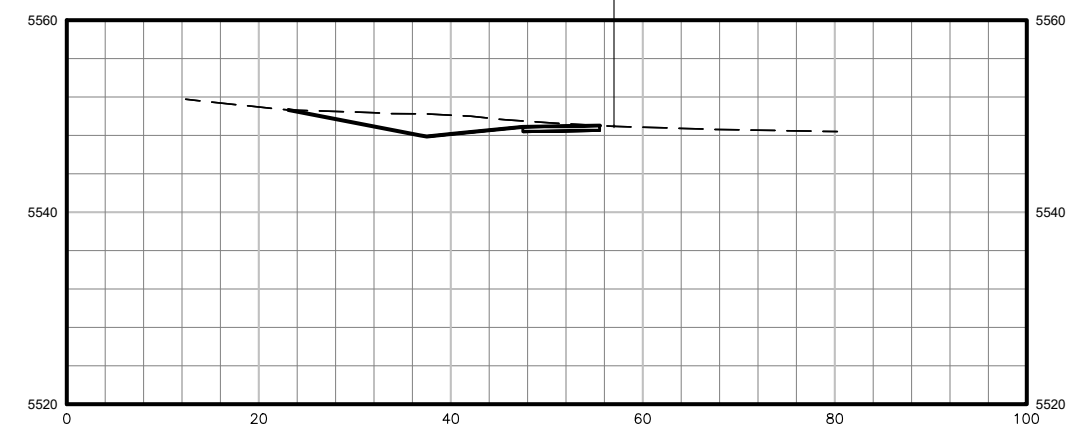
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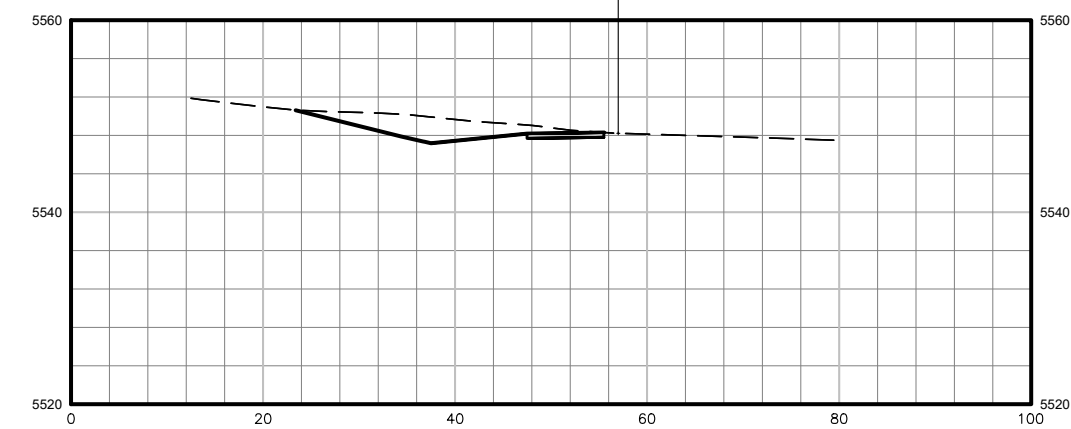
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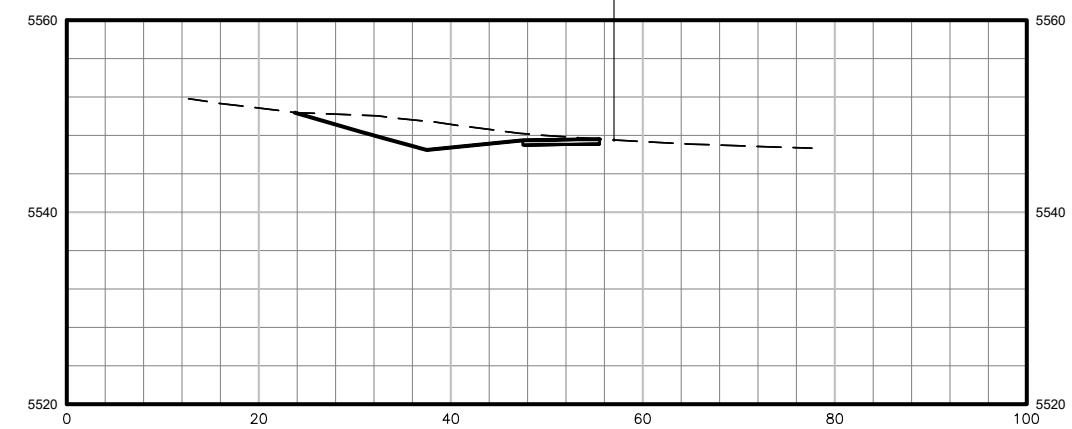
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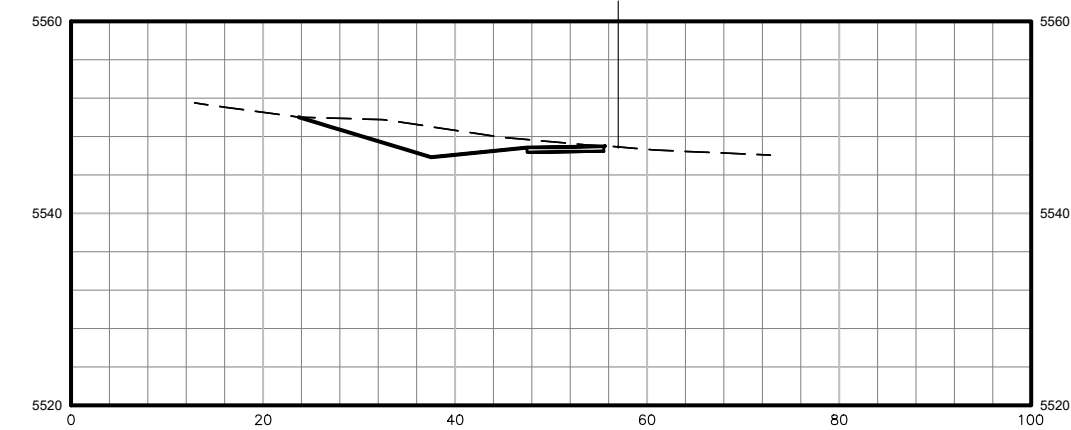
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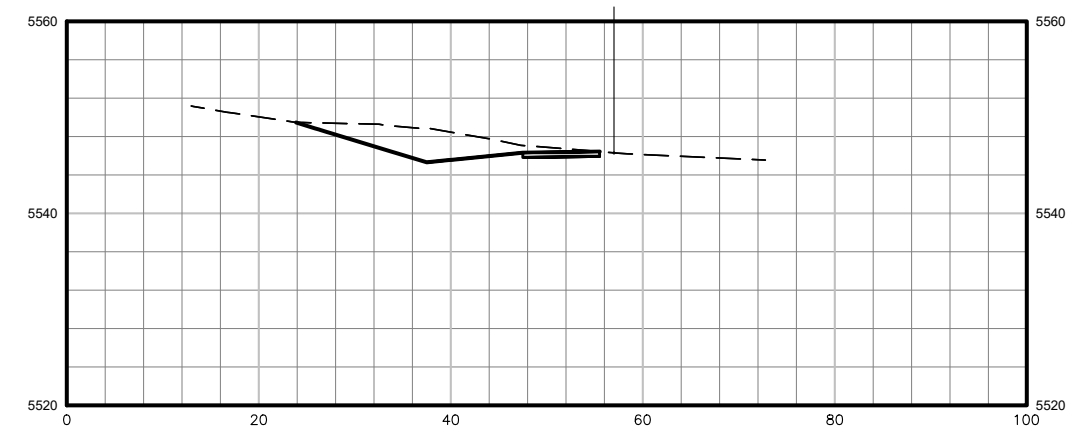
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14+00.00



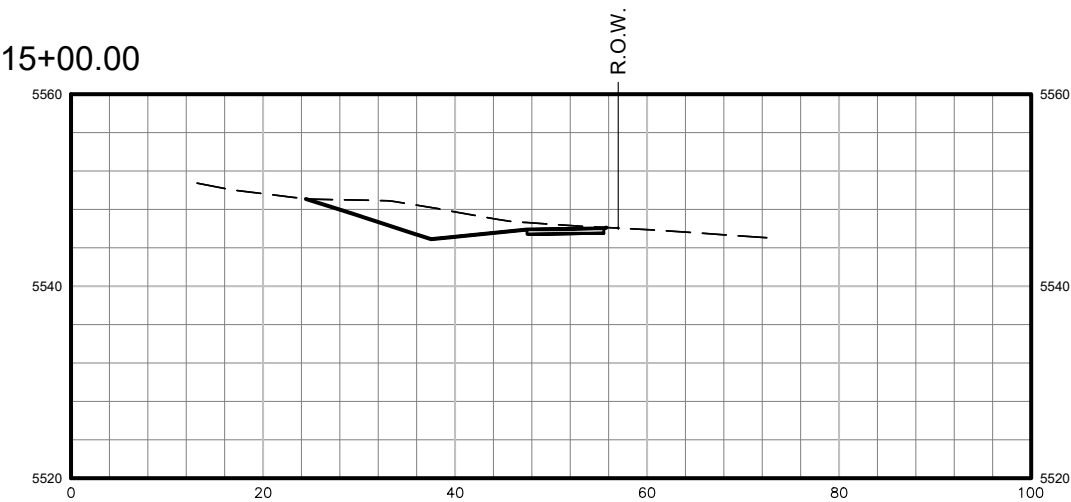
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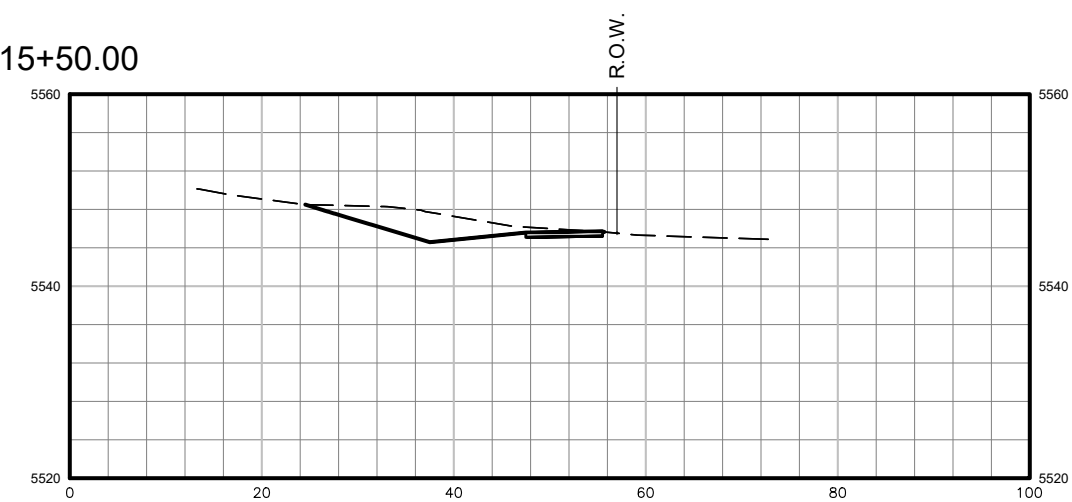
TOWN OF BENNETT
Kiowa Bennett Road Trail
CROSS-SECTIONS (5)

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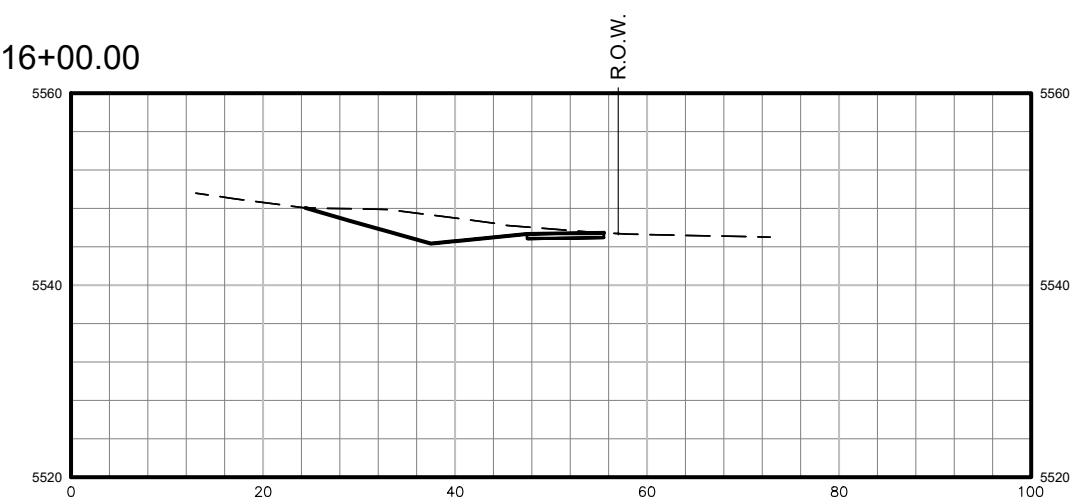
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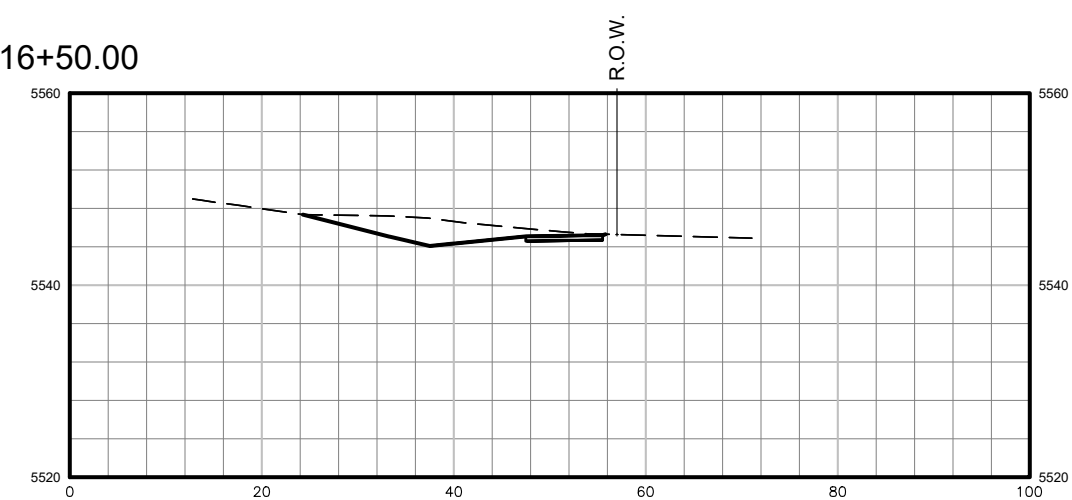
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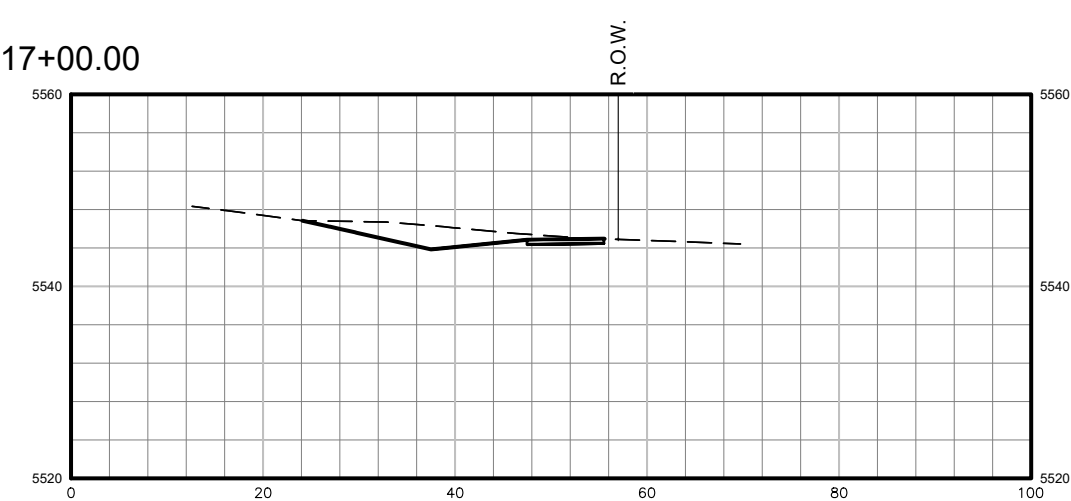
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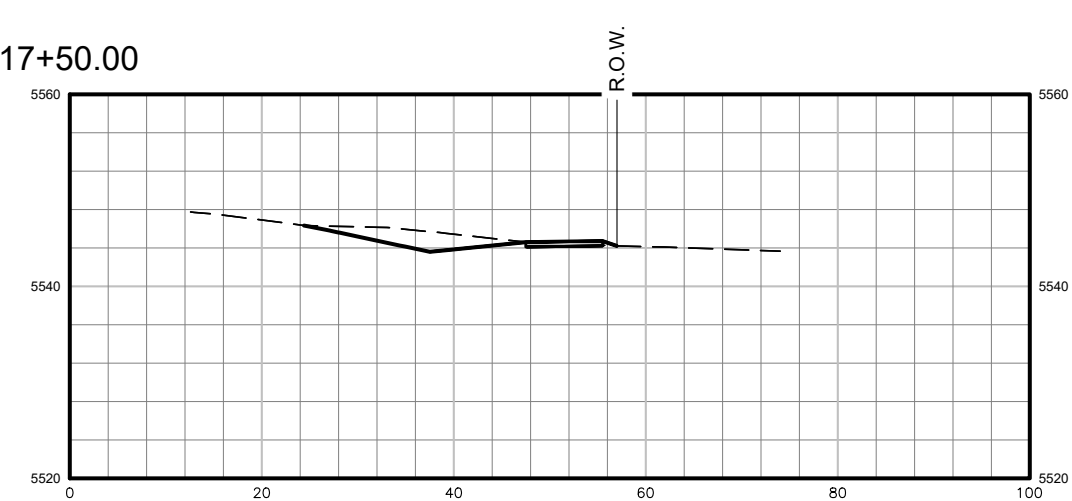
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17+00.00



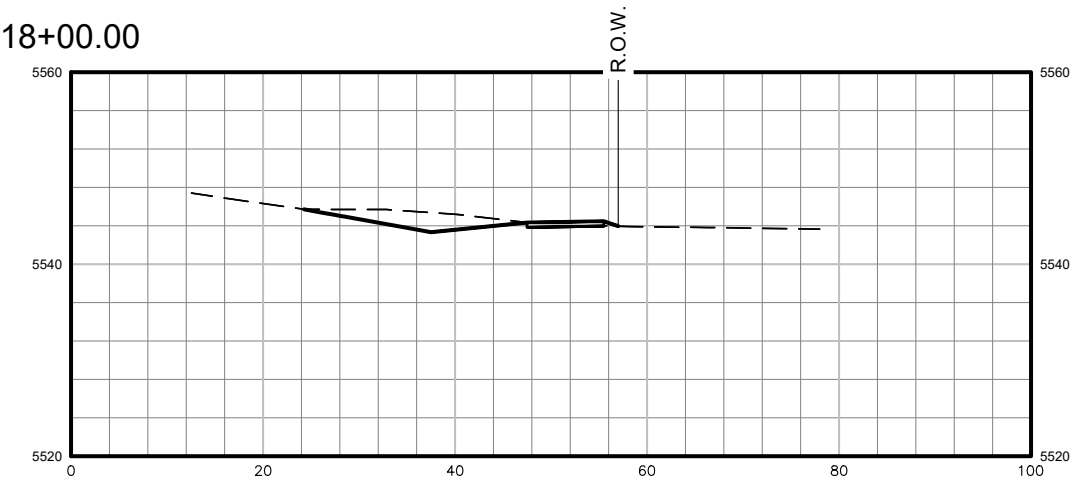
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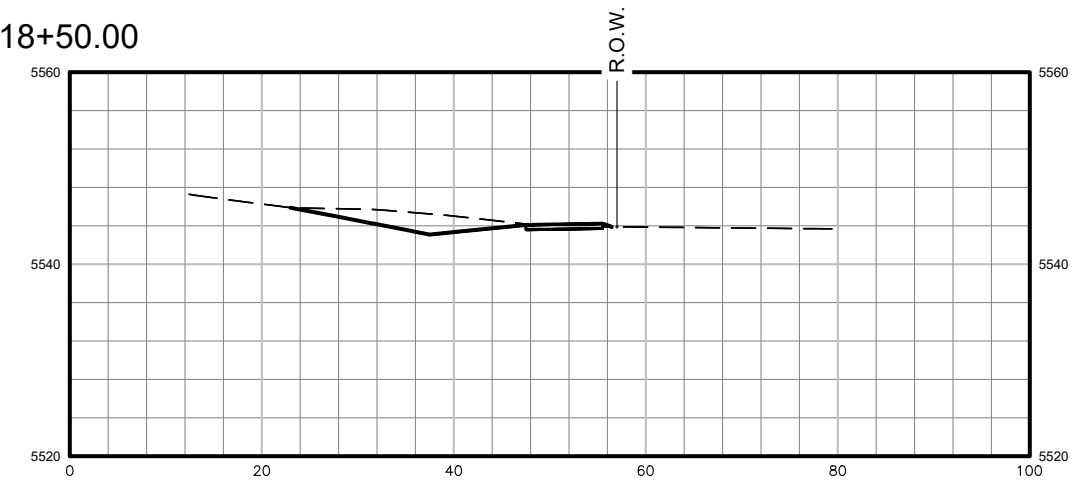
TOWN OF BENNETT
Kiowa Bennett Road Trail
CROSS-SECTIONS (6)

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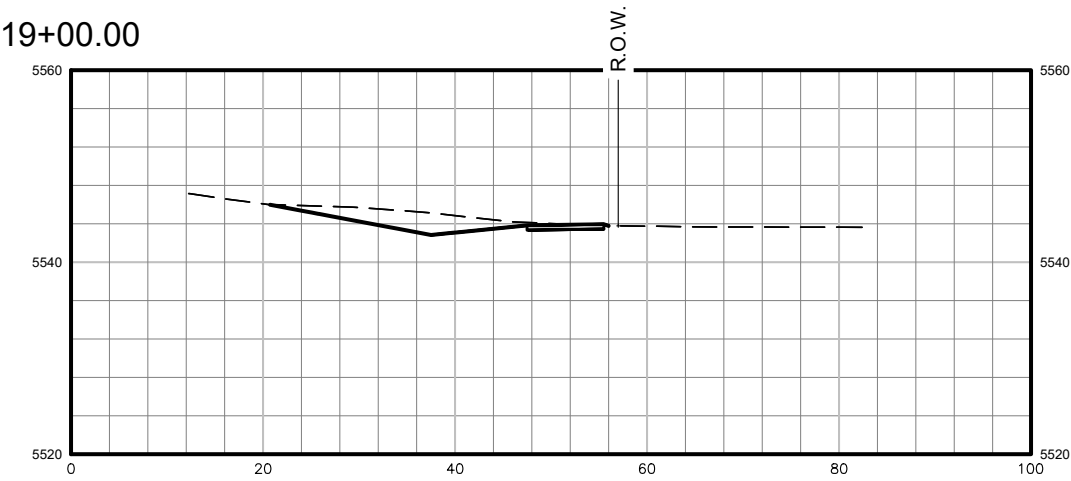
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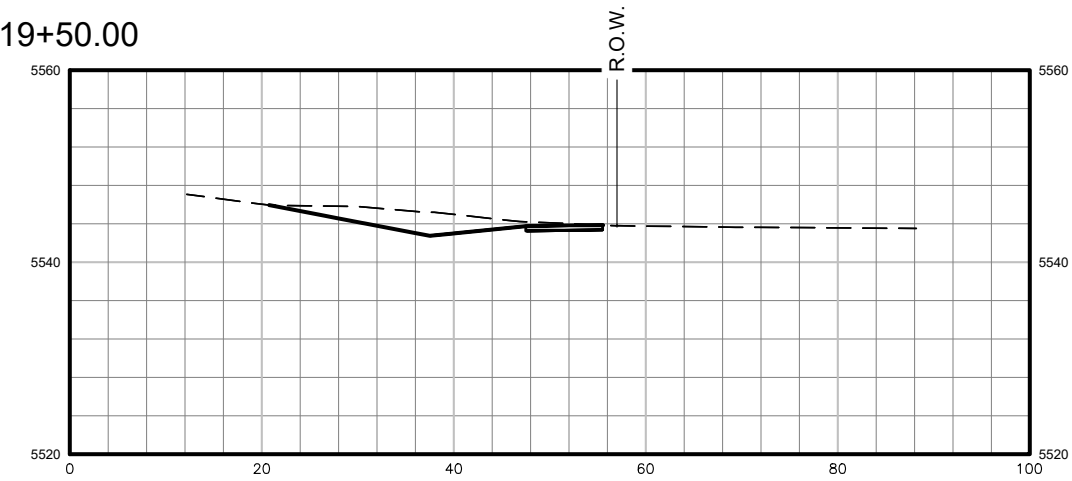
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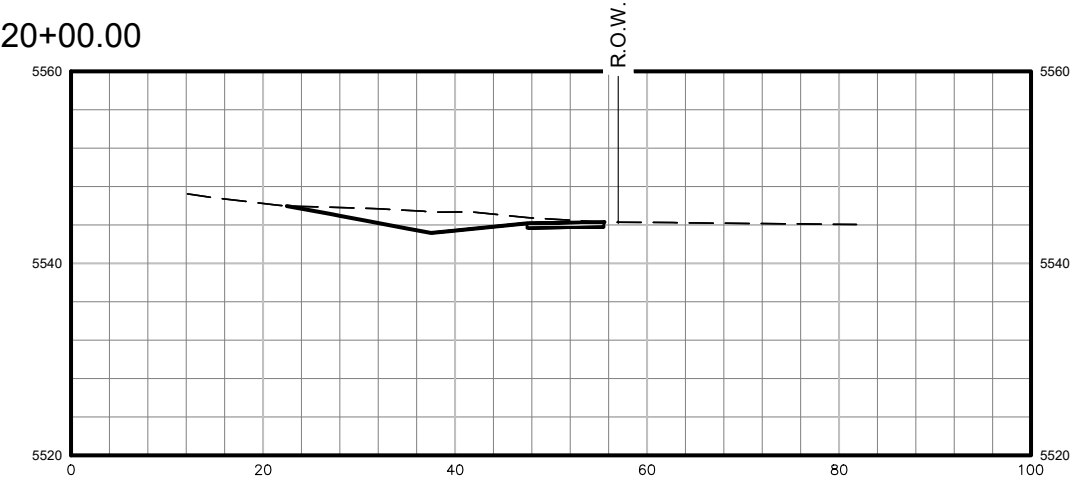
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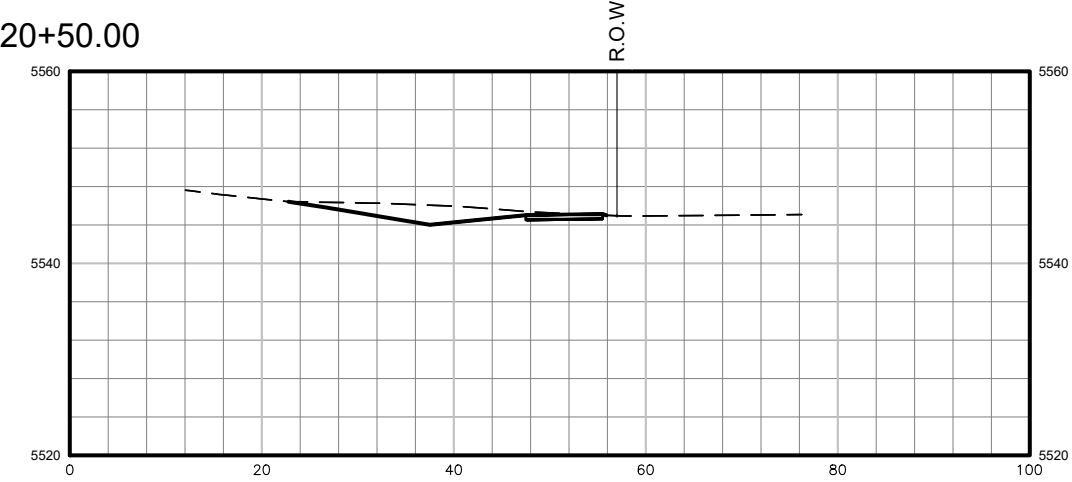
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20+00.00



20+50.00



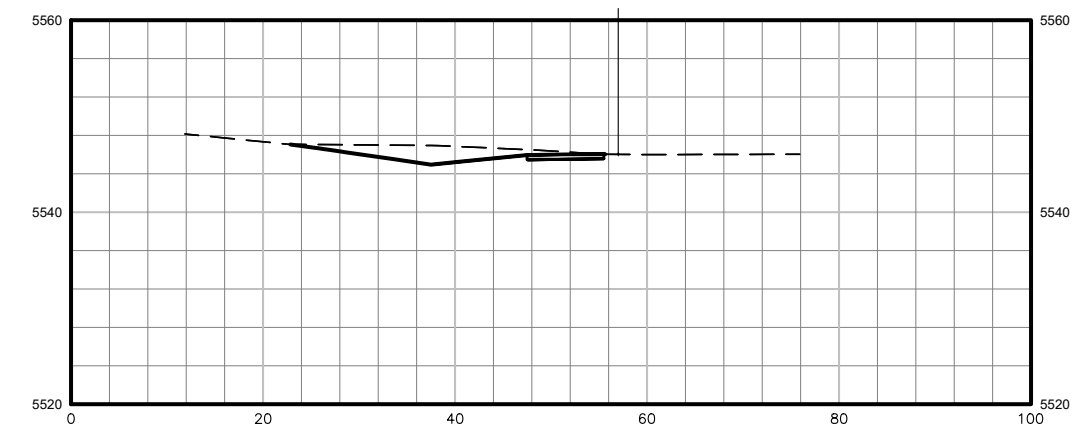
TOWN OF BENNETT

Kiowa Bennett Road Trail

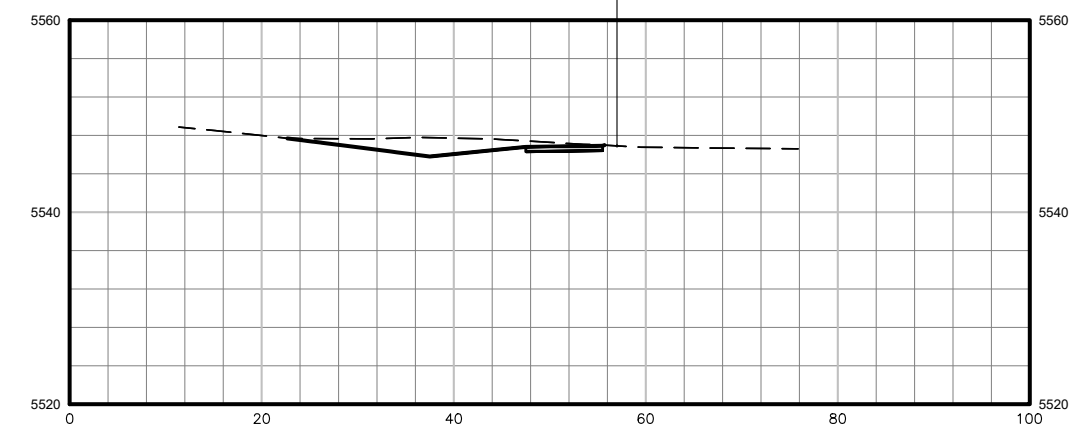
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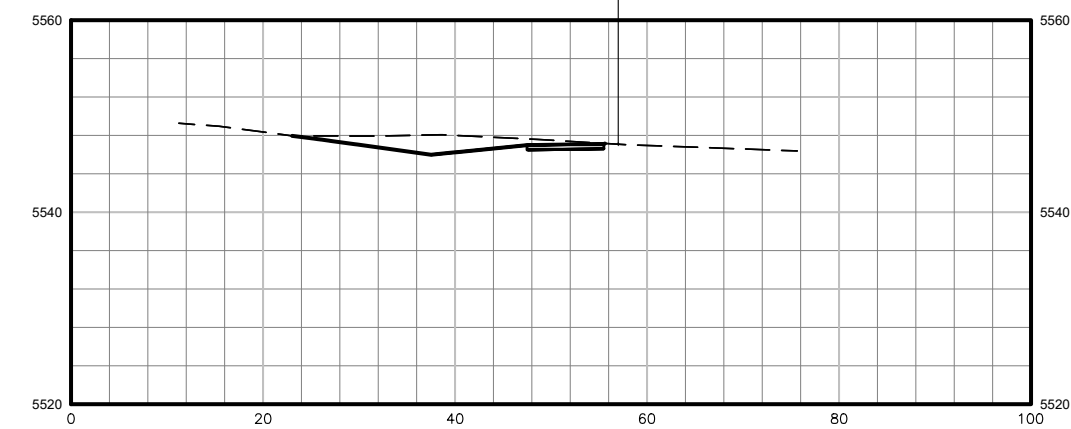
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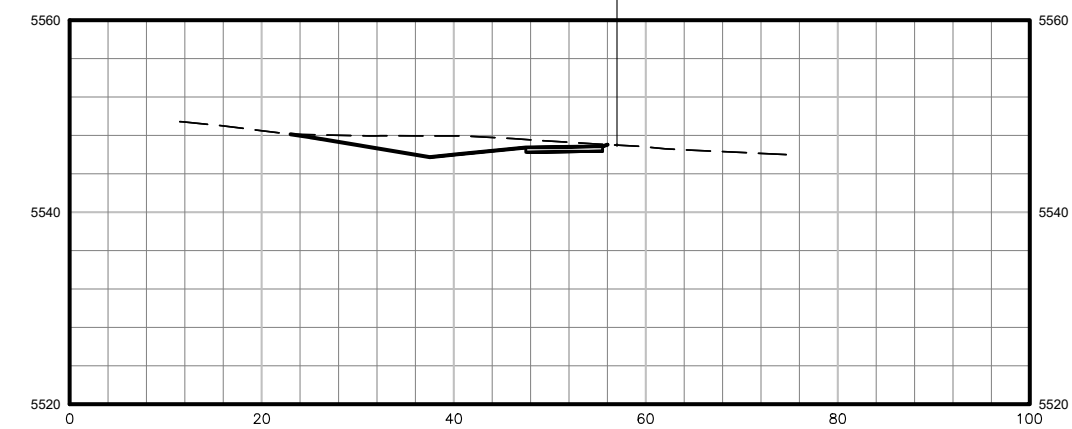
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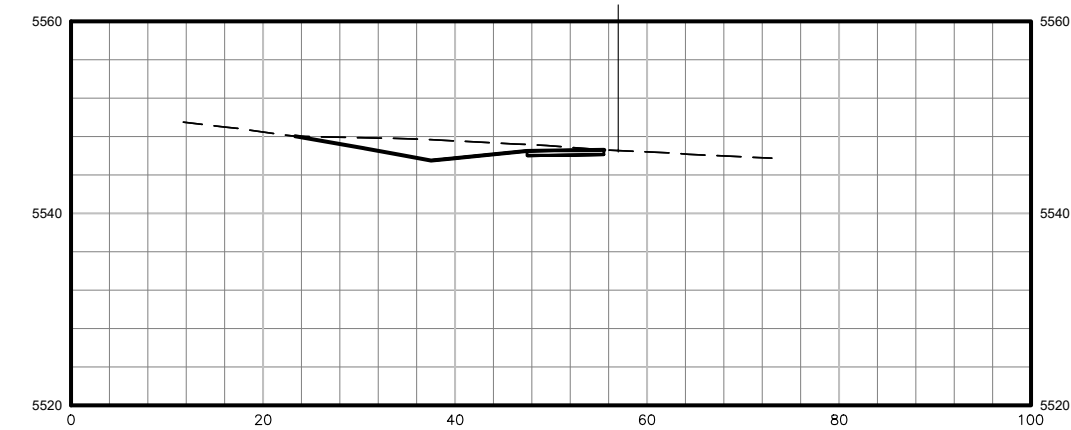
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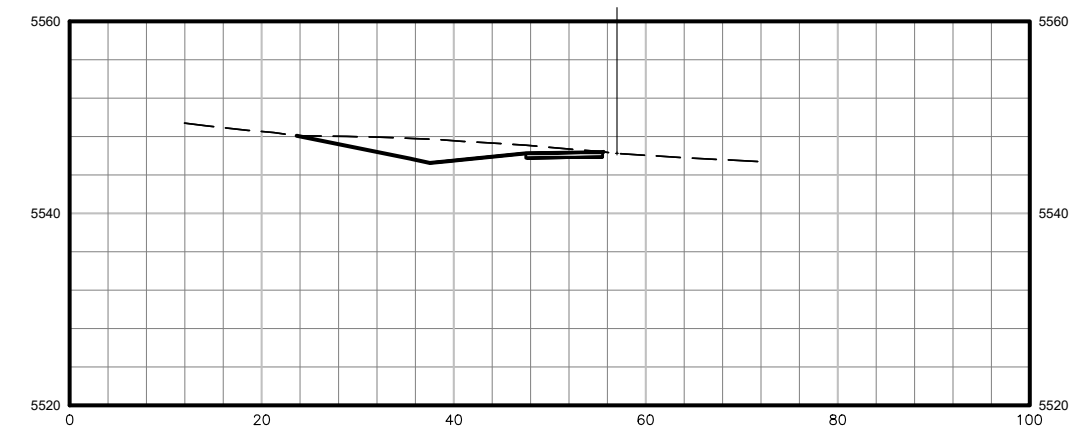
22+50.00



23+00.00



23+50.00



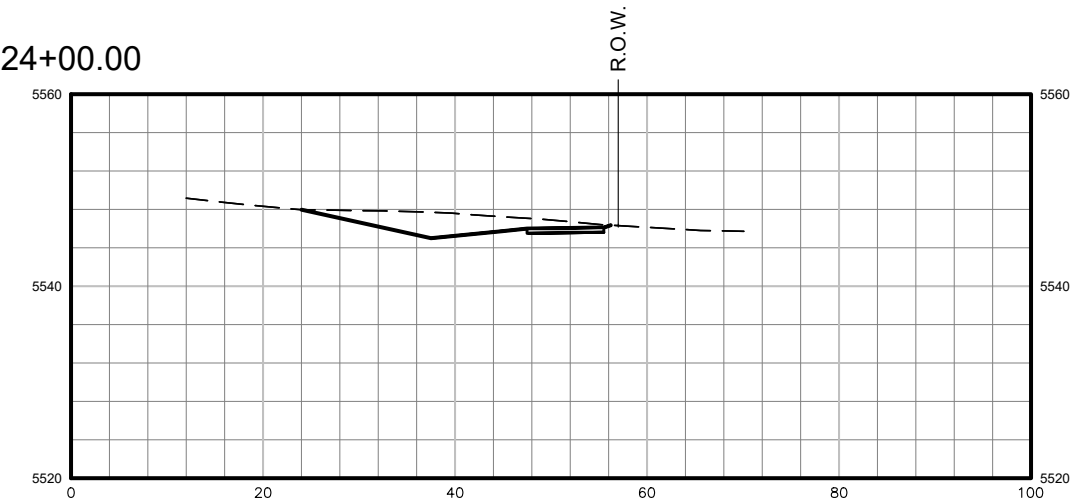
TOWN OF BENNETT

Kiowa Bennett Road Trail

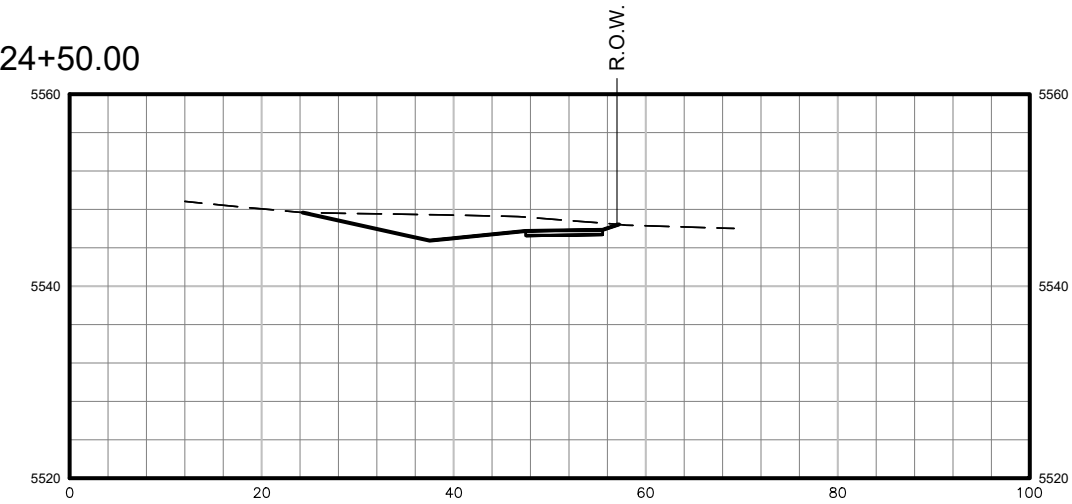
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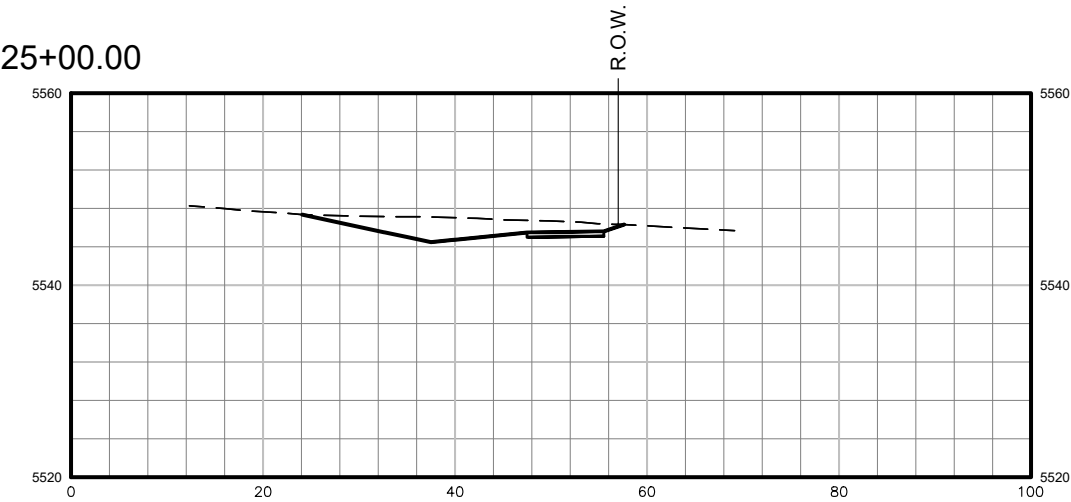
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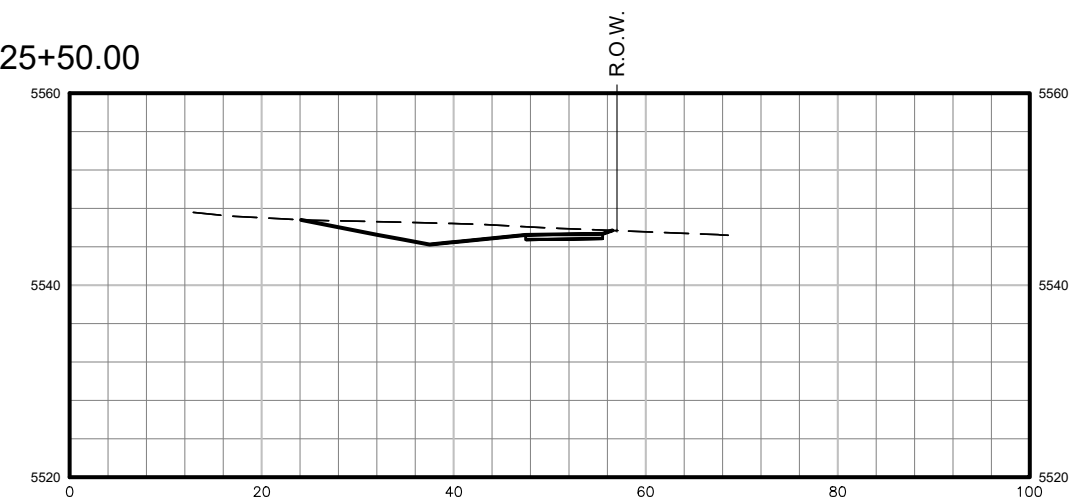
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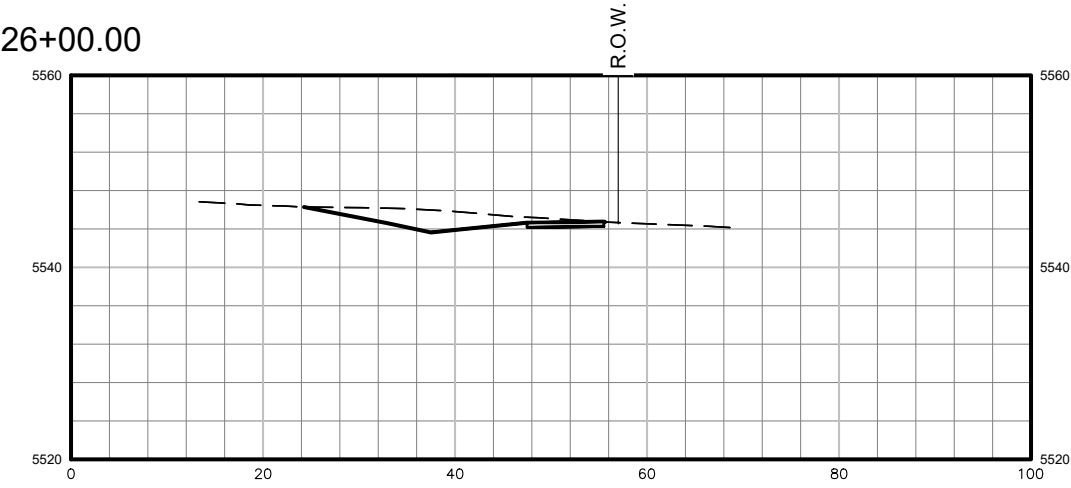
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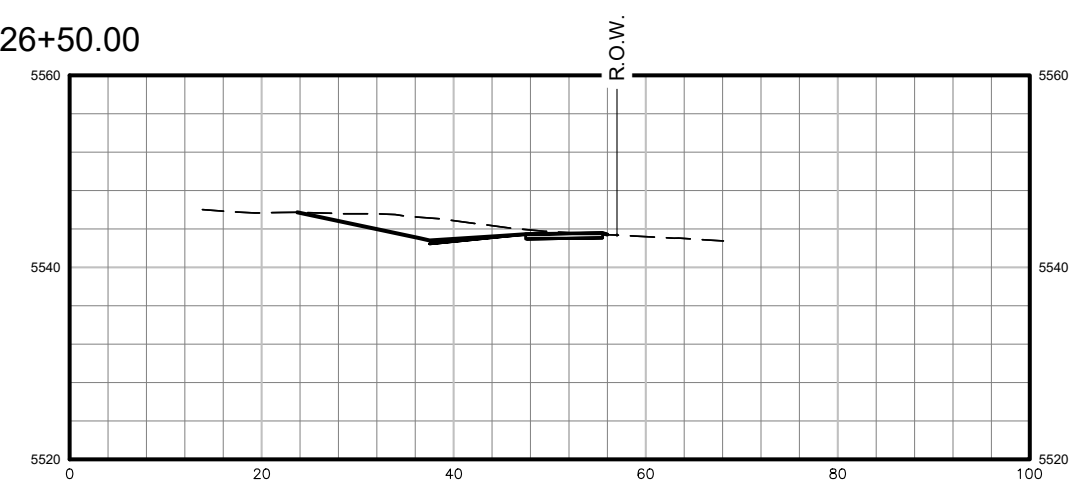
25+50.00



26+00.00



26+50.00



TOWN OF BENNETT
Kiowa Bennett Road Trail
CROSS-SECTIONS (9)

Project No. 728

Date 24/MAR/22

By LD

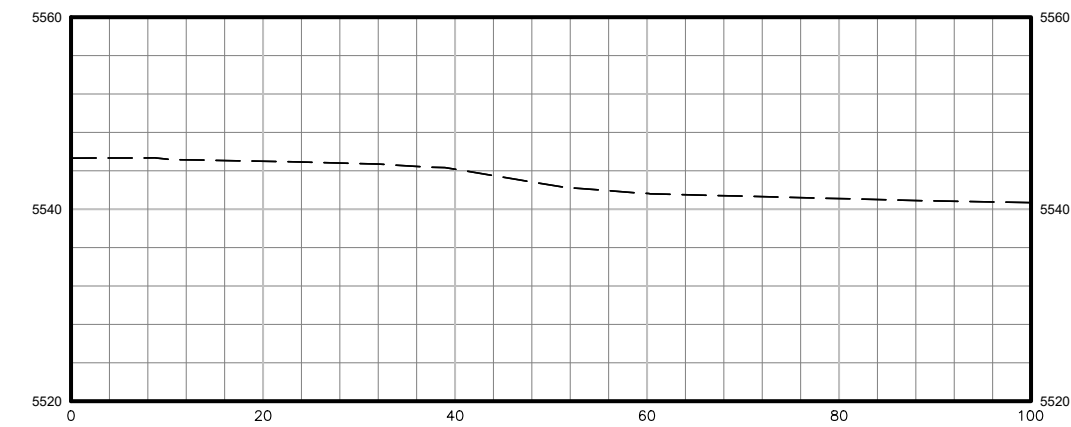
Scale 1" = 20' H/V

Sheet Page 138

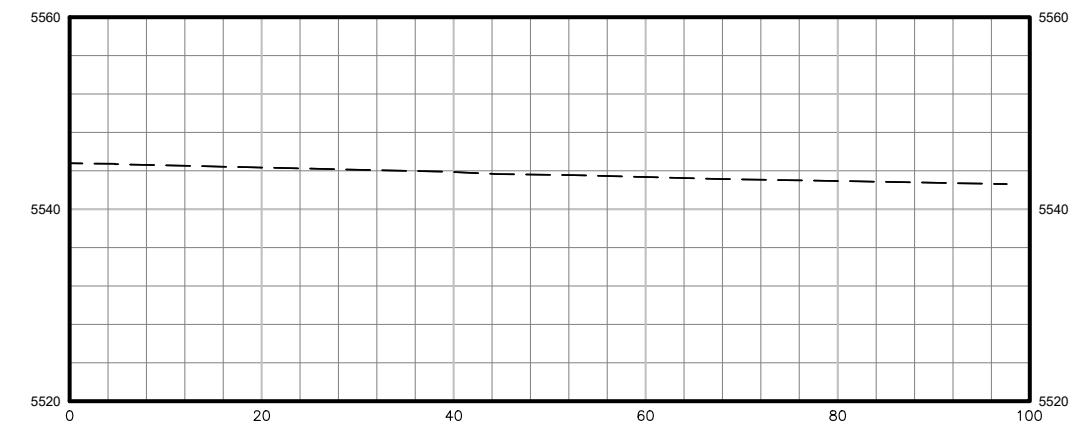
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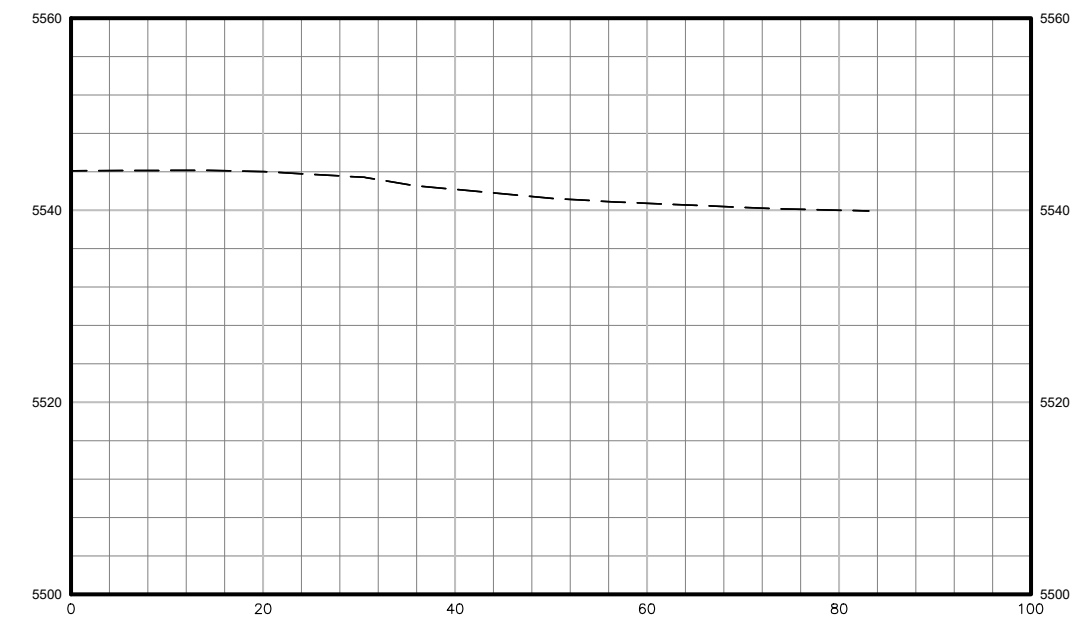
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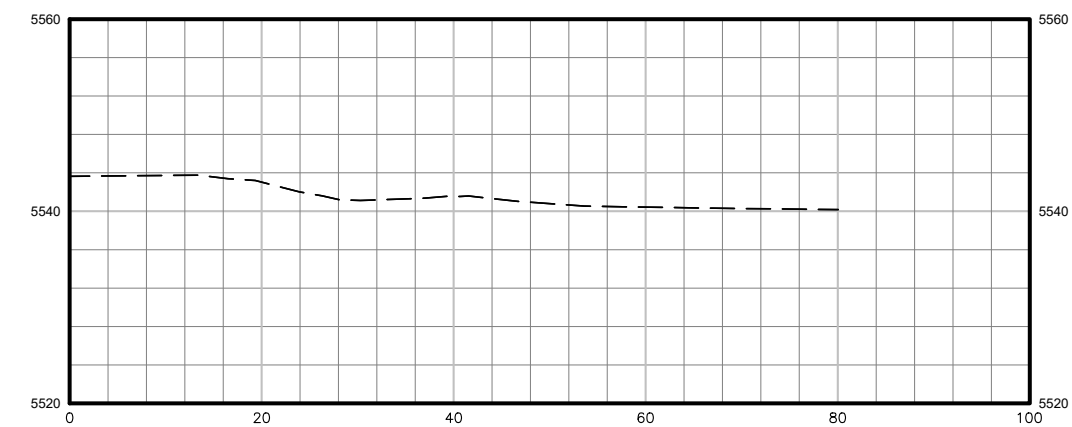
27+50.00



28+00.00



28+50.00



TERRAMAX, INC.

CONSULTING ♦ ENGINEERING

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

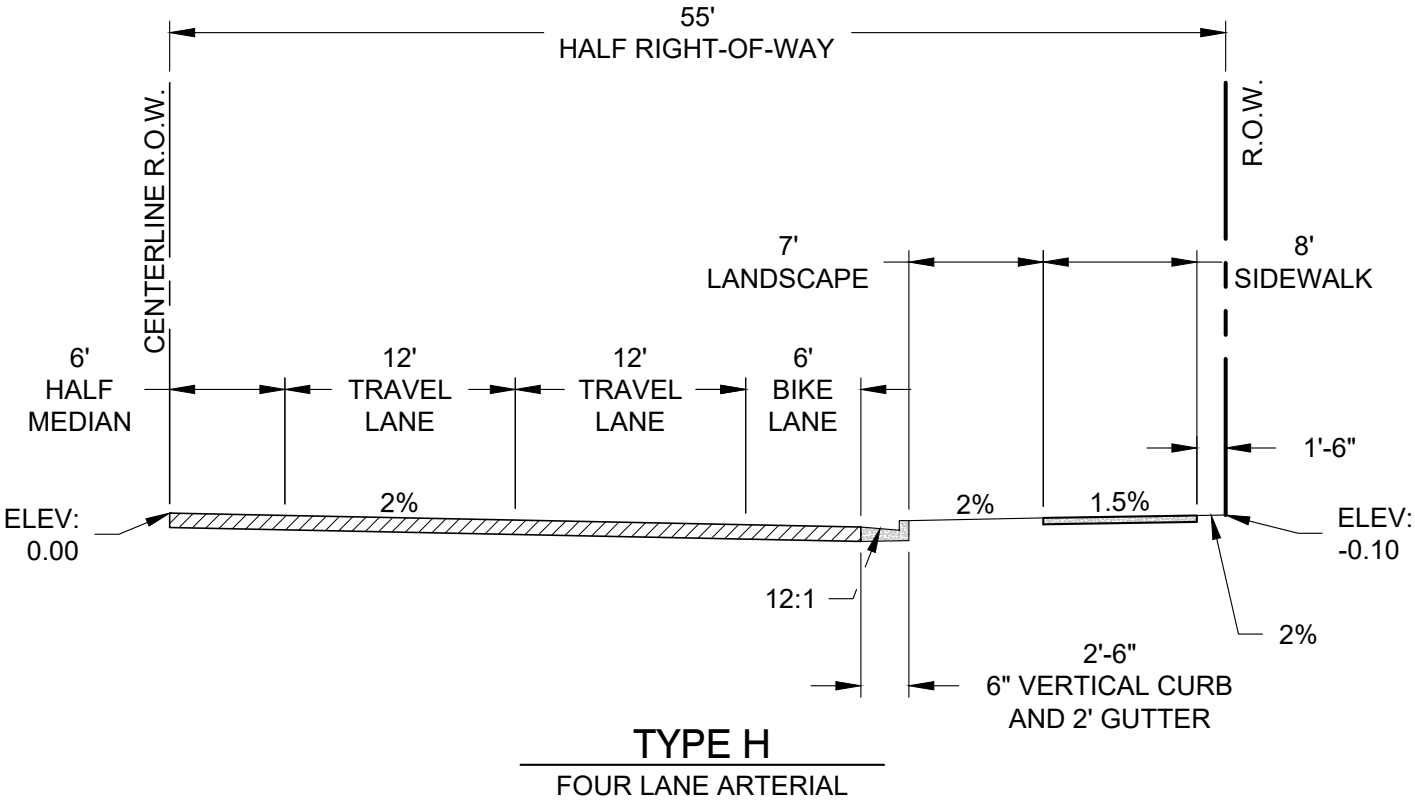
TOWN OF BENNETT

Kiowa Bennett Road Trail

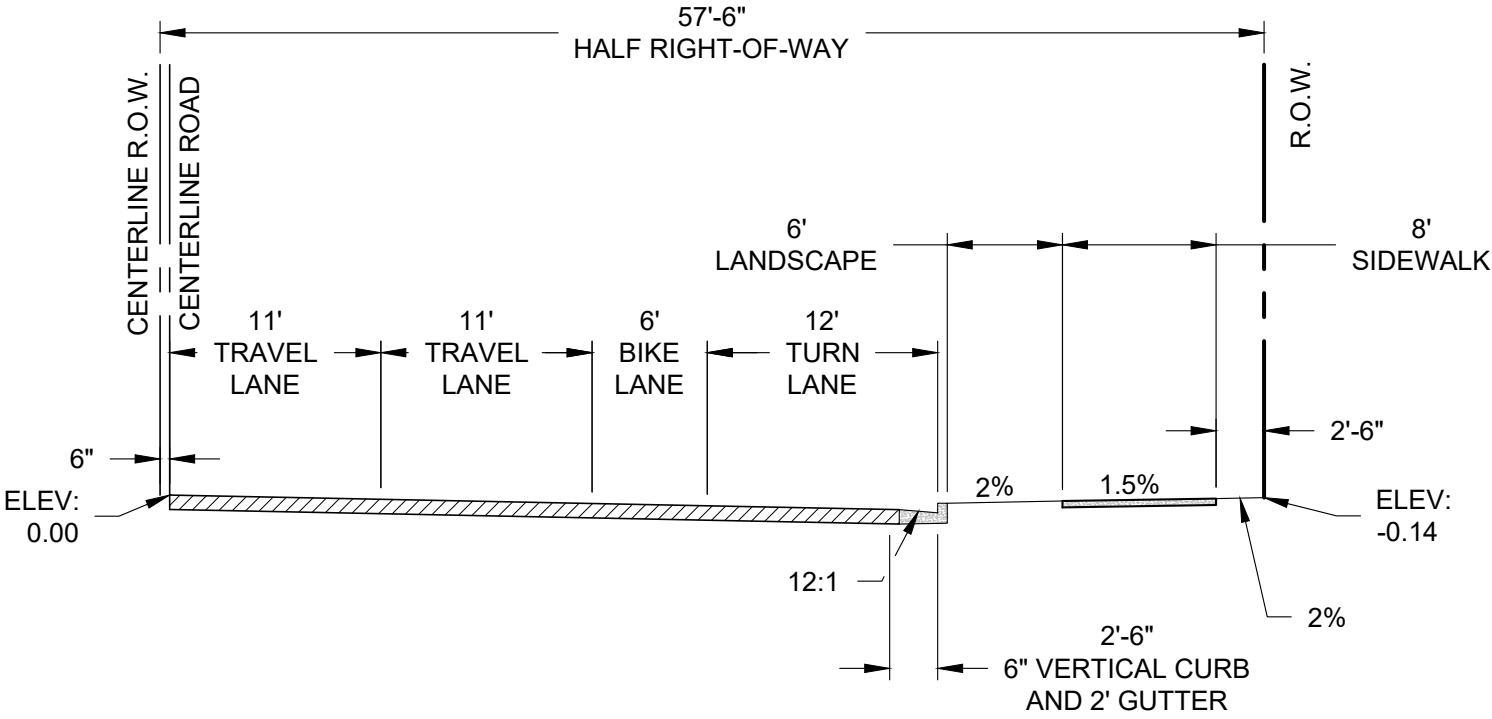
CROSS-SECTIONS (10)

Project No.	728
Date	24/MAR/22
By	LD
Scale	1" = 20' H/V
Sheet	Page 13
19	20

Plot Date: 03/24/22-1:11pm, Plotted by:mtkid, Drawing Path: N:\Terramax\Bennett\Kiowa Trail\Plan Set\2021 Design\Drawing Name:Kiowa Trail Details exhibit.dwg



TYPE H
FOUR LANE ARTERIAL



TYPE I
FOUR LANE ARTERIAL @ INTERSECTIONS

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4220 GOLF VISTA DRIVE
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DANGIROUX@TERRAMAX.US
(303) 929-3194

TOWN OF BENNETT

Kiowa Bennett Road Trail

TYPICAL FUTURE ROAD BUILDOUT SECTIONS

Project No.	728
Date	24/MAR/22
By	LD
Scale	1" = 100'
Sheet	Page 138
20	20

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	Essential Contractors
	Title	Owner
RFP:		Kiowa Bennet Concrete Trail Extension

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) \$178,882.60

State total bid price with discount \$178,882.60

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 PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 4/26/2020
Project Number: 22-005
RFP Title: Kiowa Bennett Concrete Trail Extension
Proposals Due: May 16, 2022, 4:00 p.m., Local Time
Submit Proposals to: Rprice@bennett.co.us

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

7806

For Additional Information Please Contact:

Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

Documents Included in This Package:

RFP Cover Sheet
Project Background and Specifications
RFP Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form
Submission Form
Substitute Form W-9
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Essential Contractors Fax: _____
Address: 2447 S Zeno St City/State: Aurora CO Zip: 80013
Contact Person: Jahn C Castillo Title: _____ Phone: 720-492-5363
Authorized Representative's Signature: Owner Phone: _____
Printed Name: Jahn C Castillo Title: Owner Date: 5/16/2022
Email Address: castillo@essentialcontractors.net

PRICING FORM

1 PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2,538	LF	6" Concrete Trail	\$41.79	\$ 106,051.18
2	2,538	LF	Removal of existing asphalt path	\$4.45	\$ 11,288.70
3	1	LS	Reseeding any vegetation that has been disturbed	\$18,243.90	\$ -
4	1	LS	Mobilization	\$13,069.62	\$ 13,069.62
5	1	LS	Final Grading	\$30,229.20	\$ 30,229.20
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
Total					\$ 178,882.60

Not to Exceed Total:

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:

Essential Contractors

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):

Essential Contractors

NAME (As it appears on invoice)

2447 S Zeno St

ADDRESS

Aurora Co, 80013

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

88-0953173

Name of Business Owner (please print) Essential Contractors

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 5/16/2022

Print Name

Jahn Carlos Castillo

Telephone Number () 720-492-5363

**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 reimbursement

☐ Sale of Land

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

[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: Essential Contractors
(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 Monday day of May 16, 2022

Prospective Contractor Essential Contractor

By: [Signature]
Title: Owner
State of Colorado

ACKNOWLEDGMENT

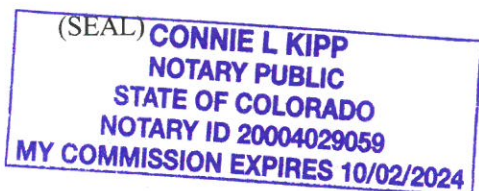
STATE OF Colorado)
) ss.
COUNTY OF Arapahoe

The foregoing Certification was acknowledged before me this 16th day of May, 2022 by [Name] Dahn Carlos Castillo, for [Company Name] Essential Contractors.

Witness my hand and official seal.

My commission expires: 10/02/2024

[Signature]
Notary Public



Kuhn Construction Inc.

Proposal # 1124-1

Project Name: Kiowa Bennett Concrete Trail Ext

Owner/GC: TOB

Attn: Robin Price

Bid Date: Monday, May 16, 2022

Base Bid	#	Description of Work	Quantity	Unit	Unit Rate	Total
		6" Concrete Trail	2538	LF	\$ 60.25	\$ 152,914.50
		Removal of Ex Asphalt Path	2538	LF	\$ 3.77	\$ 9,568.26
		Reseed any Vegetation that has been Disturbed	2.5	AC	\$ 3,750.00	\$ 9,375.00
		Mobilization	1	LS	\$ 3,660.00	\$ 3,660.00
		Pothole Ex Utilities	7	HRs	\$ 175.00	\$ 1,225.00
		Survey	1	LS	\$ 6,445.00	\$ 6,445.00
		Erosion Control	1	LS	\$ 4,355.00	\$ 4,355.00
		Disc Grass	10805	SY	\$ 0.40	\$ 4,322.00
		Strip Topsoil and Stockpile	1200	CY	\$ 4.25	\$ 5,100.00
		Site Grading- Stockpile Excess on S End of Project	3155	CY	\$ 8.91	\$ 28,111.05
		Replace Topsoil and Backfill	1200	CY	\$ 5.30	\$ 6,360.00
					\$	-
					Base Bid Total	\$ 231,435.81

Inclusions/ Exclusions

- #1 Proposal Price includes only items specifically referenced- additional prices can be provided for additional work requested by Owner/GC- Proposal prices good for 10 Days
- #2 Proposal prices based on fuel and materials @ bid date rates. Current fuel/material prices to be evaluated prior to start of job.
- #3 Plans Provided for Bid: Terramax 3/24/22 Davis Bacon/ Prevailing Wage Included: No
- #4 Specs Provided: None Addenda: None Soils Report: None
- #5 Export: Stockpiled Onsite Import: Not included. Site Must Balance. All quantities to be field measured
- #6 Erosion Control Included in Proposal. Additional Pricing can be provided upon request.
- #7 Cost of Water Not included. Water source to be provided onsite by Owner/GC
- #8 No Traffic Control, Utility Relocation or Permits Included
- #9 Unseen Conditions including- ground water, storm water, rock, frost, mud, trash, debris etc.... will be addressed as a change order or T&M.
- #10 No back charges will be accepted unless Kuhn Construction Inc. has been notified in writing, been given the option of repairing and or correcting the problem or a signed change order is issued

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance:

4/26/2020

Project Number:

22-005

RFP Title:

Kiowa Bennett Concrete Trail Extension

Proposals Due:

May 16, 2022, 4:00 p.m., Local Time

Submit Proposals to:

Rprice@bennett.co.us

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

7806

For Additional Information Please Contact:

Robin Price

(303) 644-3249 Ext. 1013

Email: **rprice@bennett.co.us**

Documents Included in This Package:

RFP Cover Sheet

Project Background and Specifications

RFP Instructions

Terms and Conditions

Special Terms and Conditions

Pricing Form

Submission Form

Substitute Form W-9

Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Kuhn Construction Inc.

Fax: _____

Address: 42309 Kiowa Bennett Rd City/State: Kiowa

Zip: 80117

Contact Person: William Kuhn Title: President

Phone: 303-570-6104

Authorized Representative's Signature: William Kuhn

Phone: 303-570-6104

Printed Name: William Kuhn Title: President

Date: 5/16/22

Email Address: kuhnconstruction@msn.com

Kuhn Construction Inc.

Kiowa Bennett Rd Trail

Contact Information:

Kuhn Construction Inc.
42309 Kiowa Bennett Rd, Kiowa, CO 80117
303-570-6104
kuhnconstruction@msn.com

William Kuhn- President
cell # 303-570-6104
kuhnconstruction@msn.com

History	<p>Kuhn Construction Inc. was started in 2010 as a grading, excavating, demo and utility company. Our office is located between Bennett and Kiowa on the Kiowa Bennett Road. We currently employ eight operators, experienced in all aspects of grading, drainage and utility projects. We own all of our equipment and have the resources to rent specialty equipment we might need. With our own equipment and a staff of experienced operators, we do a wide variety of projects. Our main focus of work is Parks, Trails, Drainages and Roadways. Most of our work is done for City's, Towns, School Districts, Metro Districts, Recreation Districts and Landscape Contractors. We place great emphases on customer service and quality work.</p>
Availability	<p>We will be doing most all of the work in-house, with minimal subcontractors, we will be able to better control the schedule have the equipment, staff and knowledge, perfectly suited for a project of this nature, and the schedule works perfectly with current work load.</p>
Project Team	<p>William Kuhn Estimator/ Project Manager/ Superintendent 20 years of experience as operator, foreman, superintendent, project manager and estimator for earthwork, parks, trails and drainage projects. (See Projects Below). Will be onsite at least twice per day.</p> <p>Joe O'Brien Foreman/ Superintendent 35 years experience as operator, foreman and superintendent. (See Projects Below) Will be full time onsite.</p> <p>Austin Coffman Foreman/ Blade/ Loader Operator 24 Years experience as equipment operator/ Foreman. (See projects below.) Will be full time onsite</p>
Similar Projects	<p>2012 East West Regional Trail- Douglas County Parks- City of Lone Tree 16'940 LF of 8' Wide Crusher Fines Trail. Pioneer new trail with minimal disturbance.</p> <p>2013 Wildgrass Trail Phase 3- Wildgrass Subdivision- City of Broomfield 4'200 LF of 8' Crusher Fines Trail- 3500 CY of Earthwork and 1555 CY of Topsoil- New crusher fines trail through subdivision for recreational use.</p> <p>2013 Civic Center Trail and Memorial Park- Town of Bennett 3'825 LF of 8' sidewalk grading with 8340 CY of Grading and 6400 CY of Topsoil. New Park with sidewalk and improvements.</p> <p>2017 BRPOS Trails and Parking Lots/ Trail Heads- Town of Bennett 18,480' of new trail through Open Space for Residential Recreation</p> <p>2019 Deputy Zach S Parrish III Memorial Park- Town of Castlerock 11 Ac Park with Parking, Trails, Utilities, Playfields and Playgrounds</p> <p>2021 BRPOS Phase II Trails and Upper Pond Fill- Town of Bennett 29,100' of new trail through Open Space for Residential Recreation</p>

SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
ATTN: Purchasing
207 Muegge Way
Bennett, CO 80102

Attn: Person in Charge
Title
RFP:

Does your proposal comply with all the terms and conditions? If no, indicate exceptions

~~YES~~ / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions

YES / ~~NO~~

State percentage of prompt payment discount, if offered

_____ %

State total bid price (include all items bid)

\$231435.81

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.

Kuhn Construction Inc.

Project Team

Project Name: 1124 KB Rd Trail

Client: Town of Bennett

Attn: Robin Price

Team

Company	Work Performed
Kuhn Construction Inc	Topsoil, Demo, Grading, Backfill
ESI Inc	Concrete
Z Bar Reclamation	Seeding

LUCERO CONCRETE CONTRACTORS
1511 APPLETON CT
BRIGHTON, CO 80601
OFFICE: 303-659-9104
Luceroconcretecontractors@gmail.com

PURPOSE

The overall purpose is to deliver, install Concrete project for the Town of Bennett for Kiowa Bennett Concrete Trail Extension.

QUALIFICATIONS

- 1) South Outlook Trail-City of Brighton.
 - a) Removal and replacement of 1700 lineal feet.
 - b) Removal of 1700 lineal feet of asphalt and replaced with 8' concrete. Project completed in 5 days.
- 2) Colorado Front Range Trail-
 - a) Removal and replacement of 160 lineal feet. R&R of concrete.
- 3) City of Brighton-Concrete replacement throughout the city of Brighton.
 - a) 200 yds removal and replacement at various location as identified by the City of Brighton.
- 4) LGI homes in keensburg. Flatwork for 500 homes.
- 5) City of Commerce City – R&R 1380 yards city sidewalk Second Creek Farms Sub-Division.

Reference

- 1) Joseph Leon- Construction Manager Publicwork
City of Brighton
303-655-2036
Jleon@brightonco.gov
- 2) Ryan Smith-Crew lead Park Department
City of Brighton
303-655-2007
Rfsmith@brightonco.gov
- 3) Luke Chwiedor-Area Construction Manager
LGI Homes
720-789-1973
Luke.Chwieder@lgihomes.com
- 4) George – City Inspector Commerce City 720-444-4854

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 4/26/2020
Project Number: 22-005
RFP Title: Kiowa Bennett Concrete Trail Extension
Proposals Due: May 16, 2022, 4:00 p.m., Local Time
Submit Proposals to: Rprice@bennett.co.us

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

7806

For Additional Information Please Contact:

Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

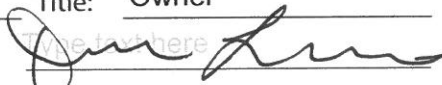
Documents Included in This Package:

RFP Cover Sheet
Project Background and Specifications
RFP Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form
Submission Form
Substitute Form W-9
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Lucero Concrete Fax: _____
Address: 1511 Appleton Ct City/State: Brighton, CO Zip: _____
Contact Person: Debbie Lucero Title: Owner Phone: 303-875-1532
Authorized Representative's Signature:  Phone: 303 875 1532
Printed Name: Debbie Lucero Title: Owner Date: _____
Email Address: debbieannlucero@gmail.com

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2,538	LF	6" Concrete Trail	74	\$187,812.00
2	2,538	LF	Removal of existing asphalt path	20.00	\$50,760.00
3	1	LS	Reseeding any vegetation that has been disturbed	1500	\$1,500.00
4	1	LS	Mobilization	2000	\$2,000.00
5	1	LS	Final Grading	1000	\$1,000.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
Total					\$243,072.00

Not to Exceed Total:

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to provide a contract for the **Kiowa Bennett Concrete Trail Extension**. 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

This project is to remove the existing asphalt trail from 6th Avenue (2,538.42 L.F.) to the south and tie back into the temporary asphalt trail to allow for the new set back location of a permanent 8' concrete trail along Kiowa Bennett. This trail comes from the Bennett Regional Park and Open Space through the Town of Antelope Hills Subdivision, then North onto Kiowa Bennett Road. Currently the trail is a temporary asphalt and dead ends at 6th. The trail will be set back in Town of Bennett ROW and this will be the new permanent location for the 2,538.42 LF of new concrete trail per plans.

III SCOPE OF WORK

The Town of Bennett desires to solicit proposals from interested firms or persons to provide selective site demolition, excavating, grading, subgrade preparation, concrete paving, backfill and fine grading, reseeding and all related construction work and services as required thorough the construction process for the Kiowa Trail. Project will be bid from Plans dated 3/24/22 by Terramax, Inc. Plan set includes pages 1-20 Town of Bennett Construction Plans Kiowa Trail 2022.

IV PROJECT SCHEDULE

Anticipated milestones for the Project are as follows:

April 26, 2022	Issue Request for Proposal
May 16, 2022	Proposal Submittal Deadline
May 26, 2022	Award Contract
June 13, 2022	Contractor Mobilization and Site Access
July 13, 2022	Project Substantial Completion
July 20, 2022	Project Final Completion

RFP INSTRUCTIONS

I QUESTIONS ABOUT RFP

All inquiries regarding this RFP shall be made in writing to Robin Price, Public Works Director, rprice@bennett.co.us no later than five (5) days before Proposals are due.

II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town's website as soon as available and shall be the responsibility of the Proposer to obtain all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an addendum will be issued announcing the new date.

III CONTENTS OF PROPOSAL

The Proposal shall contain, at a minimum, the following information:

1. Statements of Qualifications including:
 - i. General firm information including length of time in business
 - ii. Resumes of key project personnel and percent of team that is local
 - iii. Location of key project personnel and availability
2. Proposed Project team including Project Manager and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.
3. Approach to completing the Project, including addressing the elements of the Scope of Services contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the Proposer.
4. Project descriptions and references from at least three projects with similar size, type, and scope. These projects should demonstrate the experience of the project team and should have been completed during the past five years. The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.
5. Proposed schedule to complete the Project.
6. Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.
7. Signed copy of the cover page of this RFP (page 1 of this RFP)
8. Completed Pricing Form (form attached)

9. Completed Submission Form (form attached)
10. Completed Sample W-9 (form attached)
11. List any requested deviations from the attached Sample Agreement

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

One (1) copy of the Proposal shall be submitted via email, hand-delivery or mail to:

Town of Bennett
Attn: **Robin Price, Public Works Director**
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email: **rprice@bennett.co.us**

Hand-delivered or mailed Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP.

For emailed Proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of 25 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.

April 26, 2022	Issue Request for Proposal
May 10, 2022	Question Submittal Deadline
May 16, 2022	Proposal Submittal Deadline
May 17, 2022	Bid Opening
May 25, 2022	Award Notification
May 26, 2022	Award Contract

]

TERMS AND CONDITIONS

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

COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

QUALIFICATIONS OF CONTRACTOR: The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NON-APPROPRIATION: Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1st 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.

SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
ATTN: Purchasing
207 Muegge Way
Bennett, CO 80102

Attn: Person in Charge
Title
RFP:

Does your proposal comply with all the terms
and conditions? If no, indicate exceptions

YES / NO

Does your proposal meet or exceed all
specifications? If no, indicate exceptions

YES / NO

State percentage of prompt payment discount, if offered

_____ %

State total bid price (include all items bid)

243,072.00

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

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Debra Lucero

2 Business name/disregarded entity name, if different from above
Lucero Concrete Contractors

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.
1511 Appleton Ct

6 City, state, and ZIP code
Brighton, CO 80601

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

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	7	-	3	9	2	0	5	0	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ► *Debbie Lucero*

Date ► April 13, 2022

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.

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.

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:

Lucero Concrete Contractors

NAME (Legal Name)

Lucero Concrete

BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED

(if different from above):

Lucero Concrete

NAME (As it appears on invoice)

1511 Appleton Ct

ADDRESS

Brighton, CO 80601

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

1511 Appleton Ct

STREET ADDRESS

Brighton, CO 80601

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

47 - 3920506

Name of Business Owner (please print) Debbie Lucero

Check Appropriate Box:

☐ Corporation

☐ Partnership

☐ Government

☐ Individual/Sole Prop

☐ Non-Profit Organization

☒ Other

LLC

(Must explain)

CERTIFICATION

Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Tax Identification Number, and

(2) I am not subject to backup withholding.

(3) I am a US person (including a US resident alien)

Signature

Date

Print Name

Telephone Number

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT UNTIL
YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

☐ Merchandise Only

☐ Services

☐ Attorney

☐ Employee expense reimbursement

☐ Contract Labor

☐ Non Attorney

☐ Garnishment / Child Support

☐ Other (Explain)

☐ Damage awards & other reimbursement

☐ Sale of Land

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

**INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF
BENNETT AND _____**

1.0 PARTIES

The parties to this Agreement are the **Town of Bennett**, a Colorado municipal corporation, hereinafter referred to as the “Town,” and _____[**contractor name**]__, a Colorado _____[contractor business entity]__, hereinafter referred to as the “Contractor.”

2.0 RECITALS AND PURPOSE

- a) The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).
- b) The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- a) The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are pre-approved by the Town Administrator. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- b) The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one and one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- a) The Town designates _____[staff member]_, _____[staff title]_, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- b) The Contractor designates _____[Contractor's project manager's name]_ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be _____[start date]_, 20__ to _____[end date]_, unless the Agreement is sooner terminated pursuant to Section 13, below. The Contractor's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Bennett Board of Trustees, in its sole discretion.

7.0 INSURANCE

- a) The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Bennett, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Bennett, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If

the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Bennett under this contract.

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of 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

- a) This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

- b) In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Adams County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "Town of Bennett Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested,

by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Bennett
Attn: Town Administrator
207 Muegge Way
Bennett, CO 80102
Telephone: (303) 644-3249
Fax: (303) 644-4125

If to the Contractor:

_____[Contractor name]_____
_____[Contact person]_____
_____[address]_____
_____[city, state, zip]_____
Telephone: _____
Fax: _____

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF BENNETT
A Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
Town Clerk

CONTRACTOR:

By: _____
Title: _____
Date: _____

Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

Exhibit B

**Town of Bennett Public Services Contract Addendum
Prohibition Against Employing Illegal Aliens**

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: _____
(Prospective Contractor)

To: Town of Bennett

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 20__.

Prospective Contractor _____

By: _____
Title: _____
State of Colorado

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Certification was acknowledged before me this _____ day of _____,
20__, by [Name] _____, for [Company Name] _____.

Witness my hand and official seal.

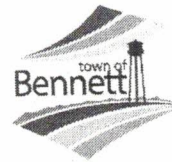
My commission expires: _____

(SEAL)

Notary Public

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance:

4/26/2020

Project Number:

22-005

RFP Title:

Kiowa Bennett Concrete Trail Extension

Proposals Due:

May 16, 2022, 4:00 p.m., Local Time

Submit Proposals to:

Rprice@bennett.co.us

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

7806

For Additional Information Please Contact:

Robin Price

(303) 644-3249 Ext. 1013

Email: **rprice@bennett.co.us**

Documents Included in This Package:

RFP Cover Sheet

Project Background and Specifications

RFP Instructions

Terms and Conditions

Special Terms and Conditions

Pricing Form

Submission Form

Substitute Form W-9

Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Denver Best Concrete, LLC

Fax: _____

Address: 330 S. Dutch Valley Rd City/State: Bennett, CO

Zip: 80102

Contact Person: Hector Madera Title: Owner

Phone: 720 308-7274

Authorized Representative's Signature: _____

Phone: 720 308-7274

Printed Name: Hector Madera Title: Owner

Date: 05/12/2022

Email Address: denverbstconcrete@gmail.com

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to provide a contract for the **Kiowa Bennett Concrete Trail Extension**. 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

This project is to remove the existing asphalt trail from 6th Avenue (2,538.42 L.F.) to the south and tie back into the temporary asphalt trail to allow for the new set back location of a permanent 8' concrete trail along Kiowa Bennett. This trail comes from the Bennett Regional Park and Open Space through the Town of Antelope Hills Subdivision, then North onto Kiowa Bennett Road. Currently the trail is a temporary asphalt and dead ends at 6th. The trail will be set back in Town of Bennett ROW and this will be the new permanent location for the 2,538.42 LF of new concrete trail per plans.

III SCOPE OF WORK

The Town of Bennett desires to solicit proposals from interested firms or persons to provide selective site demolition, excavating, grading, subgrade preparation, concrete paving, backfill and fine grading, reseeding and all related construction work and services as required thorough the construction process for the Kiowa Trail. Project will be bid from Plans dated 3/24/22 by Terramax, Inc. Plan set includes pages 1-20 Town of Bennett Construction Plans Kiowa Trail 2022.

IV PROJECT SCHEDULE

Anticipated milestones for the Project are as follows:

April 26, 2022
May 16, 2022
May 26, 2022
June 13, 2022
July 13, 2022
July 20, 2022

Issue Request for Proposal
Proposal Submittal Deadline
Award Contract
Contractor Mobilization and Site Access
Project Substantial Completion
Project Final Completion

RFP INSTRUCTIONS

I QUESTIONS ABOUT RFP

All inquiries regarding this RFP shall be made in writing to Robin Price, Public Works Director, rprice@bennett.co.us no later than five (5) days before Proposals are due.

II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town's website as soon as available and shall be the responsibility of the Proposer to obtain all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an addendum will be issued announcing the new date.

III CONTENTS OF PROPOSAL

The Proposal shall contain, at a minimum, the following information:

1. Statements of Qualifications including:
 - i. General firm information including length of time in business
 - ii. Resumes of key project personnel and percent of team that is local
 - iii. Location of key project personnel and availability
2. Proposed Project team including Project Manager and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.
3. Approach to completing the Project, including addressing the elements of the Scope of Services contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the Proposer.
4. Project descriptions and references from at least three projects with similar size, type, and scope. These projects should demonstrate the experience of the project team and should have been completed during the past five years. The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.
5. Proposed schedule to complete the Project.
6. Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.
7. Signed copy of the cover page of this RFP (page 1 of this RFP)
8. Completed Pricing Form (form attached)

9. Completed Submission Form (form attached)
10. Completed Sample W-9 (form attached)
11. List any requested deviations from the attached Sample Agreement

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

One (1) copy of the Proposal shall be submitted via email, hand-delivery or mail to:

Town of Bennett
Attn: **Robin Price, Public Works Director**
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email: **rprice@bennett.co.us**

Hand-delivered or mailed Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP.

For emailed Proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of 25 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.

April 26, 2022	Issue Request for Proposal
May 10, 2022	Question Submittal Deadline
May 16, 2022	Proposal Submittal Deadline
May 17, 2022	Bid Opening
May 25, 2022	Award Notification
May 26, 2022	Award Contract

1

TERMS AND CONDITIONS

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

COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

QUALIFICATIONS OF CONTRACTOR: The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NON-APPROPRIATION: Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1st 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	2,538	LF	6" Concrete Trail		\$0.00\$162,432.00
2	2,538	LF	Removal of existing asphalt path		\$0.00 \$40,608.00
3	1	LS	Reseeding any vegetation that has been disturbed		\$0.00 N/A
4	1	LS	Mobilization		\$0.00 \$2,500.00
5	1	LS	Final Grading		\$0.00 \$26,000.00
6	20,304	SC FT	Install 6" of road base with labor and material		\$0.00\$40,608.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
Total					\$0.00 \$272,148.00

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
Title
RFP:

Does your proposal comply with all the terms
and conditions? If no, indicate exceptions

~~YES~~ / NO

Does your proposal meet or exceed all
specifications? If no, indicate exceptions

YES / NO

State percentage of prompt payment discount, if offered

0 %

State total bid price (include all items bid)

N/A

State total bid price with discount

272,148.00

**The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors.
Please submit the attached form with your Proposal.**

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)

same

BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED

(if different from above):

Denver Best Concrete, LLC

NAME (As it appears on invoice)

330 S. Dutch Valley Rd

ADDRESS

Bennett, CO

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

330 S. Dutch Valley Rd

STREET ADDRESS

Bennett, CO

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

46-5180561

Name of Business Owner (please print) Type text here Hector Madera & Celida Gutierrez

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 Type text here

Date 05/12/2022

Print Name Hector Madera

Telephone Number (720) 308-7274

**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 reimbursement

☐ Sale of Land

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF BENNETT AND Denver Best Concrete, LLC

1.0 PARTIES

The parties to this Agreement are the **Town of Bennett**, a Colorado municipal corporation, hereinafter referred to as the "Town," and Hector Madera [contractor name]__, a Colorado _____[contractor business entity]__, hereinafter referred to as the "Contractor."

2.0 RECITALS AND PURPOSE

- a) The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").
- b) The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- a) The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are pre-approved by the Town Administrator. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- b) The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days

may be assessed an interest charge of one and one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- a) The Town designates _____ [staff member]_, _____ [staff title]_, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- b) The Contractor designates Hector Madea [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 June 13 [start date]_, 20 22 to July, 2022 [end date]_, unless the Agreement is sooner terminated pursuant to Section 13, below. The Contractor's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Bennett Board of Trustees, in its sole discretion.

7.0 INSURANCE

- a) The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Bennett, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Bennett, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property

damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Bennett under this contract.

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of 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

- a) This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

- b) In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Adams County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "Town of Bennett Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested,

by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Bennett
Attn: Town Administrator
207 Muegge Way
Bennett, CO 80102
Telephone: (303) 644-3249
Fax: (303) 644-4125

If to the Contractor:

__ [Contractor name] Denver Best Concrete, LLC
__ [Contact person] Hector Madera
__ [address] 330 S. Dutch Valley Rd
__ [city, state, zip] Bennett, CO
Telephone: 720 308-7274
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: Hector Madera
Title: Owner
Date: 05/12/2022

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: Denver Best Concrete, LLC
(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 12 day of May, 20 22.

Prospective Contractor Denver Best Concrete, LLC

By: Hector Madera
Title: Owner
State of Colorado

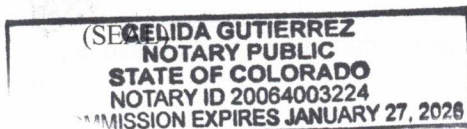
ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing Certification was acknowledged before me this 12 day of May, 2022 by [Name] Hector Madera, for [Company Name] Denver Best Concrete.

Witness my hand and official seal.

My commission expires: 1/27/2026



Cecilia Gutierrez
Notary Public

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form 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.
Denver Best Concrete LLC

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) **P**

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 payer 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).
330 E Dutch Valley Rd.

6 City, state, and ZIP code
Bennett CO. 80102

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

			-			-		
--	--	--	---	--	--	---	--	--

or

Employer identification number

46-5180561

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 ▶ **[Signature]**

Date ▶ **08-17-2021**

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.

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-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.

PROPOSAL

Date: May 14, 2022
 Proposal # 2022
 Expiration Date: Within 30 Days

Denver Best Concrete, LLC
 330 South Dutch Valley Road
 Bennett, CO 80102
 720-308-7274
 Fax 303-763-0093
 denverbestconcrete@gmail.com

Job Location
 Kiowa Trail 2022

TO:

Robin Price
 207 Muegge Way
 Bennett, CO 80102
 303 644-3249 Ext 1013
 303 644-4125
Rprice@bennett.co.us

JOB #:	2022					
DESCRIPTION	SQ/FT					TOTAL
Install new concrete sidewalk trail 6” thick by plans	20,304	X	\$8.00			\$162,432.00
Removal of the existing asphalt sidewalk	20,304	X	\$2.00			\$40,608.00
Mobilization						\$2,500.00
Final grading						\$26,000.00
Install 6” of road base as require	20,304	X	\$2.00			\$40,608.00
Including labor and material and concrete to be 45000 PSI with fiber mesh per CDOT require						
Please note reseeding any vegetation that has been disturbed is not included						
Any concrete test of inspections it is by the town of Bennett						
Total Discount						
		Subtotal		\$272,148.00		
		Sales Tax				
		Total		\$272,148.00		

Quotation prepared by: **Hector Madera**, Owner

Any alterations or deviation from above specification involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Any invoice not pay in 30 days will be charge 8% interest and recovery cost.

To accept this quotation, sign here and return: _____

Denver Best Concrete, LLC *Affordable and High Quality Concrete in the Denver Metro Area*

THANK YOU FOR YOUR BUSINESS!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2021

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	Advantage 1 Insurance P.O. Box 1302 Erie, CO 80516	CONTACT NAME: Tina Messer PHONE (A/C, No, Ext): (720)370-2833 E-MAIL ADDRESS: tina@advantageoneins.com FAX (A/C, No): 720-370-2866
INSURED	Denver Best Concrete LLC 330 S. Dutch Valley Road Bennett, CO 80102	INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Family Mutual INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 90018663-237003

REVISION NUMBER: 22


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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPCO0560125964	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPCO0560125964	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPCO0560125964	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	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		CPCO0560125964	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Town of Bennett 207 Muegge Way Bennett, CO 80102	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  (TMM)
---	--

BLANKET WAIVER OF SUBROGATION

The endorsement modifies Insurance provided under the Businessowners Coverage Form. Please read it carefully.

K. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any Right of Recovery we may have against any additional Insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the Businessowners Coverage Form. Please read it carefully.

Under **C. Who Is An Insured**, the following Definition is added:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is added as an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. Bodily injury or property damage occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____



KIOWA CONCRETE TRAIL BENNETT EXTENSION

Prepared for:



May 16, 2022

Submitted by:



**Kiowa Bennett Concrete Trail
Extension - Project Number: 22-005**

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

Attn: Town of Bennett -

Robin Price: 303.644.3249, Ext. 1013 |
RPrice@bennett.co.us

**Concrete Express, Inc.
dba CEI**

2027 W. Colfax Avenue,
Denver, CO 80204

Daniel P. O'Dea, Secretary:
303.562.2000 |

DOdea@ceiconstructors.com



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2. Proposed Team
3. Project Approach
4. Relevant Projects

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5. Project Schedule
6. Fee Schedule

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7. Signed RFP Cover Page
8. Completed Pricing Form
9. Completed Submission Form
10. Completed Sample W-9
11. Deviations from Sample Agreement - N/A
12. Signed Acknowledge Addendum #1



TOWN OF BENNETT PROJECT GOALS

(According to RFP)

For ease of reference, if viewing electronically, in Adobe Acrobat click on "Window; New Window" and view this page on one screen with the rest of the proposal on the other.

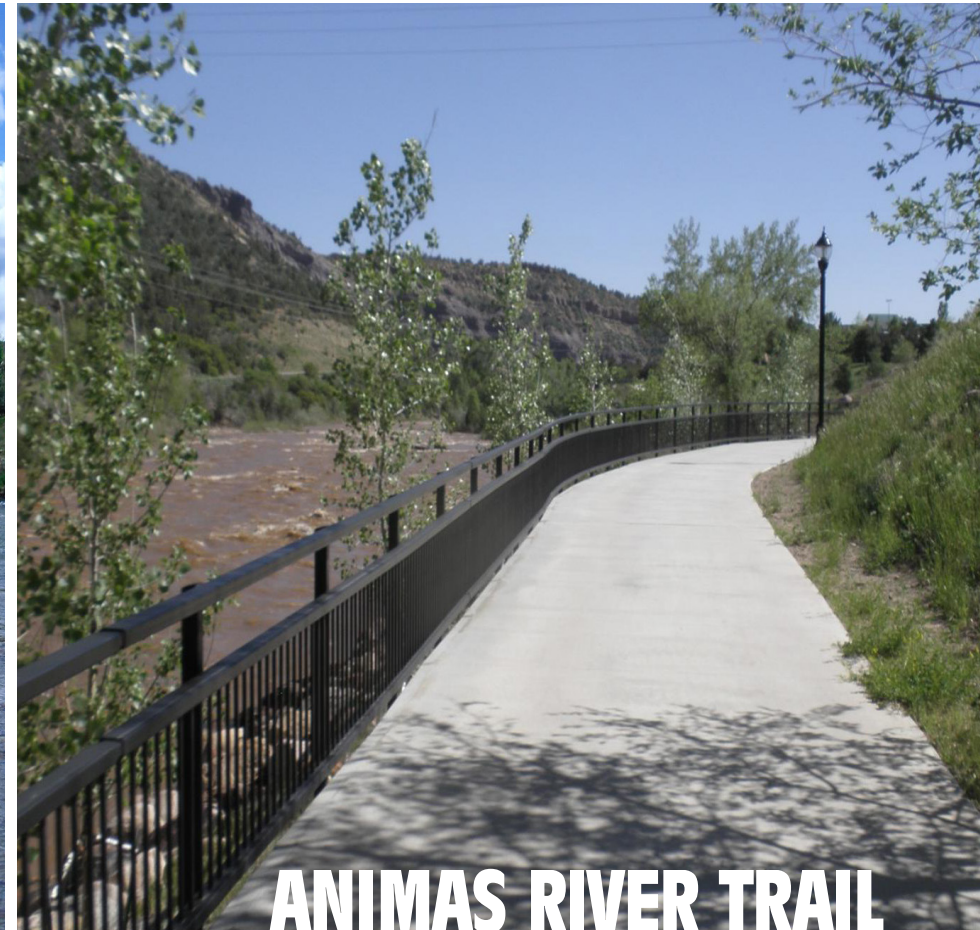
- 1 Technical & Knowledgeable Team
- 2 Environmentally Sensitive Approach
- 3 Aesthetic & Resilient Quality
- 4 Clear Public Communication & Safety
- 5 Maintain Schedule For Timely Delivery

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TOWN OF BENNETT

1-4

QUALIFICATIONS, PROPOSED TEAM, & EXPERIENCE



ANIMAS RIVER TRAIL



Client | **City of Durango**
CEI Self-Performed | **97%**

Page 201

Design-build for a new concrete trail and 260LF pedestrian bridge over the Animas River, including dam embankment excavation, new 450LF of 16-inch stormwater lines, precast retaining walls, ground stabilization, and abutment installation.

1.STATEMENT OF QUALIFICATIONS

1

NEIGHBORS HELPING NEIGHBORS BETTER OUR COMMUNITY

We're motivated by the opportunity to make an impact that goes well beyond the scope of the projects we design and deliver; we believe that our best work meaningfully improves lives and our communities. The CEI Team is excited to partner with the Town of Bennett to deliver quality project results using our construction model that fosters a safe and enjoyable area for trail users.

To achieve the goals set forth in the Kiowa Bennett Concrete Trail Expansion RFP requires technical expertise that will set the precedence for community enrichment and future expansion of the trail within the adjacent areas. Our team has prepared a conscientious plan that lays the foundation for several types of success: quality results, building an invaluable partnership with the Town of Bennett stakeholders, and maintaining a presence that is reflective of our continued investment for our community.

For the past 35 years, our dedicated team of 250 local craftsmen that average 15+ year tenure with CEI, continue working together to exceed client expectations. Using detailed communication, our award-winning team's reputation is built by our transparent collaboration style that cultivates trust throughout the final punch list item. Using safety at the helm of our approach and delivery, we work proactively to identify and mitigate potential risks in effort to establish the safest working environments. **Self-performing an average of 65-80% of our work, for this project we will utilize our in-house capabilities to perform 95% of the project scope. This guarantees significant cost-savings to stakeholders and while giving our team diligent control of the schedule for quality completion of the trail extension delivered on time and within budget. We are dedicated to providing a seamless construction experience using an ecologically sensitive approach that delivers a successful and enriching project for current and future community members.**

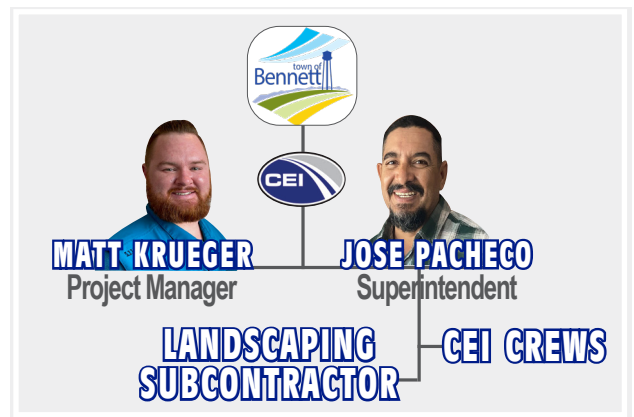
2.PROPOSED TEAM & SUBCONTRACTORS



100% of CEI's team are local to the Denver Metro area and have worked together on many projects that are similar to the Kiowa Bennett Concrete Trail project. Instrumental to recent and past project success using CEI's "Partners & Project-First" model, proposed Project Manager Matt Krueger and Superintendent Jose Pacheco have worked together to complete many projects together such as Copperleaf Trail Improvements, High Line Canal and Trail, P2P Up Canyon Trail Segment, and currently in progress, the Sheridan Boulevard Improvements, a project that involves intersection updates, widening the roadway, and construction of a 2,500LF concrete trail west of the boulevard. Working side-by-side with the Town of Bennett, Matt and Jose will use their solid understanding of the goals and shared innovative and technical experience to deliver results that will stand the test of time for generations to experience and enjoy.

Conveniently two miles from the project location, Matt will use the proximity of his home office to his advantage while maintaining the synergy of all facets of the project and will serve as the main point of contact for the Town's team. For 30+ years as a CEI leader, Jose continues promoting CEI's priority for safety and quality as the Concrete Superintendent. For this project, he will oversee the phasing, work methods, duration, scheduling, and CEI's crews.

CEI's pricing packaged for this project was developed by identifying the scopes we will self-perform and the landscaping scope we have assigned to Powell Restoration for the most cost-effective solution. We encourage contact with our references who will speak to the savings using CEI as the contractor for their projects.



MATT KRUEGER



PROJECT MANAGER

Matt brings a decade of heavy civil construction experience with a thorough understanding of state regulations, policies, and standards managing diverse projects with an emphasis on roadway and drainage projects within dense urban areas. Matt has a proven record of success managing aggressive schedules and varying budget sizes while maintaining daily operations, supervision, coordination, and team collaboration to deliver high-quality projects on time and within budget. He also serves as a leader and mentor for CEI's Operations team.

INDUSTRY

12 Industry Years

10 Years with CEI

QUALIFICATIONS

B.S., ENG - Civil Specialty
(Colorado School of Mines)
CDOT Transportation &
Erosion Control
CDOT TECS 1
GPS Training
Fall Protection Training
First Aid/AED/CPR Certified
OSHA 10-Hour Certification
Rigging & Signal Person
Awareness Training
Smith Driver Safety
Traffic Control Certificate
Utility Hits & Reporting

REFERENCES

Scot Grossman
JCOS - 303.271.5913
James DeHerrera
Aurora - 303.739.7471
Rob Chado
Centennial - 303.325.8052

High Line Canal and Trail | Aurora | Project Manager

\$930K project involved installation of 4,560LF of 8-foot wide reinforced concrete trail adjacent to the High Line Canal trail including new ADA-compliant curb ramps, and removal and replacement of existing headwalls that were designed with a shallow foundation system so they wouldn't interfere with two large existing gas mains. Matt served as the main point of contact throughout the construction of the project.

Peaks to Plains | Jefferson & Clear Creek Counties | Project Mgr

Up Canyon: The federal segment of the project was Colorado's first progressive design-build project accomplished with CDOT funding and required a full cost reconciliation with a JCOS Independent Cost Estimate. In total, this \$18.9M project included the design, permitting, and construction of 1.75 miles of new multi-use trail, 163-foot steel prefabricated bridge, two trailheads, restroom amenities, new parking area for 166 cars, hiker-only suspension bridge, restoration to open the historic Welch Ditch wooden flume trail, and trail connections to the existing Grant Terry bridge. *Project received many awards including the 2017 CCA Environmental Excellence Award, 2017 ACEC Honor Award for Excellence in Engineering, 2017 Redi-Rock Innovative Project of the Year, and 2016 ASLA Land Stewardship Award.*

Copperleaf Trail Improvements | Aurora | Project Manager

\$1.3M improvement project to demolish existing trail for new construction of a 10-foot wide concrete pedestrian trail at 6" thickness and 10" thickness, top soil excavation/replacement, earthwork, installation of a new pedestrian bridge, and seeding/revegetation. Matt worked with the County to successfully navigate the unforeseen challenges that caused many field changes due to the design using a seven-year outdated survey.

Sheridan Underpass | Westminster | Project Manager

\$8M CMGC design-build for Sheridan Boulevard to upgrade four intersections, widen the road from two to three lanes both directions, new construction of a 42-foot wide by 14-foot tall CON/SPAN arch underneath the boulevard that connects RTD with downtown Westminster, new construction of a 2,500LF concrete trail connection to an existing multi-use bike path, landscaping and re-seeding. Matt worked closely with CEI's cost estimator to efficiently design the project and serves as the main point of contact throughout the completion of the project.

Gregory Street Relocation | Black Hawk | Project Engineer

\$8M relocation and reconstruction of the critical connection between Black Hawk and Central City. The mountainous canyon setting posed many challenges to the construction of structural walls, utility installations, and roadway re-alignments while safely completing the work adjacent to significant historical and cultural resources. Matt effortlessly managed all aspects of construction, successfully delivering the project on time and within budget.

Broadway Station Filing & Infrastructure | Denver | Project Manager

\$8M multi-phase site development located in a dense urban area of Denver that included improvements to existing site infrastructure, storm sewer, water lines, steel casing, sanitary, utility installation, fire hydrant assemblies, and new roadways and sidewalks. Matt has served as the point of contact for the most recent three of four phases of the project working with the stakeholders while overseeing the crews operate safely and timely for quality results.

JOSE PACHECO



INDUSTRY

30 Industry Years

28 Years with CEI

QUALIFICATIONS

ACI Concrete Flatwork Finisher Certification
Annual EEOC Training
CDOT Transportation & Erosion Control Certification
Competent Person Training
First Aid/AED/CPR
Flagger Certification
Forklift/Skid Steer Operator Certification
Incident Reporting Training
OSHA 10-Hr Certification
Reasonable Suspicion Training
RTD On Track Safety Certification
Smith Driver Safety
Stormwater Management
Swamp Training
Traffic Control Supervisor
Utility Hits & Reporting

REFERENCES

Andrew Hawthorn
Westminster - 303.658.2428
Scott Timmons
JCOS - 303.271.5049
Roger Harvey
Arapahoe County - 785.202.0384

PROJECT SUPERINTENDENT

Jose uses his thirty-year career of civil construction experience to manage the company's \$25M Flatwork Division and flatwork crews. As a Superintendent, Jose is responsible for construction activities, including planning, resource scheduling, owner relations, subcontractor coordination, safety, and quality compliance. He brings a practical approach to managing various scopes of work including concrete paving, concrete flatwork, grading, and equipment operations.

Copperleaf Trail Improvements | Aurora | Superintendent

\$1.3M improvement project to demolish existing trail for new construction of a 10-foot wide concrete pedestrian trail at 6" thickness and 10" thickness, top soil excavation/replacement, earthwork, installation of a new pedestrian bridge, and seeding/revegetation. Matt worked with the County to successfully navigate the unforeseen challenges that caused many field changes due to the design using a seven-year outdated survey.

High Line Canal and Trail | Aurora | Superintendent

\$930K project involved installation of 4,560LF of an 8-foot wide reinforced concrete trail adjacent to the High Line Canal trail including new ADA-compliant curb ramps, and removal and replacement of existing headwalls that were designed with a shallow foundation system so they wouldn't interfere with two large existing gas mains. Matt served as the main point of contact throughout the construction of the project.

Longs Pine Grove Park | Arapahoe County | Superintendent

\$2.8M design-bid-build for a new park on 2.8 acres that included new construction for a playground, pedestrian bridge, restroom facility, shade shelter structure, and picnic tables to connect residents in the area to the High Line Canal Trail. Jose supervised procurement activities throughout completion of the project.

Sheridan Underpass | Westminster | Concrete/Flatwork Super

\$8M CMGC design-build for Sheridan Boulevard to upgrade four intersections, widen the road from two to three lanes both directions, new construction of a 42-foot wide by 14-foot tall CON/SPAN arch underneath the boulevard that connects RTD with downtown Westminster, new construction of a 2,500LF concrete trail connection to an existing multi-use bike path, landscaping and re-seeding. Jose oversees crews use safety while focused on quality results following the project schedule.

Peaks to Plains | Jefferson & Clear Creek Counties | Superintendent

Up Canyon: \$26.6M project included the design, permitting, and construction of a new four-mile paved, multi-purpose trail that traversed steep canyon terrain along US Highway 6 and Clear Creek, connecting the new Big Easy Trailhead in Jefferson County to Tunnel No. 5 in Clear Creek County. Details included a concrete trail, four pedestrian bridges, two underpasses under US 6, and a modification to a bridge over Clear Creek to allow the trail to pass under the highway at the bridge. *Project received many awards including the 2017 CCA Environmental Excellence Award, 2017 ACEC Honor Award for Excellence in Engineering, 2017 Redi-Rock Innovative Project of the Year, and 2016 ASLA Land Stewardship Award.* **Gateway Segment:** The federal segment of the project was Colorado's first progressive design-build project accomplished with CDOT funding and required a full cost reconciliation with a JCOS Independent Cost Estimate. The \$18.9M project included the design, permitting, and construction of 1.75 miles of new multi-use trail, 163-foot steel prefabricated bridge, two trailheads with restroom amenities and parking for 166 cars, hiker-only suspension bridge, restoration to open the historic Welch Ditch wooden flume trail, and trail connections to the existing Grant Terry bridge. Jose managed concrete, flatwork, and intricate park details for both projects.

Westminster Station Park | Westminster | Superintendent

Nature Play: \$6M project included design of the park to blend the urban architectural features. The overall design of the park with natural elements associated with Little Dry Creek and the floodplain. Phase I included construction of the nature playground with tree houses, sand and water play features; picnic pavilion; restrooms; water quality treatment of parking lot; landscaping and irrigation; lighting; site furnishings; art and signage. **Westminster Station Park:** \$16M project included grading, shaping and exporting soil from a 40-acre site, clearing the land, removing old drainage ditches and utilities, and lowering the existing floodplain by over excavating 200,000yd³ of soil to create a lake area. Jose managed concrete, flatwork, and intricate park details for both projects. *Project received several awards including the 2017 CASFM Grand Project and Colorado APWA Project Of The Year Award.*

3. APPROACH FOR PROJECT SUCCESS



Our overall goal for the construction schedule is that there is minimal impact with the shortest duration for the public while completing the project on time. Our initial schedule uses the dates per the RFP with the construction start date as May 25, 2022 with completion on or before July 20, 2022.

- To optimize the schedule, our team suggests an expedited permit review process by the Town so that there is enough time allotted to procure necessary materials that may drive the critical path.
- A strong advantage CEI will utilize is access and mobilization of our large, company-owned equipment located throughout the Denver Metro area that includes over 260 pieces of privately owned construction equipment, including 28 side dumps, 21 excavators, 28 loaders and skid steers, four motor graders and multiple dozers.
- We encourage the Town of Bennett team to discuss our recent and past project accomplishments with our provided references. We take pride in the reputation we have established with our long-standing client partnerships and proven project approach and execution. This approach involves engaging our team early in project design and constructability review to ensure adequate staffing, resources, and detailed communication to maintain schedule requirements and provide the most cost-effective construction. For the Kiowa Bennett Concrete Trail Extension, CEI's team will utilize their experience for the successful and seamless project delivery for the Town of Bennett and residents.

Specific Scope Project Planning

Traffic Control

Safety is our priority focus at CEI and we strive to identify and mitigate any potential risks prior to and during projects to ensure a safe working environment for all parties involved in and around the job site. Our traffic control plan, provided by our Traffic Control Supervisor, follows the provisions from the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. These plans will be submitted for their review and approval by the Town of Bennett. CEI provides training and certification for our employees with regards to ECS, OSHA 10-hour, and all of our crew members are provided with Personal Protection Equipment (PPE) that includes hardhats, safety vests, protective eye wear, foam earplugs, face masks for COVID safety, and are recognizable to the general public as part of the construction crew.

Site Demolition

CEI will remove the existing trail and dispose of all materials produced by the demolition. During the demolition process, our team will maintain an orderly construction zone using the necessary equipment to manage debris caused from construction to ensure little impact is made on traffic and pedestrians. Before any CEI project begins, our team establishes a plan that includes identified safety concerns and mitigation, and a management plan for project-related stockpiles to ensure the location of the temporary storage includes timely disposal to minimize any inconveniences.



Sent to and shared by Barb Chongtoun, P.E., MHFD Development Services Director:

Thank you - and kindly extend my thanks to all connected with the Cherry Creek Trail improvement between Iliiff and Quebec. It is difficult to express how that segment improves my life and lifts my mood every time I commute thru there. The true genius lies in the ability to come together for a project that defines beauty and aspiration. Denver area is much better positioned to improve our creeks [compared to other major cities]. It's a gift; and so are you. Thanks for your service.

- Dean Brooks, Cherry Creek Trail User

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Specific Scope Project Planning *Continued*

Grading & Compaction

After excavating and disposing of all excess material from the demolition the excess earthwork material will be stockpiled at the south end of the project location within the right-of-way, CEI will grade to meet proper grade, compaction, and slope requirements to allow for the new set back location and new 8-foot concrete trail. Subgrade will be compacted and moisture treated based on the construction requirements and maintained prior to concrete placement.

Concrete Replacement

After identifying utility locates, CEI crews will place the concrete and finish to meet the drainage requirements for the trail. Immediately following the placement and finishing of the new concrete surface, CEI will cure surfaces and provide protection to until the proper strength is achieved.

Landscape/Reseeding

CEI will replace existing topsoil and fine grade prior to seeding all disturbed surfaces and seeding will be completed by Powell Restoration.

4. RELEVANT PROJECTS & REFERENCES



US 36 BIKEWAY TRAIL REALIGNMENT

CLIENT | CONTACT

Broomfield | Ed Thompson

P 303.438.6205

E ethompson@broomfield.org

CONTRACT

Prime

Completed | Self-Performed:

Feb-21 | 74%

Contract Value:

\$1,039,292

Construction of a new 12-foot wide concrete multi-use trail through the Frank Varra Park in the City of Broomfield. Project scope included construction of three separate concrete cast-in-place retaining walls with bike/pedestrian hand railing, traffic control, erosion control, clearing and grubbing, grading, seeding and restoration, striping and signage.

**Relevant Scope to Kiowa Bennett Concrete Extension project:
Project included 3,500LF of 12-foot wide new concrete trail.**



HIGH LINE CANAL TRAIL

CLIENT | CONTACT

Aurora | John Sawatzke
P 303.739.7105
E jsawatzke@auroragov.org

CONTRACT

Fee-In-Lieu / Prime
Completed | Self-Performed:
Apr-20 | 74%
Contract Value:
\$960,376

New construction for 4,560LF of an 8-foot wide reinforced concrete trail adjacent to the High Line Canal trail that included new ADA curb ramps and ADA compliant trail connections, and removal/replacement of existing headwalls that were designed with a shallow foundation system so they wouldn't interfere with two large existing gas mains.

**Relevant Scope to Kiowa Bennett Concrete Extension project:
Project included 4,560LF of an 8-foot wide new concrete trail.**



COPPERLEAF TRAIL IMPROVEMENTS

CLIENT | CONTACT

Arapahoe County | Roger Harvey
P 720.874.6554
E e_rharvey@arapahoe.gov

CONTRACT

Prime
Completed | Self-Performed:
Nov-21 | 90%
Contract Value:
\$1,334,994

Improvement project that included demolishing an existing trail for new construction of a 10-foot wide concrete pedestrian trail at 6" thickness and 10" thickness, top soil excavation/replacement, earthwork, installation of a new pedestrian bridge, and seeding/revegetation.

**Relevant Scope to Kiowa Bennett Concrete Extension project:
Project included 7,500LF of a 10-foot wide new concrete trail.**



LONG'S PINE GROVE PARK & TRAIL

CLIENT | CONTACT

Arapahoe County | Roger Harvey
P 720.874.6554
E e_rharvey@arapahoegov.com

CONTRACT

CMGC\Design-Build/Prime
Prime
Completed | Self-Performed:
Jul-20 | 75%
Contract Value:
\$2,820,177

New construction to transform a 2.8-acre lot to a residential park with a restroom facility, shade shelter structure, playground, picnic tables and benches, bike racks and a bicycle repair station, and a new pedestrian bridge that crosses over to connect trail users to the High Line Canal Trail.

Relevant Scope to Kiowa Bennett Concrete Extension project:

Project scope included extensive concrete flatwork and new sidewalks adjacent to East Florida Avenue.



The park was completed working through a difficult pandemic situation. CEI was able to complete the project with just slight delays overcoming work stoppages and supply issues due to COVID-19. We continued the work through social distancing and CEI kept safety as a number one priority. CEI was able to be completed in time for summer use by the neighbors. [CEI] managed the project with professionalism, providing excellent communication and meeting every need and issue that arose. Open Spaces appreciates the work and dedication they put into this project. [The team] worked closely with Open Spaces to find solutions and fix any errors seamlessly. Their approach was always a partnership to accomplish and build an amazing park.

Open Spaces highly recommends CEI for park, open space and trail construction projects. We will look to partner and work with CEI again and recommend them to any agency. The results of their work are an amazing park that will be used and loved for decades.

- Roger Harvey, Arapahoe County Open Spaces (Long's Pine Grove Park)





5-6 PROJECT & FEE SCHEDULE & SCOPE OF SERVICES

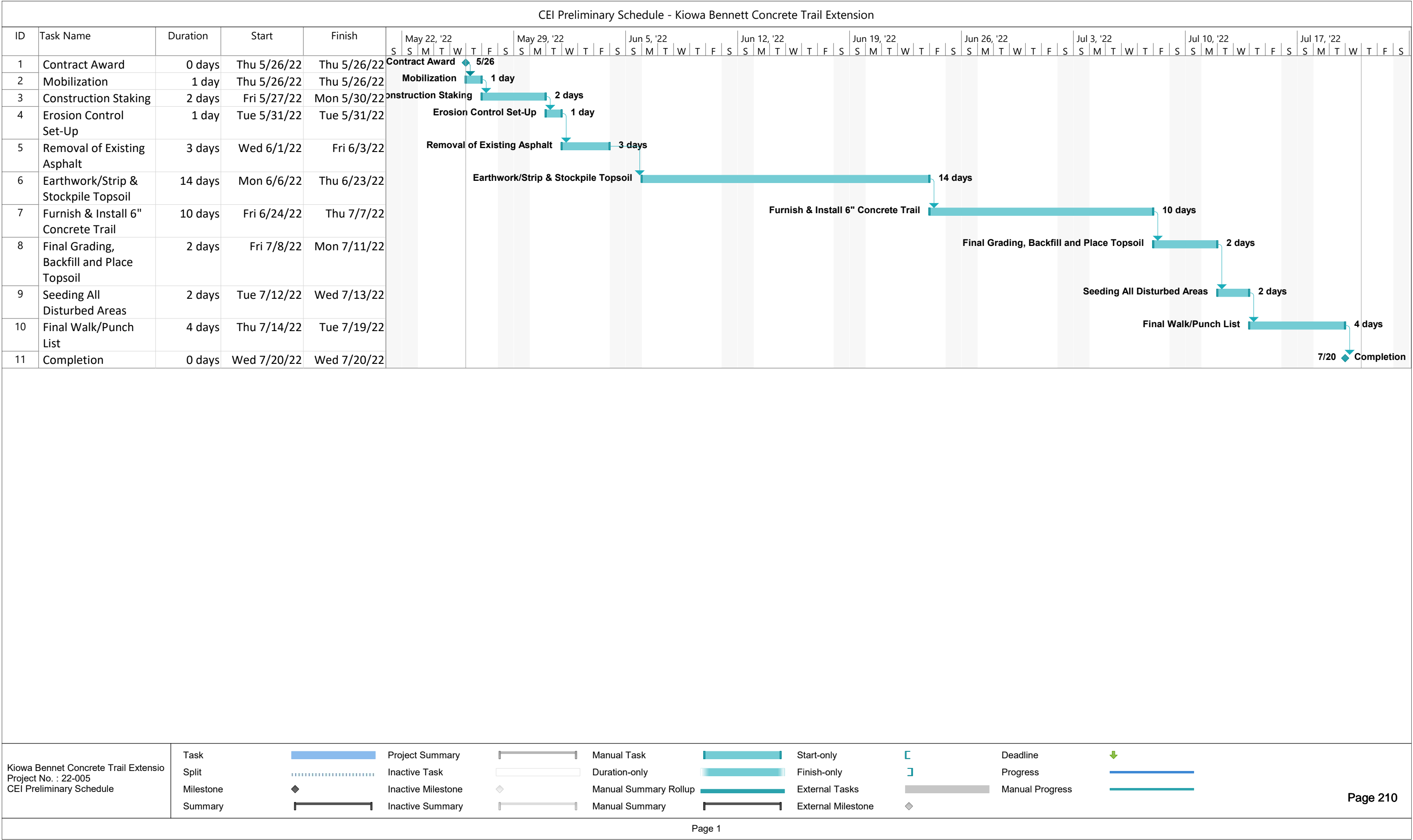
TOWN OF BENNETT

CLEAR CREEK VALLEY PARK

Client | Hyland Hills Parks & Rec District

CEI Self-Performed | 80%
Page 209

Site infrastructure and lighting, new concrete trails, grading, drainage, parking lots, park amenities, sports fields, and a nature area.



6. CEI HOURLY RATES - TIME & MATERIALS

Equipment Rental			
Komatsu	PC490 Excavator	3-4 Yards	\$ 250.00
Komatsu	PC330 Excavator	2-3 Yards	\$ 200.00
Komatsu	PC390 or 360 Excavator	3 Yards	\$ 225.00
Komatsu	PC220 Excavator	1.5-2.0 Yards	\$ 190.00
Komatsu	PC200 w/Breaker		\$ 255.00
CAT	D5 Dozer w/6 way blade & slopebed		\$ 155.00
CAT	D6 Dozer		\$ 175.00
CAT	966 Loader	5 Yards	\$ 215.00
CAT	938 Loader	4 Yards	\$ 160.00
CAT	928 Loader	3 Yards	\$ 160.00
CAT	140G Blade		\$ 175.00
CAT	416B Rubber Tired Hoe		\$ 115.00
CAT	345 Excavator		\$ 245.00
CAT	John Deere Tractor & Disc		\$ 215.00
CAT	CS433SB Roller		\$ 150.00
CAT	815 Compactor		\$ 195.00
	4000 Gallon Water Truck		\$ 145.00
	1600 Gallon Water Truck		\$ 130.00
CAT	627 Scraper		\$ 310.00
John Deere	450C Excavator		\$ 250.00
Falco	Bedding Conveyor		\$ 55.00
	Compaction Wheel Extension		\$ 25.00
	Track Uniloader		\$ 160.00
Case	1845 Uniloader w/Breaker		\$ 125.00
Case	1845 Uniloader w/o Breaker		\$ 120.00
	Lowboy / Transport		\$ 170.00
	End Dump - Rock Trailer		\$ 140.00
	End Dump - Belly Dump		\$ 140.00
	Articulating Dump Truck		\$ 190.00
Grove	30 Ton All Terrain Crane		\$ 250.00
	Vac-Truck - Pothole Truck		\$ 285.00
Labor			
Surveyor			\$ 150.00
Project Manager/Estimator			\$ 125.00
Superintendent			\$ 125.00
Foreman w/Truck			\$ 90.00
Formsetter/Finisher			\$ 70.00
Carpenter			\$ 70.00
Labor			\$ 54.00
Service Mechanic			\$ 100.00
Welder			\$ 100.00
Add \$18/hour to all rates for weekend or overtime work - before 7am after 3:30pm			
* Time to be tracked by memo daily * Fax is acceptable.			
* All material costs add 15% Mark up * Subcontractors to be marked up 15%			
Saw cutting is \$0.80 per inch foot - \$135.00 minimum			
Protection of work during winter working conditions:			
* +\$2.00/LF for Curb. * +\$2.00/LF for Walk			

TOWN OF BENNETT

7-11 REQUIRED & SUPPORTING DOCUMENTS



P2P UP CANYON SEGMENT



Client | **Jefferson & Clear Creek Counties**

CEI Self-Performed | **80%**

Accolades | 2017 CCA Environmental Excellence Award, 2017 ACEC Honor Award-
Excellence in Engineering, 2017 Redi-Rock Innovative Project of the Year, 2016 ASLA
Land Stewardship Award



Date of RFP Issuance: 4/26/2020
Project Number: 22-005
RFP Title: **Kiowa Bennett Concrete Trail Extension**
Proposals Due: May 16, 2022, 4:00 p.m., Local Time
Submit Proposals to: **Rprice@bennett.co.us**

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

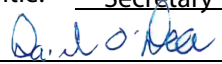
For Additional Information Please Contact: Robin Price
(303) 644-3249 Ext. 1013
Email: **rprice@bennett.co.us**

Documents Included in This Package:
RFP Cover Sheet
Project Background and Specifications
RFP Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form
Submission Form
Substitute Form W-9
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Concrete Express, Inc. dba CEI Fax: 303.893.1949
Address: 2027 W. Colfax Avenue City/State: Denver, CO Zip: 80204
Contact Person: Daniel P. O'Dea Title: Secretary Phone: 303.562.2000
Authorized Representative's Signature:  Phone: 303.562.2000
Printed Name: Daniel P. O'Dea Title: Secretary Date: May 16, 2022
Email Address: DOdea@ceiconstructors.com

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	LS	Mobilization/ General Conditions	\$74,500.00	\$74,500.00
2	1	LS	Construction Staking	\$6,500.00	\$6,500.00
3	2,538	LF	Removal of existing asphalt path	\$8.25	\$20,938.50
4	1	LS	Clearing & Grubbing	\$7,600.00	\$7,600.00
5	1	LS	Strip, Stockpile & Replace Topsoil	\$10,000.00	\$10,000.00
6	2,800	CY	Unclassified Excavation (Export to be stockpiled South end project in ROW)	\$13.95	\$39,060.00
7	2,538	LF	6" Concrete Trail	\$59.20	\$150,249.60
8	1	LS	Final Grading	\$7,250.00	\$7,250.00
9	1	LS	Reseeding any vegetation that has been disturbed	\$7,600.00	\$7,600.00
Total					\$323,698.10

Not to Exceed Total: Three hundred twenty three thousand six hundred ninety-eight dollars and ten cents.

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 Robin Price
Title Public Works Director
RFP: Kiowa Bennett Concrete Trail Extension, RFP Number 22-005

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) \$323,698.10

State total bid price with discount \$323,698.10

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.

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CONCRETE EXPRESS, INC.

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

DBA/CEI

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.

2027 W. COLFAX AVE.

6 City, state, and ZIP code

DENVER, COLORADO 80204

7 List account number(s) here (optional)

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

____ - ____ - _____

or

Employer identification number

8 4 - 1 0 7 7 0 6 6

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►

JOSEPH M. O'DEA
VICE PRESIDENT

Date ►

1-4-22

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.

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.

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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:

Concrete Express, Inc. dba CEI

NAME (Legal Name)

Same

BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED
(if different from above):

Concrete Express, Inc. dba CEI

NAME (As it appears on invoice)

2027 W. Colfax Avenue

ADDRESS

Denver, CO 80204

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

2027 W. Colfax Avenue

STREET ADDRESS

Denver, CO 80204

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

84-1077066

Name of Business Owner (please print) Concrete Express, Inc. dba CEI

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

D. P. O'Dea

Date May 16, 2022

Print Name Daniel P. O'Dea

Telephone Number (303) 562.2000

**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 reimbursement

☐ Sale of Land

Approved:

Town Administrator

Date

SAMPLE AGREEMENT



Town of Bennett

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

REQUEST FOR PROPOSALS ADDENDUM #1

Date: 5/11/22
Proposal Number: RFP 22-005
Proposal Title: **Kiowa Bennett Concrete Trail Extension**
For Additional Information Please Contact: Robin Price, Public Works Director
(303) 644-3249 ext 1013
rprice@bennett.co.us

Documents Included in Addendum #1: New Instructions below / RFI Responses

This Addendum supersedes previously issued "Request for Proposal" (RFP) Documents by adding to, deleting from and/or modifying them as set forth herein. To the extent any such addition, deletion or modification result in any conflict or inconsistency between the previously issued RFP Documents and this Addendum, this Addendum shall take precedence.

Request for Proposals, various sections and information previously provided are clarified or modified via the following information, provided as responses to submitted questions:

1. Can the Engineer provide contractors with the CAD files or his summary of earthwork quantities?
Yes, CAD files can be sent if requested and the engineer estimate is 2,800 CY of export
2. The typical section & cross sections show an earthwork cut (export), should there be an additional pay item added to your pricing form to capture this scope? **Town does not require you to follow the current pricing form scope. Contractor can provide bid schedule and break out as you see necessary to capture all of the scope**
3. Should an item be added for the strip, stockpile and replacement of topsoil? **Please refer to sheet 3 note 2**
4. Typical section shows soil embankment as imported materials, is this required? **No this is not required contractor can use existing native soil**
5. Shall it be assumed that slope grading east of the new sidewalk will tie into the right-of-way (at the existing fence line), or will the existing fence need to be removed and replaced? **Contractor will need to stay within the ROW and within the fence no fence will be removed or replaced**
6. Shall the mobilization item include cost of various additional required costs, such as:
Construction staking, material testing – quality control only
Traffic management – barricades, TCS and flagging as required?
Potholing

Erosion control Plan & required BMP's?

Construction staking should be included as part of your bid, material testing will be with Kumar and contractor is responsible to schedule the testing but Kumar will bill Town directly. The trail will be closed during construction and necessary closure and trail work signs will be provided by The Town any traffic control that is required can be provided by The Town. Any potholing should be included in the bid and the Town does not require erosion control permit it is contractor's responsibility to follow any state permit guidelines. Please refer to Item 8 & 9 sheet 2.

7. Does the Town have any locations for excess earthwork?

The 2,800 CY of export stated above can be stockpiled on the south end of the project of the trail limits in Town ROW

8. Are there any anticipated utility relocations required for the work area? ***Please do not include any utility relocations in the bid***

9. Who provides the construction surveying? ***Contractor provides the construction surveying The Town will provide CAD and control points.***

10. Is a bid bond required? **No**

11. Do we need to provide 6" of CDOT class 6 road base over the entire length of the new concrete trail? ***The Town does not require bedding and please delete the requirement of the 6" CDOT class 6 that is not required.***

12. Is CDOT 4500 psi Class D/B acceptable? **yes**

13. Does the concrete need any type of reinforcement, such as fibermesh? ***Town requires fibermesh but no rebar. The control joints are to be sawed.***

14. Do you plan to have CDOT inspectors involved on this project? **This is a Town road and a Town project CDOT has no involvement in this project.**

15. What is the thickness of the existing asphalt? **3-4" asphalt and the asphalt can be taken to 905 4th street to be dumped with existing asphalt piles.**

16. What is the engineer's project estimate? ***The Town has sufficient resources for the cost of this project and will not be providing an estimate.***

17. Water access. Is there a fire hydrant close, or can we get a truck or more of water from the town yard for dust control? Or do we need to rent a construction water meter from the town? Cost associated for the meter if required? **The closest fire hydrant will be at the Antelope Hills Sub Division to the south of the trail. The Town will provide a water meter.**

18. Does the town have a stockpile of fill soils available for the small amount possibly needed for the area of demo for the asphalt trail? Or do you want us to field fit the slope in the barrow ditch between the poles and the road edge to accommodate the needed fill before topsoil spreading for seeding? **Please use existing native soil to grade and backfill before seeding.**

19. It appears there is a storm inlet approximately 62 ft south of the LOC, East of Kiowa Bennett Rd. Please confirm. It is located right in the centerline of the high-line power poles. **This is outside of the project limits.**

20. There is an asphalt private driveway at approximately .3 miles south of CR 6. It goes east of the Kiowa Bennett Rd. 20 ft wide. Do we come up to the asphalt on each side (North/South) and tie into this asphalt at grade with the new concrete walk? There is a grey 2-car garage and small

outbuilding to the east for a reference point. **The asphalt driveway is designed to match existing grade. Contractor will need to cut and form sidewalk to existing grade per plan. Any asphalt that is damaged from contractor will need to be repaired.**

21. How wide is the easement on the east side of the high-line poles? On the North end, the gap from center of poles to the private 4-wire fence is about 14ft. That allows for the 1'6" ROW edge, then 8ft new concrete walk, then approximately 4ft of gap to the poles. It seems like a sufficient space to stay east of the pole line. But as you go south, the pole line crowds to the west where at 2600LF from CR 6, the centerline of poles is about 24ft east of the edge of asphalt. South end is about 32ft from edge of asphalt (Kiowa Bennett Rd). Do you want us to parallel the pole centerline and stay about 4ft of gap from the poles? This seems like the logical design? Otherwise, the walk looks like it is moving east of the poles as it travels south. This could look bad in the hay field on the south end. Please advise. **Please follow the plans and stay consistent off of the fence line and work around the poles.**
22. Is there a provision for a delay in seeding until the fall for disturbed areas? Planting in July seems it will have a germination issue. If the contractors need to provide this service, is an addendum provided to get substantial completion done in July to start the warranty process, with a retainage kept for the cost that was bid to do the reclamation later in the year? **Please include seeding will discuss with contractor that is hired.**
23. No indication on the plans for an entrance to the LOC site for a VTC pad. (South end versus North end). **Contractor can access both north and south ends and include VTC pad on either end**
24. Same question for placement of a concrete washout area for the concrete trucks. **Any concrete washout areas can be done in Town ROW and cleaned up at the project close.**
25. Trash receptacle and Toilet placement, Stabilized staging areas: Where do you want these? Are they to be provided by the town? It looks like ideal placement is near the Asphalt drive in the middle of the LOC. **Contractor is responsible for any trash, toilet, etc. that is needed to perform this work. Contractor can provide The Town at start of project locations.**
26. Is there a requirement by the Electrical Utility Company to have personnel on site while we are grading the east side and removing asphalt from the west side, as well as final grading right up to the poles? This also brings up the question on page 20 about the "future" Type I and Type H road details. It puts the poles in the traffic lanes. Easement is different in the plans than the actual. **No requirement by electrical company to be on site. Please disregard any future plans and place trail per existing plans.**
27. The cross-section detail sheets for STA 0+00 to STA 26+50 do not match the actual easement/pole centerline from the edge of asphalt. Please advise. **The cross section is to the east side of edge of pavement.**
28. Page 20 shows a Curb/Gutter detail which is presumed to be a "future" scope, not within this project? **Sheet 20 is long term future Town reference only.**
29. Based on the start date of June 13th and the Completion date of July 13th there is 30 Calendar Days to complete this project. Is this a Calendar Day contract? Will weekend work be allowed? **This is not a calendar day project once a contractor is chosen the schedule will be agreed upon and weekend work is allowed.**
30. Please confirm that the typical CDOT Expansion joint is acceptable every 500 feet and if so will they need to be sealed? **Yes, and Yes.**

31. Is there a warranty required for this project? **Yes, a year warranty.**
32. Is the contract for this project a unit price contract or a lump sum contract? **Lump Sum**
33. Could earthwork items like clearing and grubbing and unclassified Excavation (CIP) be added to the pricing items. **All pricing should be included in the bid. Contractor can provide a different line item it is not required to use the line item of The Town.**
34. I counted 5 Communications pedestals that appear to be in the middle of the cut, they appeared to be in conflict with the new design grade. How are these to be addressed. ***Ditch can be re-routed around the pedestals where possible. If pedestal adjusts are required, the Town will arrange with ES Telephone for adjustment via the Town's Franchise Agreement. There will no GC deadline penalty for delays due to pedestal relocates.***
35. The alignment of the power poles appears to be in conflict with the new trail alignment on the south side of the trail approximately Sta 0+00 to at least SSTA 6+00. Looking at the pic below the asphalt trail is approximately 8 feet wide. So in comparison the pole is less than maybe 6 feet from the property fence on the east side where the trail is designed to be. Is the intent to pour around the power poles ***We have reviewed the survey and the construction plans again, and we do not find the area you are describing. The Town has acquired an additional 17 feet of right-of-way, so there may be remnant fence that has not been moved at this time. There is sufficient right-of-way east of the power poles; there is generally 15-feet clear from poles to property line. The GC does not need to include cost for fence removal or replacement, if this must be done by the property owner, the Town will order and direct. There will be no schedule delay penalty to the GC for fence relocation by the property owner(s).***



Daniel P. O'Dea, Secretary
May 12, 2022

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2,538	LF	6" Concrete Trail	134.233	\$ 340,683
2	2,538	LF	Removal of existing asphalt path	5.6935	\$ 14,450
3	1	LS	Reseeding any vegetation that has been disturbed		\$ 14,143
4	1	LS	Mobilization		\$ 27,525
5	1	LS	Final Grading		\$ 23,870
6					
7					
8					
9					
10					
Total					\$ 420,671

Not to Exceed Total: \$ 420,671

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number

OR

Federal Identification Number

46-4755567

Name of Business Owner (please print) Ryan Domson - President

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 5-13-2022

Print Name Ryan Domson

Telephone Number (970)-756-1150

**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 reimbursement

☐ Sale of Land

Approved:

Town Administrator

SAMPLE AGREEMENT

Date

Town of Bennett- Kiowa Trail 2022 - Construction Schedule

To whom it may concern: The elements of this scope of work are normal to our company. We anticipate no issues and have placed key personnel on the project to ensure smooth and efficient project management. Ryan Heffernan and Ebert Santana are excellent management personnel. They will be able to provide customer service and stability at every turn. Thank you for considering RCD Construction for this project.

Anticipated Milestones: Actual Schedule to be discussed at time of award

5-16-22 Bid Due
5-26-22 Award Contract
6-13-22 Mobilize -Site Access
7-13-22 Project Substantial Completion
7-20-22 Project Final Completion Sign-off

		6/13/2022	6/14	6/15	6/16	6/17	Saturday Optional	6/20	6/21	6/22	6/23	6/24	Saturday Optional
Mobilization to site - Set up GPS	4 Days	GPS											
Strip/Stockpile Topsoil at concrete trail	3 Days		Strip										
Overlot Grading at concrete trail	3 Days							Grade					
Fill/Compact Embankment at East Easement	1 Day									IMPORT			
Overlot Grading -Cut ditch and Compact	2 Days									Grade			
Excavate Old Asphalt Trail- Export to town yard	2 Days		DEMO	DEMO									
Relocate soils to Asphalt bed and grade	3 Days							IMPORT					
Relocate topsoil to Asphalt Bed from stockpile	2 Days												
Final Grade edge of road to concrete trail	3 Days												
Seeding of all disturbed soils	4-5 Days												
Form up and Mesh for Concrete Trail	5 Days									Form			
Pour Concrete Trail	8 Days												

6/27	6/28	6/29	6/30	7/1	Saturday Optional	HOLIDAY JULY 4th	7/5	7/6	7/7	7/8	Saturday Optional	7/11	7/12	7/13	7/14	7/15	Saturday Optional			
Topsoil																				
Final Grade All																				
												TBD Seeding or Sept?								
Pour							Pour					Clean-up								
Form																				

7/18	7/19	7/20	7/21	7/22	Saturday Optional	7/25	7/26	7/27	7/28	7/29		TBD Seeding 3-5 days
TBD Seeding or Sept?		TBD Seeding or Sept?				TBD Seeding or Sept?		TBD Seeding or Sept?				

2022 Rate sheet

EQUIPMENT HOURLY RATES WITH OPERATOR

Equipment with operator	Hours worked	Rate Per Hour
140,000LB excavator	0	\$350.00
100,000 LB excavator	0	\$250.00
80,000 LB excavator	0	\$231.00
60,000 LB excavator	0	\$189.00
Mini Excavator	0	\$152.25
Skid steer	0	\$152.25
627 scraper	0	\$350.00
Agg tractor and disc (Dirt Crew)	0	\$200.00
Haul Truck (30 Ton)	0	\$250.00
Haul truck (40 Ton)	0	\$300.00
Tractor trailer/side dump/belly dump	0	\$145.00
Dump truck 15Ton	0	\$110.00
Lowboy Truck	0	\$165.00
Water wagon small(pipe crew) 4,000GL	0	\$150.00
Water wagon large (dirt crew) 8,000GL	0	\$300.00
Water truck	0	\$145.00
Pipe Loader	0	\$150.00
Mass ex loaded (cat 980 or equal)	0	\$250.00
Compactor 84" pad foot	0	\$150.00
Compactor 84" smooth drum	0	\$150.00
Compactor 42" double smooth drum	0	\$125.00
815 padfoot compactor	0	\$175.00
Rex compactor (pipe Crew)	0	\$150.00
Motor grader with GPS (Cat 140M)	0	\$245.00
Motor grader (Cat 140M)	0	\$210.00
90,000 LB dozer (CAT D8 TO D9 SIZE)	0	\$265.00
60,000 LB dozer (CAT D6 SIZE)	0	\$210.00
60,000 LB dozer with GPS LGP (CAT D6 SIZE)	0	\$245.00
Small tools,equipment,pick up truck,water tower, trench box, b	0	\$25.00

RENTAL RATES

Equipment	Week	Month	To date
80,000 LB excavator	\$4,000.00	\$12,000.00	\$0.00
60,000 LB excavator	\$2,500.00	\$7,800.00	\$0.00
Mini Excavator	\$2,000.00	\$5,000.00	\$0.00
Skid steer	\$2,000.00	\$5,000.00	\$0.00
627 scraper	\$10,000.00	\$22,500.00	\$0.00
Water wagon	\$5,000.00	\$15,000.00	\$0.00
Water truck	\$2,000.00	\$5,500.00	\$0.00
Pipe Loader	\$2,500.00	\$5,500.00	
Compactor	\$2,500.00	\$7,800.00	\$0.00
Motor grader	\$5,000.00	\$15,000.00	\$0.00
90,000 LB dozer	\$10,000.00	\$22,500.00	\$0.00
60,000 LB dozer	\$5,000.00	\$15,000.00	\$0.00

LABOR HOURLY RATES

Task	Hours worked/Month	Rate Per Hour	Overtime	Double time
General Labor	0	\$45.00	\$67.50	\$90.00
Operator	0	\$55.00	\$82.50	\$110.00
Foreman	0	\$85.00	\$127.50	\$170.00
Concrete finisher	0	\$75.00	\$112.50	\$150.00
Pipe layer	0	\$55.00	\$82.50	\$110.00
Scraper operator	0	\$55.00	\$82.50	\$110.00
Finish Blade hand	0	\$60.00	\$90.00	\$120.00
Heavy equipment mechanic with truck	0	\$185.00	\$277.50	\$370.00
Drive time per person in vehicle	0	\$45.00	\$67.50	\$90.00

EBERT SANTANA

5494 Chandler Way, Denver, CO 80239 | 720-999-8676 |
esantana.esa@gmail.com

OBJECTIVE

Seeking to obtain employment in a challenging position with a company that will utilize my skills, abilities, and experience along with having the opportunities to learn and grow as the company grows.

SKILLS & ABILITIES

Highly motivated and experienced civil construction professional with expert proficiency in pipe laying and heavy equipment operations in a fast-paced environment. Comprehensive understanding of the skills needed to successfully monitor the progress of multiple time-critical projects.

EXPERIENCE

6/2019 - Project Coordinator, *RCD Construction, Inc.*

Present

- Overseeing multiple crews in varying stages of construction. Ensure safety in the work environment. Comply with company/OSHA policies, standards, and regulations. Communicate with contractors, vendors, and others as needs arise.

Dates From - **To** **Job Title, Company Name**

• This is the place for a brief summary of your key responsibilities and most stellar accomplishments.

EDUCATION

Dates From - **To** **Degree, Location, School Name**



Town of Bennett

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

REQUEST FOR PROPOSALS

ADDENDUM #1

Date:

Proposal Number:

Proposal Title:

For Additional Information Please Contact:

5/11/22

RFP 22-005

Kiowa Bennett Concrete Trail Extension

Robin Price, Public Works Director

(303) 644-3249 ext 1013

rprice@bennett.co.us

Documents Included in Addendum #1:

New Instructions below / RFI Responses

This Addendum supersedes previously issued "Request for Proposal" (RFP) Documents by adding to, deleting from and/or modifying them as set forth herein. To the extent any such addition, deletion or modification result in any conflict or inconsistency between the previously issued RFP Documents and this Addendum, this Addendum shall take precedence.

Request for Proposals, various sections and information previously provided are clarified or modified via the following information, provided as responses to submitted questions:

1. Can the Engineer provide contractors with the CAD files or his summary of earthwork quantities?
Yes, CAD files can be sent if requested and the engineer estimate is 2,800 CY of export
2. The typical section & cross sections show an earthwork cut (export), should there be an additional pay item added to your pricing form to capture this scope? **Town does not require you to follow the current pricing form scope. Contractor can provide bid schedule and break out as you see necessary to capture all of the scope**
3. Should an item be added for the strip, stockpile and replacement of topsoil? **Please refer to sheet 3 note 2**
4. Typical section shows soil embankment as imported materials, is this required? **No this is not required contractor can use existing native soil**
5. Shall it be assumed that slope grading east of the new sidewalk will tie into the right-of-way (at the existing fence line), or will the existing fence need to be removed and replaced? **Contractor will need to stay within the ROW and within the fence no fence will be removed or replaced**
6. Shall the mobilization item include cost of various additional required costs, such as:
Construction staking, material testing – quality control only
Traffic management – barricades, TCS and flagging as required?
Potholing

Erosion control Plan & required BMP's?

Construction staking should be included as part of your bid, material testing will be with Kumar and contractor is responsible to schedule the testing but Kumar will bill Town directly. The trail will be closed during construction and necessary closure and trail work signs will be provided by The Town any traffic control that is required can be provided by The Town. Any potholing should be included in the bid and the Town does not require erosion control permit it is contractor's responsibility to follow any state permit guidelines. Please refer to Item 8 & 9 sheet 2.

7. Does the Town have any locations for excess earthwork?

The 2,800 CY of export stated above can be stockpiled on the south end of the project of the trail limits in Town ROW

8. Are there any anticipated utility relocations required for the work area? ***Please do not include any utility relocations in the bid***

9. Who provides the construction surveying? ***Contractor provides the construction surveying The Town will provide CAD and control points.***

10. Is a bid bond required? **No**

11. Do we need to provide 6" of CDOT class 6 road base over the entire length of the new concrete trail? ***The Town does not require bedding and please delete the requirement of the 6" CDOT class 6 that is not required.***

12. Is CDOT 4500 psi Class D/B acceptable? **yes**

13. Does the concrete need any type of reinforcement, such as fibermesh? ***Town requires fibermesh but no rebar. The control joints are to be sawed.***

14. Do you plan to have CDOT inspectors involved on this project? **This is a Town road and a Town project CDOT has no involvement in this project.**

15. What is the thickness of the existing asphalt? **3-4" asphalt and the asphalt can be taken to 905 4th street to be dumped with existing asphalt piles.**

16. What is the engineer's project estimate? ***The Town has sufficient resources for the cost of this project and will not be providing an estimate.***

17. Water access. Is there a fire hydrant close, or can we get a truck or more of water from the town yard for dust control? Or do we need to rent a construction water meter from the town? Cost associated for the meter if required? **The closest fire hydrant will be at the Antelope Hills Sub Division to the south of the trail. The Town will provide a water meter.**

18. Does the town have a stockpile of fill soils available for the small amount possibly needed for the area of demo for the asphalt trail? Or do you want us to field fit the slope in the barrow ditch between the poles and the road edge to accommodate the needed fill before topsoil spreading for seeding? **Please use existing native soil to grade and backfill before seeding.**

19. It appears there is a storm inlet approximately 62 ft south of the LOC, East of Kiowa Bennett Rd. Please confirm. It is located right in the centerline of the high-line power poles. **This is outside of the project limits.**

20. There is an asphalt private driveway at approximately .3 miles south of CR 6. It goes east of the Kiowa Bennett Rd. 20 ft wide. Do we come up to the asphalt on each side (North/South) and tie into this asphalt at grade with the new concrete walk? There is a grey 2-car garage and small

Page 231

outbuilding to the east for a reference point. **The asphalt driveway is designed to match existing grade. Contractor will need to cut and form sidewalk to existing grade per plan. Any asphalt that is damaged from contractor will need to be repaired.**

21. How wide is the easement on the east side of the high-line poles? On the North end, the gap from center of poles to the private 4-wire fence is about 14ft. That allows for the 1'6" ROW edge, then 8ft new concrete walk, then approximately 4ft of gap to the poles. It seems like a sufficient space to stay east of the pole line. But as you go south, the pole line crowds to the west where at 2600LF from CR 6, the centerline of poles is about 24ft east of the edge of asphalt. South end is about 32ft from edge of asphalt (Kiowa Bennett Rd). Do you want us to parallel the pole centerline and stay about 4ft of gap from the poles? This seems like the logical design? Otherwise, the walk looks like it is moving east of the poles as it travels south. This could look bad in the hay field on the south end. Please advise. **Please follow the plans and stay consistent off of the fence line and work around the poles.**
22. Is there a provision for a delay in seeding until the fall for disturbed areas? Planting in July seems it will have a germination issue. If the contractors need to provide this service, is an addendum provided to get substantial completion done in July to start the warranty process, with a retainage kept for the cost that was bid to do the reclamation later in the year? **Please include seeding will discuss with contractor that is hired.**
23. No indication on the plans for an entrance to the LOC site for a VTC pad. (South end versus North end). **Contractor can access both north and south ends and include VTC pad on either end**
24. Same question for placement of a concrete washout area for the concrete trucks. **Any concrete washout areas can be done in Town ROW and cleaned up at the project close.**
25. Trash receptacle and Toilet placement, Stabilized staging areas: Where do you want these? Are they to be provided by the town? It looks like ideal placement is near the Asphalt drive in the middle of the LOC. **Contractor is responsible for any trash, toilet, etc. that is needed to perform this work. Contractor can provide The Town at start of project locations.**
26. Is there a requirement by the Electrical Utility Company to have personnel on site while we are grading the east side and removing asphalt from the west side, as well as final grading right up to the poles? This also brings up the question on page 20 about the "future" Type I and Type H road details. It puts the poles in the traffic lanes. Easement is different in the plans than the actual. **No requirement by electrical company to be on site. Please disregard any future plans and place trail per existing plans.**
27. The cross-section detail sheets for STA 0+00 to STA 26+50 do not match the actual easement/pole centerline from the edge of asphalt. Please advise. **The cross section is to the east side of edge of pavement.**
28. Page 20 shows a Curb/Gutter detail which is presumed to be a "future" scope, not within this project? **Sheet 20 is long term future Town reference only.**
29. Based on the start date of June 13th and the Completion date of July 13th there is 30 Calendar Days to complete this project. Is this a Calendar Day contract? Will weekend work be allowed? **This is not a calendar day project once a contractor is chosen the schedule will be agreed upon and weekend work is allowed.**
30. Please confirm that the typical CDOT Expansion joint is acceptable every 500 feet and if so will they need to be sealed? **Yes, and Yes.**

31. Is there a warranty required for this project? **Yes, a year warranty.**
32. Is the contract for this project a unit price contract or a lump sum contract? **Lump Sum**
33. Could earthwork items like clearing and grubbing and unclassified Excavation (CIP) be added to the pricing items. **All pricing should be included in the bid. Contractor can provide a different line item it is not required to use the line item of The Town.**
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PROJECT PROPOSAL

RCD CONSTRUCTION, INC. | 1830 1ST AVE | GREELEY, CO 80631

970-888-0971 C | 970-888-3861 O | JOHNH@RCDCONSTRUCTIONCO.COM

TOTAL: \$420,671

CUSTOMER

Town of Bennett CO

DATE

5/16/2022

ADDRESS

Town Hall, 207 Muegge Way, Attn: Purchasing

CITY/STATE/ZIP

Bennett, CO 80102

PHONE

303-644-3249 x1013

E-MAIL

rprice@bennett.co.us

General Provisions

Proposal Per plans Dated : 3/24/2022 -Terramax Inc

Proposal Per Soils Report Dated: N/A

Invoices not paid within 30 days will accrue 2% interest monthly

Add 3% to total price if bond is required.

Retention shall be capped at 5% and released within 15 days of substantial completion of RCD's scope.

Proposal is valid for 10 days .

RCD will have survey equipment on site for excavation and utilities, It is the responsibility of the owner to have a licensed surveyor verify locations, cuts, and as builds.

RCD is not responsible for any contaminated material export, utility shut offs, asbestos abatement , or testing of any sort.

Water, sewer, storm, utilities shall be protected in place as found

Water construction meter- need access to town water for dust control - our water truck will be used.

Temporary Traffic control and signage by town

PROJECT

Kiowa Bennett Concrete Trail Extension

Project Location

Bennett CO- Antelope Hills Subdivision

Prepared by:

John Hart

ATTN:

Robin Price - Public Works Director

Exclusions (unless otherwise noted)

Compaction Testing

Surveying

Winter protection or weather protection

Erosion control install or maintenance

Asphalt paving /Patching (including private drive)

Topsoil import or export /Landscaping/retaining walls

Permitting & associated fees

Capping of existing utilities

Rock Excavation(Rock excavation will be billed at \$50/ CY)

Class 6 Base under Concrete Walk

Demolition except for existing asphalt trail

Asphalt prep

Water meter / utility conduits

Over excavation unless otherwise noted

Spread of topsoil other than at old asphalt removal area

Export asphalt farther than 3 miles

Lime treatments under pavement or concrete preps

Import Soils for fill

ACCEPTED: The above prices, specifications, and conditions are satisfactory

BUYER: _____

SIGNATURE: _____

DATE OF ACCEPTANCE: _____



CUSTOMER
Town of Bennett CO

DATE
5/16/2022

ADDRESS
Town Hall, 207 Muegge Way, Attn: Purchasing

CITY/STATE/ZIP
Bennett, CO 80102

PHONE
303-644-3249 x1013

E-MAIL
rprice@bennett.co.us

PROJECT
Kiowa Bennett Concrete Trail Extension

Project Location
Bennett CO- Antelope Hills Subdivision

Prepared by:
John Hart

ATTN:
Robin Price - Public Works Director



ITEM NO.		UNIT	EST. QTY	UNIT PRICE	TOTALS
A	Mobilization				\$ 27,525.00
1	Mobilization	LS	1	\$ 24,525.00	\$ 24,525.00
2	GPS set up	LS	1	\$ 3,000.00	\$ 3,000.00
ITEM NO.		UNIT	EST. QTY	UNIT PRICE	TOTALS
B	Earthwork				\$ 169,619.28
1	Strip and stockpile topsoil onsite (assume 6")	CY	390	\$ 43.86	\$ 17,106.38
2	Overlot grading (Cut)- Stockpile onsite-Concrete trail	CY	390	\$ 43.86	\$ 17,106.38
3	Fill /Compact Import Embankment (Native soil) for concrete trail	CY	290	\$ 26.80	\$ 7,772.50
4	Overlot Grading - Cut ditch and compact	CY	925	\$ 38.86	\$ 35,947.81
5	Excavate old asphalt trail and haul 3 miles maximum	CY	385	\$ 37.53	\$ 14,450.01
6	Relocate excavated soils to asphalt bed and compact/grade	CY	520	\$ 46.25	\$ 24,050.00
7	Relocate excavated topsoil to asphalt bed and compact/grade	CY	260	\$ 58.36	\$ 15,174.25
8	Final grading from edge of road to concrete trail	SY	10099	\$ 2.36	\$ 23,869.71
9	Seeding all disturbed soils areas	LS	1	\$ 14,142.25	\$ 14,142.25
ITEM NO.		UNIT	EST. QTY	UNIT PRICE	TOTALS
C	Site Concrete				\$ 223,526.39
1	Form up for Concrete Trail	LF	2597	\$ 21.02	\$ 54,575.96
2	Pour Concrete Trail (8' Wide)	SF	20776	\$ 8.13	\$ 168,950.43



*Water Main Installation and Repair
Sewer Main Installation and Repair
Mass Excavation/Site Development*

Flood Mitigation

River Restoration

Erosion Control

Storm Drainage

Clearing / Grubbing

Excavation

Site Grading

Underground Dry Utilities

Overburden Removal

Road Construction

Land Reclamation

Landfill reclamation and cell construction

Snow Plowing

Concrete

Asphalt Parking/Drives

& Much more..

*150 N. 2nd St.
Hayden, CO 81639
(970)276-2192
(970)756-1150*

*1830 1st Ave,
Greeley, Co 80638
(970)888-3861
(970)756-1150*

STATEMENT OF QUALIFICATIONS

RE:

Town of Bennett CO- Kiowa Trail 2022 Improvements

RCD Construction is a rapidly growing company that began on February 8th, 2014. We are committed and faithful to our customers and work very hard to ensure that our customers' needs are met. We are well known for completing jobs in a timely and accurate manner by implementing unique and skillful strategies to get the job done. We are eager to take part in the upcoming project and feel as though we would be an excellent fit.

We have a team that helps implement the best routes and find ways that work best for both our company and yours. We hope to be considered for this upcoming project.

RCD Construction has performed work throughout the entire state of Colorado and currently have the following project(s) in process.

- *Dream Island Water Main Replacement*

Water Main Replacement in Steamboat Springs CO

Value: \$2.8M

- *Southlands Public infrastructure Improvements*

Housing subdivision, Roads and Utility Infrastructure in Broomfield CO

Value: \$9.7M

- *Prairie Center Village Phase 4*

97 House subdivision in Brighton Colorado

Value: \$6.7M

STATEMENT OF QUALIFICATIONS

- *Gun Club Road - Aurora High Point at DIA Project*

1/3 mile of new roadway with associated utility and drainage work

Value: \$4.1M

- *Anglers 400 Apartments*

Apartment Complex - Steamboat Springs CO

Value: \$1.02M

- *Jackson County Landfill*

Landfill renovation - Walden CO

Value: \$1.12M

Some of our Projects completed in the last 5 years include the following:

-Steamboat rodeo Grounds

- *110,000Sf of asphalt paving*
- *Aggregate production and import*
- *Associated storm water install (2,500 Lf)*
- *Concrete curb and sidewalks*
- *Electrical install*
- *Landscaping*

Value: \$1.8Million

Emrick Soltis, P.E.

Civil Engineer

City of Steamboat Springs

p: (970) 871-8271

e: esoltis@steamboatsprings.net

STATEMENT OF QUALIFICATIONS

New rec center for City of Fort Morgan

Value: \$825,000

- *Concrete install*
- *Storm sewer install*
- *Water line install*

GH Phipps

Greg Behmer

303-325-1520

-Prairie Center Phase 2 & 3

148 house complete subdivision

Brighton Colorado

Value- \$5.2 million

Work included.

- *Over lot grading*
- *Road and building sub ex*
- *Water main*
- *Sewer main*
- *Site concrete*
- *Storm mains*

Blaine Goll- project Superintendent

720-416-2826

-Mission Village/Mission Homestead

35 house subdivision with attached 7 building apartment complex and .5 miles of new city roads.

Evans Colorado

Combined value of \$2.9 million

STATEMENT OF QUALIFICATIONS

Work included.

- *Over lot grading*
- *Road and building sub ex*
- *Water main*
- *Sewer main*
- *Site concrete*

-Atlantic Aviation FBO

Value: \$2.2 Million

New 30 Ac site development for a 30 AC aircraft apron

New building

New parking lot

Water main

Sewer main

GC: Tectonic Management

Owner: Atlantic Aviation

-Crawford State park Trail project

New 6,000 face SF redi-Rock retaining wall

Value-\$655,000

Owner: Colorado parks and Wildlife

~Steamboat Lake & Stagecoach Lake Lagoon Liner Rehabilitation Project

Value: \$1.05 Million

5 wastewater lagoon liner replacement and rehabilitation

Owner: Colorado Parks and Wildlife

STATEMENT OF QUALIFICATIONS

~Steamboat Lake Water Line rehabilitation

Value: \$229,000.00

Replace old/outdated waterlines for campgrounds.

Owner: Colorado Parks and Wildlife

~Stop-N-Go storage Complex (Steamboat Springs)

Value: \$311,000.00

Site development for 7 ac storage complex

Owner: Zunie Construction & Development

~Town of Hayden Watermain & roadway reconstruction

Value: \$701,000.00

New Water main and Roadway reconstruction

Owner: Town of Hayden (Hayden, Colorado)

~GHH Ranch (Dunkley Pass)

Value: \$388,000.00

Private House

Owner: Gates Family

GC: HLCC. Steamboat Springs

~Staybridge Suites (Littleton CO)

Value: \$672,000.000

New Hotel

Owner: Choice Hotel Groups

GC: Northridge Construction

STATEMENT OF QUALIFICATIONS

A lot of our success stories that have bettered our company in many ways include utility work and site development along with taking on complex jobs nobody else would.

Our bonding capacity has been instrumental to the growth of our company. Although we have only been in business for eight years, we have a bonding capacity of \$10 million single job and \$15 million aggregate. Showing a capacity of this amount for a young company such as ourselves regarding the countless audits and financial briefings with our insurance and bonding agencies prove one thing. We do things right.

RCD Construction employee numbers have done nothing but grow with us since the start of the company. The larger the demand for our work, the more employees we have hired. We Currently have a staff of 29 qualified individuals full time, with upwards of 50 in the summer months. RCD Construction has never been terminated, late, or in default from any project before, nor have we ever received any permit violations.

References

Atlantic Aviation FBO

At the Atlantic Aviation FBO project RCD crews developed 30 acers of vacant land at the Yampa Valley Regional Airport.

- *This work included but not limited to,*
- *50,000 CY cut/fill*
- *2,000 Lf water main*
- *60,000 tons of aggregate production and import from RCD's gravel pit in Hayden, CO*
- *Sewer main construction*

STATEMENT OF QUALIFICATIONS

- *Site grading and asphalt prep*

Reference:

Andrew Barone, Techtronic management, Project manager

303.403.1228

abarone@tectonicdesignbuild.com

Steamboat Lake Lagoons

At Steamboat Lake and Stagecoach Lake, we were able to take on a great project. At each lake there are ponds for wastewater where we were assigned to clean and replace the liner at the bottom of each pond (a total of 5 ponds were completed). This took quite a bit of multitasking, and it was imperative that we kept on schedule due to having so many jobs to do. We had to coordinate with surveyors, dredgers, liner crew and many other groups of people to ensure that each pond was completed on time and in a safe manner. Our method was to start with one and follow a very detailed schedule so that once we moved on to the next pond others were able to do their part on the first pond. We continued this process till the end and were successful at coordination between all sub-contractors and parks staff.

Some of the duties completed for the Steamboat Lake/ Stagecoach Lake Lagoon Liner Project are as follows:

- *Drain each lake and export water and sludge*
- *Set up preventative water blockage systems*
- *Remove old liner, clean up weeds/trash/dirt - Export*

STATEMENT OF QUALIFICATIONS

- Remove concrete slabs, trench each pond, and export
- Grade/compact the bottom of the ponds
- Import rock and Backfill
- Pour concrete slabs
- Installed bypass pipes from one pond to another

Reference: Mike Havens (Colorado Department of Parks and Wildlife)
Havens - DNR, Mike mike.havens@state.co.us
970-434-6858

Steamboat lake water line

We also had the chance to perform another project at Steamboat Lake at the same time. On this project we installed a waterline to Steamboat Lake campgrounds. This was also an extensive project that required dedicated attention to detail and ensuring that the job was completed accurately.

These are some of the duties we were able to fulfill with this job:

- Organization of parts
- Testing to ensure quality.
- Importing and export gravel, dirt, and equipment
- Dugout, laid pipe, backfilled, and compacted.
- Connected Hydrants and Curb Stop Valves.
- Pipe pulling and bursting.

Reference: Mike Havens (Colorado Department of Parks and Wildlife)
Havens - DNR, Mike mike.havens@state.co.us
970-434-6858

STATEMENT OF QUALIFICATIONS

Another job that seemed like a great one to share is our Cherry creek job. On this job we restored the Dam Face Trail that was damaged after the 2015 Flood. This required a lot of natural land work and we had to make sure that we were environmentally friendly while completing this assignment.

Some things we performed on this job:

- Subgrade rework*
- Rework of 24"-60" boulders*
- Hauling/ Exporting materials*
- Importing crusher fines to restore trail*

*Shawn Krier Colorado State Parks
303-883-8249*

Also, our Steamboat Rodeo Grounds project

-Steamboat rodeo Grounds

- 110,000Sf of asphalt paving*
- Aggregate production and import*
- Associated storm water install (2,500 Lf)*
- Concrete curb and sidewalks*
- Electrical install*
- Landscaping*

Value: \$1.8Million

Emrick Soltis, P.E.

Civil Engineer

City of Steamboat Springs

p: (970) 871-8271

e: esoltis@steamboatsprings.net

-Prairie Center Phase 2 & 3

148 house complete subdivision

STATEMENT OF QUALIFICATIONS

Brighton Colorado

Value- \$5.2 million

Work included.

- *Over lot grading*
- *Road and building sub ex*
- *Water main*
- *Sewer main*
- *Site concrete*
- *Storm mains*

Value: \$5.5M

Blaine Goll- project Superintendent

720-416-2826

Thank you for your consideration,

RCD Construction, Inc.

Ryan Domson

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:

RCD Construction Inc - EIN 46-4755567

NAME (Legal Name)

Same

BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED

(if different from above):

Ryan Domson - President

NAME (As it appears on invoice)

150 N 2nd Street

ADDRESS

Hayden CO 81639

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

Same

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:



John Hart - Estimator
For Ryan Domson

By fax
By mail

(303) 644-4125
Town of Bennett
ATTN: Danette Ruvalcaba
207 Muegge Way
Bennett, CO 80102

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 Robin Price - Town of Bennett
Title Public Works Director
RFP: Town of Bennett- Kiowa Trail 2022, Concrete Trail Extension

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 ZERO %

State total bid price (include all items bid) \$420,671

State total bid price with discount \$420,671

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 PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 4/26/2020
Project Number: 22-005
RFP Title: **Kiowa Bennett Concrete Trail Extension**
Proposals Due: May 16, 2022, 4:00 p.m., Local Time
Submit Proposals to: **Rprice@bennett.co.us**

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

For Additional Information Please Contact:

Robin Price
(303) 644-3249 Ext. 1013
Email: **rprice@bennett.co.us**

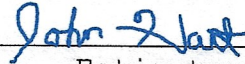
Documents Included in This Package:

RFP Cover Sheet
Project Background and Specifications
RFP Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form
Submission Form
Substitute Form W-9
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company:	RCD Construction Inc		Fax:		
Address:	1830 1st Ave	City/State:	Greeley CO	Zip:	80631
Contact Person:	John Hart	Title:	Estimator	Phone:	970-888-0971
Authorized Representative's Signature:			Phone:	970-888-0971	
Printed Name:	John Hart	Title:	Estimator	Date:	5-16-22
Email Address:	johnh@rcdconstructionco.com				

RCD Construction, Inc.

150 N. 2nd St.

Hayden, Co 81639

(970)276-2192

1830 1st Ave.

Greeley, CO 80631

(970)888-3861

RE:

RCD Key Personnel, Location, and Availability

05/13/2022

To whom it may concern:

This is a bid proposal between RCD Construction and Town of Bennett – Kiowa Trail 2022. We will provide a formal Project Proposal based on the individual address, scope of work, etc for this project. Key personnel for the project are: Ryan Heffernan- Johnstown CO- District Manager, Ebert Santana – Denver and Northern CO - Project Manager, All crew members are local to Denver Metro and Northern Colorado.

Thank you,

John Hart – Estimator, RCD Construction Inc, Greeley CO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2022

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 Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	CONTACT NAME: Sara Mendenhall	
	PHONE (A/C, No, Ext): (970) 254-0846 FAX (A/C, No): (970) 243-3914	
	E-MAIL ADDRESS: saram@hlic.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance Company Of America	
INSURED RCD Construction, Inc. PO Box 322 Hayden, CO 81639	INSURER B : Pinnacol Assurance	41190
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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"/> PROJECT <input type="checkbox"/> LOC OTHER:			S 2323507	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2323507	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			S 2323507	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4198531	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip			S 2323507	7/1/2021	7/1/2022	Limit 350,000

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

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATIONAL PURPOSES ONLY

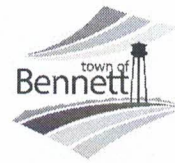
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 4/26/2020
Project Number: 22-005
RFP Title: **Kiowa Bennett Concrete Trail Extension**
Proposals Due: May 16, 2022, 4:00 p.m., Local Time
Submit Proposals to: **Rprice@bennett.co.us**

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

7806

For Additional Information Please Contact:

Robin Price
(303) 644-3249 Ext. 1013
Email: **rprice@bennett.co.us**

Documents Included in This Package:

RFP Cover Sheet
Project Background and Specifications
RFP Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form
Submission Form
Substitute Form W-9
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: T+M CONSTRUCTION, LLC Fax: N/A
Address: 5605 N. PETERSON RD City/State: SEQUOIA, CO Zip: 80135
Contact Person: THOMAS ANDREAS Title: MANAGING PARTNER Phone: 720 937 2832
Authorized Representative's Signature: [Signature] Phone: 720 937 2832
Printed Name: THOMAS ANDREAS Title: MANAGING PARTNER Date: 5/16/2022
Email Address: TOMCCS@AOL.COM

T & M CONSTRUCTION, LLC
5605 N. Peterson Road, Sedalia, CO 80135 (720)733-8895

Robin Price
Town of Bennett
207 Muegge Way
Bennett, CO 80102

RE: Contents of Proposal, May 16, 2022

T&M Construction, LLC (T&M) has been in business since February of 2011, we have performed work for a number of local municipalities. The type of work varies from constructing bike paths to complete roadway construction. The partners have a combined experience of over seventy five years within the construction industry.

Please see the attached resume for Brett Exner who will be the onsite supervisor for this project. Brett currently resides in the Town of Bennett.

Thomas Andreas will be the project manager. We don't have any subcontractors performing work for this project.

The proposal includes surveying, erosion control – concrete wash out and erosion mitigation within in the drainage channel and CDOT Class D Concrete.

Columbine Trail for Foothills Park & Recreation District, \$319,824.50 – 2019 within budget and contract time. The construction team was Brett Exner & Thomas Andreas.
2018 Park Improvement Walker Branch Park for the town of Sheridan, \$184,280.00 – 2018 within budget and contract time. The construction team was Brett Exner & Thomas Andreas.

Nine Mile Bike Pedestrian Improvements for The City of Aurora, \$504,273.00 – 2017 within budget and contract time. The construction team was Brett Exner & Thomas Andreas.

We propose to start the work approximately the 1st of July, earthwork and removals will take approximately 2 weeks to complete, placing base course and concrete path 1 month, final grading, cleanup, seeding and mulching approximately 2 weeks.

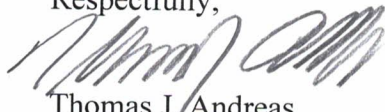
Mobilization: week 1 \$24,500.00

Earthwork & asphalt removal: week 1 & 2 \$181,000.00

6" Concrete Trail week 3, 4, 5 & 6 \$159,894.00

Final Grading, Seeding & Mulching, Cleanup & Demobilization week 7 & 8 \$64,304.00

Respectfully,



Thomas J. Andreas

Brett Exner

303-332-7973

1255 View ridge rd. Bennett, co 80102

Brette70@msn.com

Professional Profile	<p>Project Superintendent</p> <ul style="list-style-type: none">▪ Certified TCS▪ Competent person trenching & shoring▪ Confined space and respirator training▪ erosion control certified▪ CCA classes▪ Blueprint reading▪ Surveying▪ Estimating and project management
Professional Accomplishments	<p>33 years experience in the heavy and highway industry</p> <ul style="list-style-type: none">▪ laborer▪ carpenter▪ operator▪ Pipe layer and fitter <p>Management</p> <ul style="list-style-type: none">▪ Dirt foreman▪ Carpenter foreman▪ Pipe foreman▪ General foreman <ul style="list-style-type: none">▪ Project superintendent▪ Overseeing projects from \$150,000 to \$24,000,000.00▪ CDOT and city municipalities▪
Work History	<p>October 1, 1987 General Foreman Park Construction Co., Minneapolis, Minn.</p> <p>February 1, 1998 Project Superintendent, Asphalt Specialties Henderson, CO</p> <p>September 4, 2006 Project Superintendent, Concrete Construction Specialties, Castlerock,co</p> <p>February 2011 Project Superintendent T&M Construction, LLC, Sedalia, CO</p>
Education	<p>Hinckley high school Aurora, CO</p>

References [References are available upon request.]

Brief description of some completed projects:

Park construction co.

Highlands ranch water treatment plant- laborer

Stapleton glycol holding ponds- laborer

Havana St. bridge- laborer/ carpenter

E470 and I-25 bridges- carpenter

I-76 between Pecos and Broadway-carpenter/ operator

Burlington Northern railroad expansion Bill, Wyoming-operator/oiler

Rocky Flats sanitary landfill placement of 65,000 CY of shale- dirt foreman

Town of Avon construct 6 roundabouts- foreman

Lake Avery Meeker, Co soil cement dam- foreman

A.S.C.I

128th in Broomfield traffic mitigation- project- superintendent \$500,000

Big dry creek trail and wetlands mitigation- project superintendent \$1,500,000

Arapahoe and Parker rd. reconstruction of intersection- project superintendent \$5,000,000

US-36 and Federal Blvd.Asst. Project superintendent \$15,000,000

Parker Rd. white topping- project superintendent- \$8,000,000

120th Ave. Hwy-85 to Quebec St. 6 bridges,2.5 million cy of dirt, 6 miles of concrete pavement, 3 miles of storm sewer, 4 box culverts and 15 acres of wetland mitigation- project superintendent- \$24,000,000

Concrete Construction Specialties

Parker and Dartmouth reconstruct intersection- project superintendent- \$1,500,000

Town of Parker pedestrian trail and pedestrian bridge- project superintendent-\$1,000,000

City of Boulder 28th and Valmont reconstruct intersection and bike bus lanes- \$850,000

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2,538	LF	6" Concrete Trail	63 -	\$0.00
2	2,538	LF	Removal of existing asphalt path	8 -	\$0.00
3	1	LS	Reseeding any vegetation that has been disturbed	14,000 -	\$0.00
4	1	LS	Mobilization	31,500 -	\$0.00
5	1	LS	Final Grading	204,000 -	\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
Total					\$0.00

Not to Exceed Total: *FOUR HUNDRED TWENTY NINE THOUSAND SIX HUNDRED NINETY EIGHT DOLLARS*

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 *THOMAS ANDREAS*
Title *MANAGING PARTNER*
RFP: *TAM CONSTRUCTION, LLC*

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)

429,698

State total bid price with discount

429,698

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

Vendor# _____

REQUEST FOR TAXPAYER

IDENTIFICATION NUMBER AND CERTIFICATION

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

1 NAME OF FIRM:

T+M CONSTRUCTION, LLC
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):

T+M CONSTRUCTION, LLC
NAME (As it appears on invoice)

5605 N. PETERSON RD.
ADDRESS

SEDALIA, CO, 80135
CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

5605 N. PETERSON ROAD
STREET ADDRESS

SEDALIA, CO, 80135
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

80-0692391

Name of Business Owner (please print)

THOMAS ANDREAS

Check Appropriate Box:

☐ Corporation

☐ Partnership

☐ Government

☐ Individual/Sole Prop

☐ Non-Profit Organization

☐

Other

LLC

(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

Thomas J. Andreas
5/16/2022

Print Name

THOMAS J. ANDREAS

Telephone Number

(720) 937 2832

**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 reimbursement

☐ Sale of Land

Approved:

Town Administrator

SAMPLE AGREEMENT

Date

Town of Bennett

Kiowa- Bennett Trail Extension

Proposal

Mark Menke
5-16-2022

Table of Contents

1. Statements of Qualifications including.....	Page 3
2. Proposed Project Team.....	Page 3
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5. Proposed Project Schedule.....	Page 16
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8. Pricing Form.....	Page 19
9. Submission Form.....	Page 20
10. W-9 Substitute Form.....	Page 22
11. Deviations from Sample Agreement.....	Page 23

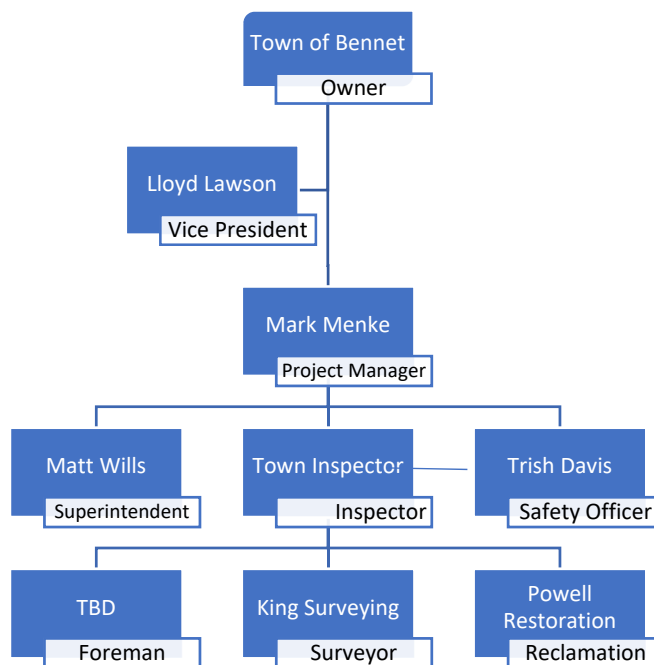
1. Statements of Qualifications including:

Lawson Construction Company is a transportation facilities concrete contractor that undertakes projects for customers in the private and public sector. Lawson Construction projects range from small, one-day projects that require extensive handwork to large, multi-month contracts involving machine-placed concrete installed under stringent time constraints.

Lawson Construction is a member of the Associated General Contractors of America, the American Concrete Paving Association, the Longmont Builders' Association and the Colorado Contractors' Association. Lawson Construction's reputation for integrity, professionalism, quality and customer support has allowed the company to experience solid growth in the marketplace since it was founded in 1989. This success stems from Lawson Construction's corporate philosophy -- to provide customers with a top-quality product and unmatched service that delivers projects on time and within budget.

While Lawson Construction does handle a wide range of specialty concrete installation assignments, the construction of a recreational trail for an urban community is one assignment that Lawson has completed many times and is looking forward to opportunity to partner with the Town in the construction of the Kiowa-Bennett Trail extension Project.

2. Project Team:



Note:

- See attached for the resumes of the above key personnel
- The above team all are Residents of Colorado, and are available to construct the above project as soon as the Town has made its selection and contracts can be agreed to and signed.

CHARLES LLOYD LAWSON

1501 Sunset Street
Longmont, CO 80501
(303) 684-0002 (303) 419-3178 Cellular
Lloyd@lawsonconstruction.com

Executive Summary

A Seasoned. Team-oriented business executive with a highly successful track record with start-up and turnaround situations. More than 21 years progressive experience in all phases of Operations and Project Management, with particular strength in customer relations. Recognized for exceptional organization building skills as well as the ability to motivate others on all levels in the achievement of individual and organization goals.

- Equipment Management
- Business Process Re-engineering
- Feasibility Analysis Projections
- Negotiation and Arbitration
- Project Management
- Crisis Resolution
- Start-up Management
- Business Valuation
- Asset Acquisition and Liquidation Management
- P & L Responsibility

Employment

Lawson Construction Company, Vice President, Senior Estimator, 2000-present

- Successfully negotiated and managed private sector infrastructure projects. (Including single family & multifamily subdivisions)
- Implemented equipment maintenance and parts system which lead to an increase in efficiency and productivity.
- Ability to negotiate competitive priced materials and supplies.
- Successfully managed and maintained customer relations for 21 years. With a proven track record of projects completed on time and under budget.
- Ability to work with customer/clients in difficult situations to quickly diagnose and resolve logistic issues.
- Estimate and manage public sector and municipal infrastructure projects.

Lawson Construction Company, Senior Estimator, Project Manager, 1997-2000

- Estimate and manage private sector construction projects.
- Served on Board of ACPA.

Lawson Construction Company, Junior Estimator, 1992-1997

- Project quantity takeoffs, field measurements and billing.

Lawson Construction Company, Equipment Superintendent, Material Acquisitions, 1989-1997

- Orchestrated equipment acquisitions and liquidations.

Computer Skills

Microsoft Word, Excel. Lotus, Quest Estimating, Harddollar, Microsoft Project

Education

Bachelor of Science, August 1988
Emphasis: Business Administration
Management, Marketing & Consumer Behavior
University of Northern Colorado, Greeley, Colorado

Mark S. Menke Jr.

4455 Deyo Place – Loveland, CO 80538 • 970-619-1842
Mark.MM354@gmail.com

PROJECT MANAGER/PROJECT ESTIMATOR

As a project manager and estimator with 15 + years of experience, overseeing all phases of multimillion-dollar projects for government entities and private-sector clients. I have implemented my knowledge of estimating, project management and technical support to transcend vision into operations. I am looking to find a senior position where I can further advance my project management and estimating skills by providing outstanding leadership through all phases of the construction process. By using my background with government and private-sector clients. I'm looking to be a positive and knowledgeable addition to a team of driven professionals.

HIGHLIGHTED PROJECTS

PROJECT: Bridge Repairs I-25/Mead **OWNER:** CDOT **Budget:** \$0K to \$600K

Completed the estimation of the project for the Colorado Department of Transportation; served as Project Manager during the repair of a 2 single span steel girder bridge on I-25, between Mead, CO and Berthoud, CO. Job utilized self-consolidated concrete and was completed during two 52-hour weekend closures and seven 8-hour night time closures. Completion of this project required constant communication between CDOT, Colorado Constructors, Inc. and Subcontractors.

This project was awarded the Region 4, Project Manager of The Year Award.

PROJECT: Tarryall Creek Road **OWNER:** FHWA **Budget:** \$600K to \$1M

Prior to construction, bid as a sub-contractor to prospective general contractors. After LEDCOR, Inc. was awarded contract, served as the Project Manager while working as a subcontractor, during the construction of a single span precast bulb tee bridge over Tarryall Creek.

Developed a business relationship with Ledcor, Inc. to continue the work relationship for future work in Colorado.

PROJECT: Mineral Creek Bridge Replacement **OWNER:** CDOT **Budgets:** \$1M to \$2M

Served as the Project Manager during the construction of this million-dollar bridge replacement project for three construction seasons. Job was located at 10,000 feet on highway 550 in Silverton, CO requiring constant cooperation of sub-contractors during the shorten construction seasons.

PROJECT: Red Rocks Entrance #2 Bridge Replacement **OWNER:** Denver Public Works **Budgets:** \$600K to \$1M

Prior to construction, bid project to Denver Public Works. Served as Project Manager for the replacement of the old steel girder bridge and replaced bridge with a fabricated 70-foot single span truss. The bridge consists of cast-in-place abutments that supported the fabricated and erected steel truss. A traditionally cast-in-place concrete deck was placed on stay in place metal deck forms to complete the travel surface of the bridge. Curb, gutter and asphalt paving was installed to finish out the tie in of the structure to the exiting entrance.

New Design's project team worked with DPW in a joint effort to complete the project prior to concert season.

PROJECT: Peralta Wash – Pueblo Route 85 over Peralta Wash **OWNER:** CFL **Budgets:** \$2M to \$3M

Prior to construction, bid project to Central Federal Lands (CFL). Served as Project Manager of the \$2 Million, 3 span 250'-0" long bridge replacing a culvert washed out during previous flooding. The bridge consists of cast-in-place substructure supporting AASHTO precast girders and a traditionally formed cast-in-place concrete deck.

Structures' project team worked closely with the local Cochiti Pueblo (local Indian Reservation) in a joint effort to complete the project on time.

PROJECT: 6th Ave (SH 30) Pedestrian Bridge **OWNER:** CDOT **Budgets:** \$2 M to \$3M

Took over as Project Manager for the replacement of a pedestrian bridge that spanned 6th Ave (SH 30). The 5-span prefabricated steel truss bridge included 2 switch back approach spans (86'-9" & 131'-5") with a main 89'-3" span over 6th Ave. The cast-in-place piers consisted of a single 42"x42" tapered column supporting a 22'-6" x 16'-0" tapered cap.

A successfully met schedule resulted in the bridge being constructed when the nearby school was on summer break.

MARK S. MENKE JR.

KEY SKILLS

- DOT Project Contract Management
- Public Works Contract Management
- Federal Acquisition Contract Management
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision
- Historical Cost Analysis
- Site Safety/OSHA/EM-385-1, Compliance
- Project Cost Management
- CPM Scheduling (MS Project)
- Expert Proficiency (MS Office)
- HCCSS Proficient
- Agtek, Earthwork Take Off Proficient

AWARDS

2011 COLORADO DEPARTMENT OF TRANSPORTATION PROJECT MANAGER OF THE YEAR (REGION 6)

EXPERIENCE

2022 – PRESENT

ESTIMATOR/CONSTRUCTION PROJECT MANAGER, LAWSON CONSTRUCTION COMPANY.
(LONGMONT, CO)

- Instrumental part in the management and completion of contracts.
 - Estimating
 - Business Development
 - Management and completion of projects on time and on budget.

2019 – 2022

LEAD ESTIMATOR/CONSTRUCTION PROJECT MANAGER, JALISCO INTERNATIONAL INC.
(COMMERCE CITY, CO)

- Instrumental part in the management and completion of contracts.
 - Estimating
 - Business Development
 - Management and completion of projects on time and on budget.

2017 – 2019

ESTIMATOR/PROJECT MANAGER, CHERRY CREEK RECYCLING, LLC
(NORTHGLEN, CO)

- Integral part of the implementation and management of the job costing process.
 - Managing design build demolition construction projects, \$99 Million 4-year Multi-Award Construction Contract (MACC) for NAVFAC South West.

2016 – 2017

ESTIMATOR/CONSTRUCTION PROJECT MANAGER, STRUCTURES INC.
(ENGLEWOOD, CO)

- Instrumental part in the management and completion of contracts.
 - Estimating
 - Business Development
 - Management and completion of projects on time and on budget.

2013 – 2016

ESTIMATOR/CONSTRUCTION PROJECT MANAGER, NEW DESIGN CONSTRUCTION
(DENVER, CO)

- Instrumental part in the management and completion of contracts.
 - Estimating
 - Business Development
 - Management and completion of projects on time and on budget.

2012 – 2013

ESTIMATOR, CHERRY CREEK RECYCLING, LLC
(PARKER, CO)

- Instrumental partner in implementing:
 - Estimating Processes
 - Business Development

2006 – 2012

ESTIMATOR/CONSTRUCTION PROJECT MANAGER, COLORADO CONSTRUCTORS INC.
(DENVER, CO)

- Instrumental part in the management and completion of contracts.
 - Estimating
 - Business Development
 - Management and completion of numerous contracts on time and on budget.

EDUCATION & CERTIFICATIONS

BACHELOR'S DEGREE IN CIVIL ENGINEERING, COLORADO STATE UNIVERSITY - 2006

CONSTRUCTION QUALITY CONTROL MANAGER CERT., (CQCM USACE) - 2013

HEALTH & SAFETY AWARENESS AND MANAGEMENT CERT., (40 HOUR EM 385-1-1) - 2013

CEI ESTIMATOR TRAINING, CONSTRUCTION ESTIMATING INSTITUTE – 2017

TRAFFIC CONTROL SUPERVISOR, COLORADO CONTRACTORS ASSOCIATION – 2021

TRICIA DAVID, PHR

858 Cooperland Trail
Berthoud, CO 80513
303-570-1328

SUMMARY OF QUALIFICATIONS

Manager of Human Resources, EEO, Workplace Safety and Payroll. Excellent customer service and communication skills, problem resolution abilities, all with the highest level of professionalism, ethics, and confidentiality.

- Characterized by personal strengths of adaptability, organizational and problem-solving skills.
- Excellent critical thinking, communication, and interpersonal skills.
- Office skills include using Microsoft Office products, primarily Excel, Word, PowerPoint, and Microsoft Outlook, KPA Risk Management Center, and EASE benefits management
- Other current software knowledge includes TCMS accounting software, Adobe Professional, Kona-workorder processing software for vehicle and equipment service and maintenance
- Notary Public

PROFESSIONAL EXPERIENCE

Professional in Human Resources (PHR) Certification since November 2017

HR/Payroll Manager

Lawson Construction Company, Longmont, CO June 2014 to Present

- Maintain employee records including warehousing and destruction schedule
- Created company's current employee handbook
- Interview/screen applicants, onboard new associates
- Employee termination processing – exit interviews, coordinate COBRA management
- Manage Workers' Compensation cases and OSHA reporting
- Coordinate Department of Transportation OJT (on the job training program)
- Maintain bulletin boards, updating of all state/federal business posting materials
- Process weekly payroll, including certified payroll for federal contracts
- Process and maintain employee loans, advances, and garnishments
- Process monthly/quarterly/annual taxes and reporting (FUTA, SUTA, 941, W2, 1099, use tax, and OPT)
- Benefits Administrator - Coordinate benefits for all employees including worker's compensation, retirement, unemployment, health, vacation, life, and disability
- EEO Coordinator - Update and maintain materials, conduct annual/semi-annual and project EEO meetings, annual EEO reporting, maintain compliance
- Safety Manager - Maintain training materials and update Safety Data Sheets database, regularly attend safety webinars and conferences, communicate safety information to employees and conduct regular training, organized company safety committee

Page Two

Payroll Specialist/Office Assistant

Lawson Construction Company, Longmont, CO May 2006 to June 2014

- Assisted predecessor in the above list of responsibilities
- Coordinated all payroll processing

Additional Experience at Lawson Construction Company

- Contracts Administration
- Prequalification applications
- Maintain certifications, licenses, and bonds for state and local agencies
- Provide leadership, guidance, and support to management, office personnel, and field

OTHER EXPERIENCE

Accounts Receivable Coordinator

PharMerica, Longmont, CO March 2004 to April 2006.

- Long term care facility pharmacy billing

Call Center Telecommunications Support Analyst

Electronic Data Systems (EDS), Louisville, CO April 1990 to July 2002

- Evaluate voice technology, provide technical support to call centers

Additional Experience at EDS (formerly known as Centrobe/Neodata)

- Supervised a team of Customer Service Representatives in a call center (inbound calls)

EDUCATION, TRAINING, and MEMBERSHIPS

Columbia Southern University

- Associate of Arts Degree, December 2021 - emphasis HR and Workplace Safety
- Bachelor of Science Degree, Human Resources, GPA 3.96, Anticipated graduation date July 2023

Professional in Human Resources (PHR) Certification since November 2017

- HRCI.org credentials
- Exam preparation through Employers Council and Distinctive Human Resources

Current memberships in the Society of Human Resource Management, National Safety Council, and National Society of Leadership and Success

Biannual Safety Workshops through Captive Resources, National Contractors Insurance, Annual Employment Law Update conferences, Employers Council

Lyons High School Graduate, Lyons, Colorado

Larimer County Natural Resources volunteer

MATT WILL

21134 CR 29, Platteville, CO 80651 · 970-231-4178
mmwlcc@yahoo.com

Well-rounded Superintendent, Class A CDL holder, heavy equipment operator, highly skilled in all machinery including Blade, Excavator, Backhoe, Loader, Dozer, Skid, Scraper, fork/aerial lift

EXPERIENCE

JUNE 1991 – JUNE 2005 AND NOVEMBER 2008 - PRESENT

LAWSON CONSTRUCTION COMPANY

Superintendent

Foreman

Operator

JUNE 2005 – NOVEMBER, 2008

DACOA

Foreman

Operator

RECENT PROJECTS COMPLETED

JULY 2021

128TH & TAMARAC, THORNTON, CO

SUBDIVISION CURB/GUTTER/SIDEWALK/TRAIL

JULY 2021

SH 392 & LCR 5, WINDSOR, CO

HIGHWAY PAVING

AUGUST 2020

I-70 TRUCK PARKING, GARFIELD COUNTY

GENERAL CONTRACTOR/CONCRETE PAVING - TRUCK PARKING LOTS

AUGUST 2020

INCA STREET MULTI-USE TRAIL, CITY AND COUNTY OF DENVER

GENERAL CONTRACTOR/CONCRETE PAVING

DECEMBER 2019

SH 287, LAPORTE

GENERAL CONTRACTOR/ HIGHWAY CONCRETE PAVING AND ROUNDABOUT

OPERATOR EDUCATION & TRAINING

MARCH, 2022

AURORA RIGHT OF WAY SUPERVISOR LICENSE AURORA, COLORADO

FEBRUARY, 2022

WORK ZONE TRAFFIC CONTROL COLORADO CONTRACTORS ASSOCIATION

MARCH, 2020

FIRST AID CPR AED AMERICAN RED CROSS

MARCH, 2018

AERIAL LIFT OPERATION & ALL TERRAIN FORKLIFT OPERATION CINTAS

MARCH, 2018

CONCRETE FLATWORK FINISHER & TECHNICIAN AMERICAN CONCRETE INSTITUTE

FEBRUARY, 2014

OSHA 10 USI

MARCH, 2013

SUPERVISOR TRAINING COLORADO CONTRACTORS ASSOCIATION

FEBRUARY, 2010

STORMWATER MANAGEMENT/EROSION CONTROL ALTITUDE TRAINING ASSOC.

SKYLINE HIGH SCHOOL GRADUATE

SKILLS

- Class A CDL Driver – all trucks from straight truck to tractor/trailer
- Project site manager
- Highly skill heavy equipment operator
- Workforce leader
- Excellent communicator
- Impeccable paperwork
- Big dirt

ACTIVITIES

Home renovation and building-including plumbing and wiring
R&R activities include gardening, hunting, fishing, family

3. Project Approach

Once Lawson has received award of the project. Our subcontractors and vendors will be notified and the CDPHE will be notified with once the a SWMP has been put together. Contracts and purchase orders will be sent out and based on the bid schedule, a baseline project schedule will be put together. The schedule and any city required submittals will be provided to the city and a preconstruction would be scheduled. The preconstruction would be held along side a site visit, which would include both Lawson Project Team and the Towns Project Team. The proposed schedule would be discussed along with any issues or topics the Town see's to be pertinent to getting the ProJet started. Along with a preconstruction meeting, Lawson suggest putting up VMS boards or doing some sort of public relations, to notify the local citizens that the Kiowa-Bennett road will be down to one lane off and on for the duration of the project.

After the preconstruction meeting and all submittals have been accepted and approved, Lawson would expect Notice to proceed to be given. (Bid schedule shows June 13th as noted in the project specs.) Lawson would then mobilize, meaning acquiring temporary facilities like a port 'o let and a dumpster on site and would also have King Survey set up control and stake ROW for the project. Included with mobilization Locates would be set up to be completed so that utilities can be observed with the initial survey. With the initial surveying complete Powel Restoration's crews would be dispatched to start installing BMP's; erosion logs, a vehicle tracking Pad and a concrete washout would be set up in preparation for clearing and grubbing. Traffic control would need to be setup as well, for the work to start (TC by TOB). Its assumed a shoulder closure would be installed for night time and during the day flaggers would be scheduled off and on for a lane closure to allow for work requiring trucks and equipment to come in and out of the construction zone.

Once ROW has been staked and BMPS have been installed Lawson will start clearing and grubbing with a Moto grader and a loader. 6 inches will be win-rowed up along the east side of the project, along the row well the existing asphalt trail is being removed. some of the win-rowed material will be stock piled and some of it will be left in place as an earthen berm (BMP) . Once the Asphalt has been removed and most of the clearing and grubbing has been completed. Grade stakes will be installed in preparation for the unclassified excavation that will need to be completed to get to subgrade. Also, in preparation for unclassified excavation, potholing will be completed along the trail to see at what depth the located utilities lay to confirm no interference with the design surface as it compares to the existing utilities.

After utilities are cleared, grad stakes are in and clearing is almost complete, Lawson will begin unclassified excavation with an excavator, loader and moto grader and a skid-ster. This equipment along with a dump truck will be utilized to achieve the design grades as drawn in the Cross-sections. Note Traffic control will be key to the workers and traveling publics safety during this period of work. (10 Days). Also, during this time, the trail subgrade will be reconditioned 6" to insure a stable surface for the trail. (soft spots if encountered may require recycled concrete base for stabilization, but after a site visit it does not appear this will be a problem (Note addendum 1' s, note that ABC class 6 is not required.

Upon completion of the trail subgrade and the grade is to the design elevations per the grade stakes, Lawson will then bring in a crew to set up string along the length of the trail for grade control and will mobilize its 4-Track GOMACO to slip form the trail that can be slipped. The rest will be hand poured once the machine work is completed.

After construction of the trail the stock piled and win-rowed topsoil will then be used to shoulder the trail and will be distributed across all disturbed areas. Note the Concrete wash out area will be cleaned up and the vehicle tracking pad will be removed during this process with a separate crew. With the installation of the topsoil Powell restoration will then come back and till the topsoil and then drill seed the disturbed areas. Then the project will be hydro mulched. After seeding and mulching is completed, Lawson plans to have a water truck on standby, to water the area during the remainder of July and into August until signs of seed establishment is seen. Note that throughout the construction of this project Lawson will continuously be monitoring dirt and debris on the Kiowa-Bennet road and will have crews and equipment to be able to keep roadway clean.

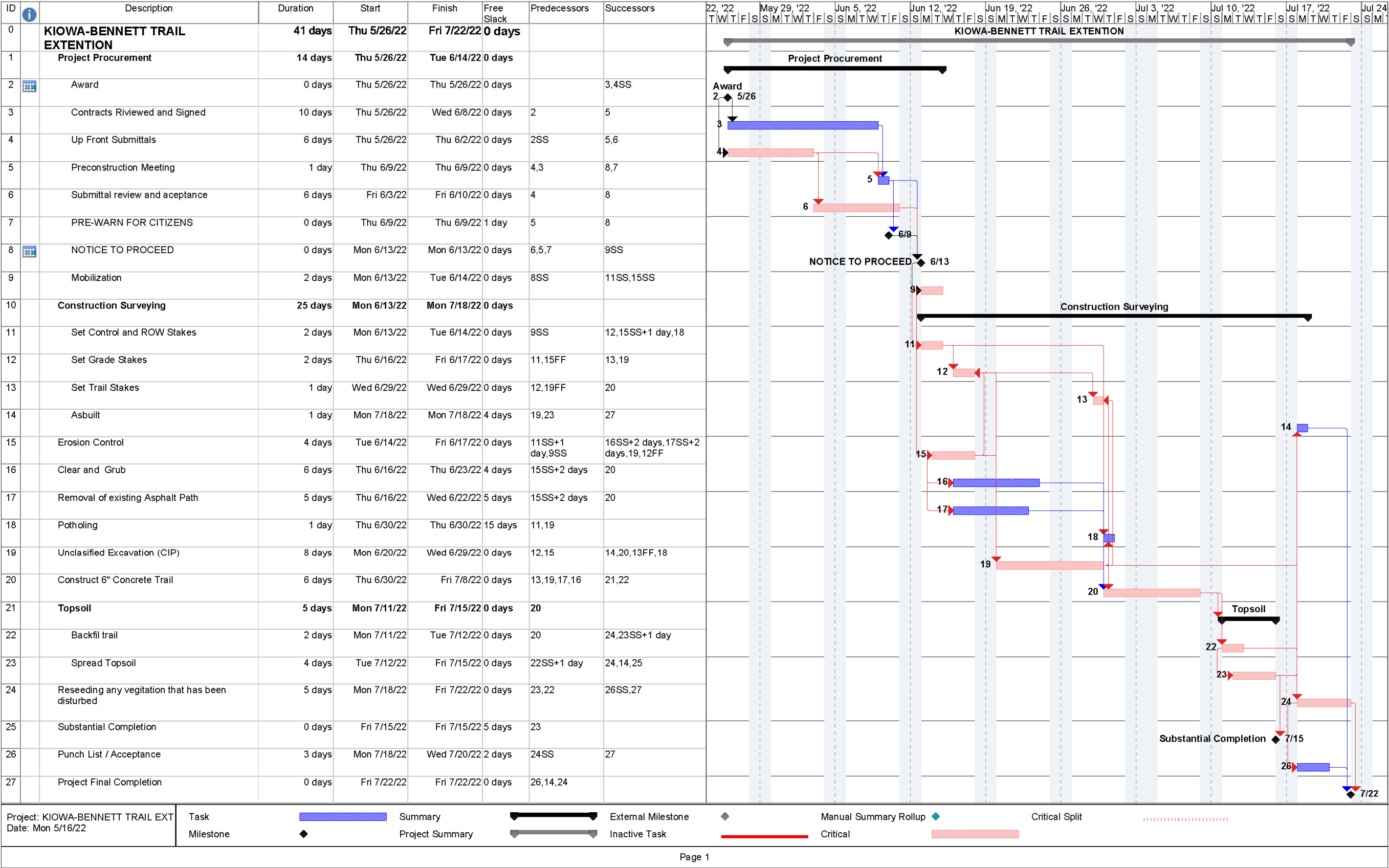
After the trail is completed and the seeding is in progress a punch list meeting would be set up to review the project with the town and discuss any changes or items that need to be fixed before the job can be released as complete and final. These items will be taken care of and the project would then be complete and ready for the cities use. Along with punch list items an as built survey of the trail would be completed. For the Towns records.

4. Reference Projects

Lawson construction has years of experience completing Recreational trail projects like this one. The majority of our work in past 5 years has been oriented around providing quality work for private subdivisions and some municipalities. Because all of our work has involved construction of sidewalks and or trails below is a list of our top projects from the last five years, all project work were delivered with in the parameters of the budget and the time given for the project..

	COMPLETION DATE	JOB#	PROJECT DESCRIPTION	OWNER/ADDRESS/PHONE	CONTRACT \$ AMOUNT	WORK LOCATION
1	12/31/2020	M403	Highway truck parking lot paving	COLORADO DEPT OF TRANS 4201 E ARKANSAS DENVER CO 80222, 303-485-4050	\$3,171,635	GARFIELD COUNTY
2	12/31/2020	D427	Curb, Gutter, Sidewalks, handicap ramps, ADA panels, driveway ent, parking lane, crossspan	BOULDER CREEK BUILDERS 712 MAIN STREET LOUISVILLE CO 80027, 303-956-7112	\$375,379	W COAL MINE & KIPLING
3	12/31/2020	B438	Curb, Gutter, Sidewalks, handicap ramps, crossspan, driveway ent.	C.D.G. DEVELOPMENT 2500 ARAPAHOE AVE. SUTIE 220 BOULDER CO 80302 (303) 494-6979	\$272,409	WCR 16 & ZIMMERMAN DR
4	12/31/2020	B531	Subdivision, curb, gutter, sidewalks, cross pans, inlet back strip	MERITAGE HOMES 8400 E CRESCENT PKWY SUITE 200 GREENWOOD VILLAGE CO 80111, 303-406-4351	\$257,552	OLD WAGON TRAIL & HWY 287
5	12/31/2020	B529	R&R curb and gutter, sidewalk	C.D.G. DEVELOPMENT 2500 ARAPAHOE AVE. SUTIE 220 BOULDER CO 80302 (303) 494-6979	\$125,859	ERIE PARKWAY & WEST RIDGE
6	12/31/2019	D937	Vertical curb & gutter, Sidewalk, HCR, ADA panels, 10' Trail	BISON RIDGE CONSTRUCTION, LLC 2009 2ND AVE. GREELEY CO 80631, 970-353-9573	\$1,148,463	SAMPSONS GULCH & PINEY LAKE RD
7	12/31/2019	B352	Curb, Gutter, Sidewalks, handicap ramps, concrete bench pads and bike pads, crossspan, trickle channel, alley ent.	BOULDER CREEK BUILDERS 712 MAIN STREET LOUISVILLE CO 80027, 303-956-7112	\$711,539	QUAIL RD & MAIN ST
8	12/31/2019	D312	Concrete trail, sidewalk, driveway curbside	LENNAR 9193 S. JAMAICA ST ENGLEWOOD CO 80112, 303-754-0600	\$603,018	S PLATTE CANYON & HUNTER RUN
9	12/31/2019	D316	Subdivision, curb, gutter, sidewalks	SEMA CONSTRUCTION INC 7353 S. EAGLE STREET CENTENNIAL CO 80112, 303-627-2600	\$212,524	WEST 56TH & MCINTYRE
10	12/31/2019	B358	Curb, gutter, sidewalk, gazebo pad, hcr-ada, bench pad, crossspan and spandrel	ZEPHYR MANAGEMENT 1425 ONYX CIRCLE LONGMONT CO 80504, 303-772-7986	\$207,745	17TH AVE & MOONLIGHT DR
11	12/31/2019	B363	Curb, Gutter, Sidewalks, handicap ramps, crossspan	C.D.G. DEVELOPMENT 2500 ARAPAHOE AVE. SUTIE 220 BOULDER CO 80302 (303) 494-6979	\$115,674	CR 11 & CR 8
12	9/19/2019	F965	Highway concrete paving and roundabout	COLORADO DEPT OF TRANS 4201 E ARKANSAS DENVER CO 80222, 303-485-4050	\$23,842,469	LAPORTE, COLORADO
13	3/31/2019	B153	new subdivision, curb, gutter, sidewalks, bike trails, & trickle channel	McSTAIN ENTERPRISES 2420 W. 26TH AVE SUITE D-480 DENVER CO 80221, (303) 494-5900	\$491,721	COUNTY LINE RD & JAY RD
14	12/31/2018	B261	new subdivision, curb, gutter, sidewalks, bike trails, & trickle channel	BOULDER CREEK BUILDERS 712 MAIN STREET LOUISVILLE CO 80027, 303-956-7112	\$649,835	9TH AVE & HOVER STREET
15	12/31/2018	B272	new subdivision, curb, gutter, sidewalks, bike trails, & trickle channel	C.D.G. DEVELOPMENT 2500 ARAPAHOE AVE. SUTIE 220 BOULDER CO 80302 (303) 494-6979	\$424,724	HWY 52 & WCR 7
16	12/31/2018	B265	new subdivision, curb, gutter, sidewalks, bike trails, & trickle channel	BOULDER CREEK BUILDERS 712 MAIN STREET LOUISVILLE CO 80027, 303-956-7112	\$414,089	COALTON RD & MCCASLIN BLVD
17	12/31/2018	B274	new subdivision, curb, gutter, sidewalks, bike trails, & trickle channel	C.D.G. DEVELOPMENT 2500 ARAPAHOE AVE. SUTIE 220 BOULDER CO 80302 (303) 494-6979	\$366,885	HWY 52 & WCR 7
18	12/31/2018	B355	Curb, Gutter, Parking Lot for New Business Development	DEFALCO LEE CONSTRUCTION PO BOX 820 LONGMONT CO 80502, 303-651-1100	\$232,685	PIKE & HOVER
19	12/31/2018	D314	Subdivision, curb, gutter, sidewalks	TPS PARKING MANAGEMENT, LLC 200 W MONROE STE 1500 CHICAGO IL 60606, 303-229-8066	\$181,371	60TH & HIMALAYA
20	12/31/2018	B270	Curb, Gutter, Sidewalks, handicap ramps, ADA panels, chase drains	McSTAIN ENTERPRISES 2420 W. 26TH AVE SUITE D-480 DENVER CO 80221, (303) 494-5900	\$168,315	BASELINE ROAD
21	12/31/2018	B267	Vertical curb & gutter, 5' Sidewalk, chase drain, driveway, some R&R	BOULDER CREEK BUILDERS 712 MAIN STREET LOUISVILLE CO 80027, 303-956-7112	\$154,736	BRENNAN CIRCLE & BRENNAN ST
22	5/26/2018	S100	Highway concrete paving	COLORADO DEPT OF TRANS 4201 E ARKANSAS DENVER CO 80222, 303-485-4050	\$7,098,018	US 491 CORTEZ TO MCR 30
23	12/31/2017	N900	Highway concrete paving	NO DAKOTA DEPT TRANSPORTATION 608 EAST BOULEVARD AVENUE BISMARCK ND 58505 701-857-6925	\$18,593,874	WILLIAMS COUNTY, ND
24	12/31/2017	D935	Build Multi-Use Bike Trail	CITY & COUNTY OF DENVER 201 WEST COLFAX, DEPT 608 DENVER CO 80202, 720-865-2790	\$2,303,719	INCA STREET
25	12/31/2017	D938	Vertical curb & gutter, 8' Sidewalk, HCR, ADA panels, Median cover	BISON RIDGE CONSTRUCTION, LLC 2009 2ND AVE. GREELEY CO 80631, 970-353-9573	\$1,290,398	S. WADSWORTH & JEWELL
26	12/31/2017	B981	new subdivision, curb, gutter, sidewalks, bike trails, & trickle channel	MERITAGE HOMES 8400 E CRESCENT PKWY SUITE 200 GREENWOOD VILLAGE CO 80111, 303-406-4351	\$881,745	HWY 287 & S. PUBLIC ROAD
27	12/31/2017	B150	new subdivision, curb, gutter, sidewalks, bike trails, & trickle channel	C.D.G. DEVELOPMENT 2500 ARAPAHOE AVE. SUTIE 220 BOULDER CO 80302 (303) 494-6979	\$798,608	ERIE PARKWAY & CRS
28	12/31/2017	D123	new subdivision, curb, gutter, sidewalks, bike trails, & trickle channel	MERITAGE HOMES 8400 E CRESCENT PKWY SUITE 200 GREENWOOD VILLAGE CO 80111, 303-406-4351	\$665,776	DAYTON AND MISSISSIPPI
29	12/31/2017	D815	new subdivision, curb, gutter, sidewalks, bike trails, & trickle channel	RYLAND HOMES 9781 S MERIDIAN BLVD SUITE 120 ENGLEWOOD CO 80112-5935, 303-486-5112	\$543,790	E. MINERAL & E. IRISH DR.
30	12/31/2017	B266	new subdivision, curb, gutter, sidewalks, bike trails, & trickle channel	C.D.G. DEVELOPMENT 2500 ARAPAHOE AVE. SUTIE 220 BOULDER CO 80302 (303) 494-6979	\$444,528	HWY 52 & AGGREGATE BLVD
31	12/31/2017	B262	Curbwalk, crossspan, HCR	MERITAGE HOMES 8400 E CRESCENT PKWY SUITE 200 GREENWOOD VILLAGE CO 80111, 303-406-4351	\$185,969	HWY 287 & S. PUBLIC RD
32	12/31/2017	B154	Subdivision, curb, gutter, sidewalks	STANDARD PACIFIC OF COLORADO 6161 S. SYRACUSE WAY SUITE 200 GREENWOOD VILLAGE CO 80111, 303-779-4100	\$140,034	RENAISSANCE DR & HEATHERHILL CI
33	12/31/2017	B273	Curb, Gutter, Sidewalks, handicap ramps, ADA panels	BISON RIDGE CONSTRUCTION, LLC 2009 2ND AVE. GREELEY CO 80631, 970-353-9573	\$123,830	VISTA RIDGE
34	12/31/2017	B260	Curb, Gutter, Sidewalks, handicap ramps, crossspan	C.D.G. DEVELOPMENT 2500 ARAPAHOE AVE. SUTIE 220 BOULDER CO 80302 (303) 494-6979	\$112,090	CR 11 & CR 8
35	12/31/2017	B268	Curb, Gutter, Sidewalks, handicap ramps, ADA panels	C.D.G. DEVELOPMENT 2500 ARAPAHOE AVE. SUTIE 220 BOULDER CO 80302 (303) 494-6979	\$107,073	CR 8 & SWEETGRASS PARKWAY
36	1/31/2017	B157	New subdivision, curb, gutter, sidewalks	C.D.G. DEVELOPMENT 2500 ARAPAHOE AVE. SUTIE 220 BOULDER CO 80302 (303) 494-6979	\$362,602	COLORADO AND 5TH STREET

5. Proposed schedule to complete the Project.



6. Detailed fee schedule tied to the Scope of Services

Proposal

LAWSON CONSTRUCTION COMPANY

Job Code: 2022-05-16 Kiowa-Bennett Trail

Description: Kiowa Bennete Trail Extension

Line No.	Pay Item No.	Description Subtotal Description	Quantity	Unit of Measure	Unit Price	Total Price
1	201-00001	Clear and Grub	2.00	AC	20,000.00	40,000.00
2	202-00220	Removal of existing Asphalt Path	2,538.00	LF	8.00	20,304.00
3	203-00010	Unclassified Excavation (CIP)	1,680.00	CY	50.00	84,000.00
4	203-01597	Potholing	8.00	HR	500.00	4,000.00
4	207-00205	Topsoil	1,400.00	CY	25.00	35,000.00
5	208-00000	Erosion Control	1.00	LS	40,000.00	40,000.00
6	212-00000	Reseeding any vegetation that has been disturbed	1.60	AC	10,000.00	16,000.00
7	610-00008	6" Concrete Trail	2,538.00	LF	53.00	134,514.00
8	625-00000	Construction Surveying	1.00	LS	20,000.00	20,000.00
9	626-00000	Mobilization	1.00	LS	45,000.00	45,000.00
		Project Cost (not to Exceed)			Subtotal:	438,818.00
11	900-00002	Project Manager	1.00	HR	100.00	100.00
12	900-00003	Superintendent	1.00	HR	85.00	85.00
13	900-00004	Finisher Foreman	1.00	HR	55.00	55.00
					Subtotal:	240.00
GRAND TOTAL:						439,058.00

Proposal Certification

7. Signed copy of the cover page of this RFP (page 1 of this RFP)

REQUEST FOR PROPOSALS

Cover Sheet



Date of RFP Issuance: 4/26/2020
Project Number: 22-005
RFP Title: **Kiowa Bennett Concrete Trail Extension**
Proposals Due: May 16, 2022, 4:00 p.m., Local Time
Submit Proposals to: **Rprice@bennett.co.us**

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

7806

For Additional Information Please Contact:

Robin Price
(303) 644-3249 Ext. 1013
Email: **rprice@bennett.co.us**

Documents Included In This Package:

RFP Cover Sheet
Project Background and Specifications
RFP Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form
Submission Form
Substitute Form W-9
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Lawson Construction Fax: 303.938.9955
Address: 1831 Boston Ave, Suite 100 City/State: Longmont, CO Zip: 80501
Contact Person: Mark Menke Title: Estimator / PM Phone: 303.776.3456
Authorized Representative's Charles L Lawson Phone: 303.776.3456
Signature: Printed Name: Charles L Lawson Title: Vice President Date: 5/16/2022
Email Address: mark.m@lawsonconstruction.com

Town of Bennett • 207 Muegge Way • Bennett, CO 80102 • p. 303-644-3249 • f. 303-644-4125

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2,538	LF	6" Concrete Trail	\$53.00	\$134,514.00
2	2,538	LF	Removal of existing asphalt path	\$8.00	\$20,304.00
3	1.60	AC	Reseeding any vegetation that has been disturbed	\$10,000.00	\$16,000.00
4	1	LS	Mobilization	\$45,000.00	\$45,000.00
5	2	AC	Clearing and Grubbing	\$20,000.00	\$40,000.00
6	1680	CY	Unclassified Excavation	\$50.00	\$84,000.00
7	8	HR	Potholing	\$500.00	\$4,000.00
8	1400	CY	Topsoil	\$25.00	\$35,000.00
9	1	LS	Erosion Control	\$40,000.00	\$40,000.00
10	1	LS	Construction Surveying	\$20,000.00	\$20,000.00
Total					\$438,818.00

Not to Exceed Total: **\$438,818.00**

SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
ATTN: Purchasing
207 Muegge Way
Bennett, CO 80102

Attn: Person in Charge
Title
RFP:

Does your proposal comply with all the terms
and conditions? If no, indicate exceptions

☒ YES / NO

Does your proposal meet or exceed all
specifications? If no, indicate exceptions

☒ YES / NO

State percentage of prompt payment discount, if offered

1.00 %

State total bid price (include all items bid)

\$438,818.00

State total bid price with discount

\$434,429.82

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.

10. W-9 Form

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:

Lawson Construction Company
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):

Lawson Construction Company
NAME (As It appears on Invoice)

PO Box 1318
ADDRESS

Longmont, CO 80502
CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

1831 Boston Avenue, PO Box 1318
STREET ADDRESS

Longmont, CO 80502
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

84-1116591

Name of Business Owner (please print) Kenneth T. Lawson

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 5/16/2022

Print Name Kenneth T. Lawson

Telephone Number (303) 776-3456



**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 reimbursement

☐ Sale of Land

Approved: _____

Town Administrator

SAMPLE AGREEMENT

Date _____

11. Deviations from Sample Agreement

None

Suggested Motion

I move to authorize the Mayor and the Town of Bennett to enter into a standard Town contract agreement with Kuhn Construction Inc. in an amount not to exceed \$231,435.81 for the Kiowa Bennett Concrete Trail Extension.



ARAPAHOE COUNTY

**Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120**

**REQUEST FOR PROPOSAL
COVER SHEET**

Date: May 5, 2022
Solicitation Number: RFP 22-24
Solicitation title: Regional Opioid Council Facilitation Services
Pre-Solicitation Meeting: None
Questions will be received until: May 17, 2022, 2:00 p.m. on
www.bidnetdirect.com/colorado

Proposal will be received until: **May 26, 2022, 2:00 p.m. on**
www.bidnetdirect.com/colorado
Please submit (1) pdf w/contractor name as the 1st
word in the document name.

Goods or services to be delivered to or performed at: Arapahoe County
For administrative questions unrelated to scope: Nancy Allen, Purchasing Manager
(303) 795-4435
Email Address: nallen@arapahoegov.com
Documents included in this package: Request for Proposal
Appendix A – Sample Agreement for Services
Appendix B – Colorado Opioid MOU

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 Response, (3) the Response is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4)

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Email Address: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____



ARAPAHOE COUNTY

Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120

REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

I. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, offers, proposals, qualifications, quotations, and responses (hereinafter referred to as "Response") made to Arapahoe County (hereinafter referred to as "County") by all prospective contractors, contractors, bidders, firms, companies, publishers, consultants, or suppliers (hereinafter referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

II. CONTENTS OF RESPONSE

A. **GENERAL CONDITIONS.** Contractors are required to submit their Responses in accordance with the following expressed conditions:

1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
2. Contractors are advised that all County Solicitations and contracts are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.
3. Contractors are required to state exactly what they intend to furnish to the County in their Response and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Response, it shall be construed that the Contractor's Response fully complies with all conditions identified in this Solicitation.
4. The County intends and expects that the contracting processes of the County and its Contractors provide equal opportunity without regard to disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractors, contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any contract awarded to the Contractor and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract. **Joint ventures are encouraged.** The Contractor shall disseminate information regarding all subcontracting opportunities under the contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Contractor shall maintain records demonstrating its compliance with this provision and shall make such records available to the County upon the County's request.
5. All Responses and other materials submitted in response to this Solicitation shall become the property of the County and shall be considered public information and subject to disclosure. **DO NOT INCLUDE CONFIDENTIAL AND/OR OTHERWISE PRIVILEGED DOCUMENTS AS PART OF A RESPONSE OR OTHER SUBMITTED MATERIALS.** By submitting a Response, Contractor affirms that none of the information provided in its Response or other submitted materials is confidential, proprietary, trade secret, or otherwise privileged, and the County may release such information without liability.

B. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

1. Where there appears to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications, and then the Special Terms and Conditions, will prevail.
2. If any Contractor contemplating submitting a Response under this Solicitation is in doubt as to the true meaning of the specifications or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

Any official interpretation of this Solicitation must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.

The County shall issue a written addendum if substantial changes which impact the technical submission of Responses are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. ANY CONTRACTOR DEEMED NON-RESPONSIVE WILL NOT HAVE THE ABILITY TO APPEAL AWARD DECISION(S).

C. PRICES CONTAINED IN RESPONSE-DISCOUNTS, TAXES, COLLUSION

1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Responses; discounts for periods of less than twenty days, however, will not be considered in making an award. Contractors are encouraged to provide their prompt payment terms in the space provided on the Solicitation's Specification and Pricing Form. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.
Federal Identification Number: 84-6000740
State of Colorado Tax Exempt Number: 98-04527-0000
3. Contractor, by affixing its signature to this Solicitation, certifies that its Response is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Response for the same items, or with the County. The Contractor also certifies that its Response is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III. PREPARATION AND SUBMISSION OF RESPONSE

A. PREPARATION

1. Responses must contain in ink or electronic signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Responses. If the Contractor's authorized agent fails to sign and return the original cover page of the Solicitation, its Response may be considered non-responsive and may not be considered.
2. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark
3. Unit prices shall be provided by the Contractor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Responses will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Response is the sole responsibility of the Contractor. No changes in the Response shall be allowed after the date and time that submission of the Responses is due. Minor errors may be allowed at the sole discretion of the Arapahoe County Purchasing Manager.

B. SUBMISSION

1. The Electronic Response shall include the Contractor's name and the Solicitation number. The County's Specification and Pricing form, which is attached to this Solicitation, must be used when the Contractor is submitting its Response. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. No other form shall be accepted.
2. Each Response must be submitted at the time and place specified in this Solicitation.
3. Failure to provide any requested information may result in the rejection of the Response as non-responsive.
4. Contractors, who qualify their Responses by requiring alternate contractual terms and conditions as a stipulation for contract award must include such, alternate terms, and conditions in their Responses. The County reserves the right to declare a Contractor's Response as non-responsive if any of these alternate terms and conditions are in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

C. CONTRACTOR APPLICATION AND RETENTION ON CONTRACTOR LIST (RMEPS)

1. Contractors may register for free online at <https://www.rockymountainbidsystem.com>. The County posts all bids, quotes, amendments, and award information on this website. If you need assistance when registering, or do not have Internet access, please contact BidNet® at 1-800-835-4603.

IV. MODIFICATION OR WITHDRAWAL OF RESPONSES

- A. MODIFICATIONS TO RESPONSES. Responses may only be modified when received prior to the submission deadline.
- B. WITHDRAWAL OF RESPONSES
 - 1. Responses may be withdrawn in the form of a written notice on and must be received prior to the time and date set for the opening of Responses. Any withdrawal of a Response submitted to Arapahoe County Purchase Division must have the Contractor's name and the applicable Solicitation number and title clearly noted on the withdrawal notice.
 - 2. Responses may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Response is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor from solicitation submissions for a six-month period following the withdrawal.

V. REJECTION OF RESPONSES

- A. REJECTION OF RESPONSES. The County may, at its sole and absolute discretion:
 - 1. Reject any and all, or parts of any or all, Responses submitted by prospective Contractors;
 - 2. Re-advertise this Solicitation;
 - 3. Postpone or cancel the process;
 - 4. Waive any irregularities in the Responses received in conjunction with this Solicitation; and/or
 - 6. Determine the criteria and process whereby Responses are evaluated and awarded.
- B. REJECTION OF A PARTICULAR RESPONSE. In addition to any reason identified in subsection A above, the County may reject a Response under any of the following conditions:
 - 1. The Contractor misstates or conceals any material fact in its Response;
 - 2. The Contractor's Response does not strictly conform to the law or the requirements of the Solicitation;
 - 3. The Response expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
 - 4. The Response does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Response by the Solicitation; and/or
 - 5. The Response has not been executed by the Contractor through an authorized signature on the Specification's Cover Sheet.
- C. ELIMINATION FROM CONSIDERATION
 - 1. A Response may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County.
 - 2. A Response may not be accepted from, nor any contract awarded to, any person or firm who has failed to perform faithfully any previous contract with the County or other governmental entity, for a minimum period of three years after the previous contract was terminated for cause.
- D. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section V or decisions by the County.

VI. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County 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 County reserves the right to reject any Response if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Responses will not be accepted.

VII. AWARD OF SOLICITATION. The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent To Award on BidnetDirect.com. No services or goods shall be provided, and no compensation shall be paid, until and unless a contract has been signed by an authorized representative of the County and the Contractor.

VIII. APPEAL OF AWARD. Solicitations are awarded based on several conditions, price being just one of the elements. Please check the Solicitation's Special Terms and Conditions to see the elements upon which the award will be based. Contractors may appeal the Notice of Intent to Award decision by submitting, in writing, to the County's Purchasing Manager, a request for reconsideration within 3 business days after the Notice of Intent to Award is sent to all participating Contractors via email, provided the appeal is sought by the Contractor prior to the County finalizing a contract with the selected Contractor. Contractors who were deemed non-responsive are ineligible to participate in the appeal of award process.



ARAPAHOE COUNTY

Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120

REQUEST FOR PROPOSAL SPECIAL TERMS AND CONDITIONS

SUBMISSION OF RESPONSES: The response must be received before the due date and time as specified in this Solicitation. Electronic submissions will be accepted online via Rocky Mountain E-Purchasing Systems (RMEPS), www.bidnetdirect.com/colorado. **Questions or technical difficulties should be directed to the websites' Contractor Support Team, (800) 835-4603, option 2.**

PURPOSE: TO ESTABLISH A CONTRACT: The purpose of this Solicitation is to establish a contract with a consultant to provide opioid facilitation services as specified herein from a source(s) of supply that will give prompt and efficient service to the County.

CONTRACTUAL OBLIGATIONS

- A. The successful Contractor will be required to sign a contract substantially similar to the contract form in Appendix A. The County reserves the right to add or delete provisions to the form prior to contract execution.
- B. Contractor is responsible for reviewing the form contract and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- C. Contractor's Response must state its willingness to enter the form contract or Contractor shall identify and include any proposed revisions they have for the form contract. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter the standard contract is for general purposes at this time but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- D. Material Priced Incorrectly. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- E. The County may, during the term of the contract and any extensions, request additional work at other locations throughout Arapahoe County by the successful Contractor.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE: It is the intent of the County to award a contract to the Contractor who receives the highest score when the Responses submitted by interested Contractors are reviewed by the County's Response Evaluation Committee. Notwithstanding, the County reserves the right to alter this method of award if such alteration is in the best interest to the County.

If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors who received the highest scores during the written phase to provide an oral presentation. The number of Contractors who may be invited to provide an oral presentation will be determined by the Evaluation Committee after the written Responses have been scored. In its best interest, the County will determine whether to score the oral presentations, what criteria will be used, if any, who will participate in the evaluation committee, and how the final scoring will be determined.

The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

RESPONSE TO QUESTIONS: Questions which arise during the Response preparation period regarding issues around this Solicitation must be submitted online at www.bidnetdirect.com/colorado. Any official interpretation of this Solicitation must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.

OPTION TO RENEW FOR FOUR (4) SUBSEQUENT YEARS (MAINTAINING SAME PRICES): The prices or discounts quoted by the Contractor in its Response shall prevail for the term of the contract, at which time the County shall have the option to renew the contract for four (4) subsequent one-year periods, provided, however, that such Contractor will maintain the same prices or discounts that were agreed to in the initial contract. The optional renewal periods shall not exceed four years. Continuation of the contract beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

LOCAL OFFICE SHALL BE REQUIRED: Due to the service level required in conjunction with this Solicitation, the Contractor shall maintain an office within the Metro Denver, Colorado, area. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract. Metro Denver consists of City and County of Denver, City of Ft. Collins and surrounding counties, City of Colorado Springs and surrounding counties, Arapahoe County, Jefferson County, Adams County, Boulder County, Douglas County, City and County of Broomfield, Clear Creek County, and Gilpin County, Colorado. All reimbursable payments will be based on local Denver office.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Contractor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental agency and the Contractor as a result of this solicitation.

ADDITIONAL NUMBER OF ITEMS MAY BE PURCHASED DURING CONTRACT PERIOD: Although this Solicitation specifies the exact number of items to be purchased by the County, it is understood and agreed that the County may, during the term of the awarded contract, purchase additional quantities of the same model or brand of item from the successful Contractor. This option, if exercised, is the prerogative of the County and shall be honored by the Contractor as a condition of contract award.

PURCHASE OF OTHER ITEMS NOT LISTED ON THIS SOLICITATION BASED ON PERCENTAGE DISCOUNTS: While the County has listed all major items on the Solicitation which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary items that must be purchased by the County during the term of the awarded contract. For this reason, Contractors are requested to quote a percentage discount from the Contractor's price list that will be offered to the County for items which do not appear on this Solicitation. The County reserves the right to award these ancillary items to the successful Contractor or another Contractor based on the lowest actual price offered.

LOGOS: The County logo is trademarked and property solely of the County. Contractors do not have permission to use our logo on any documentation or presentation materials and to do so would be a violation of our trademark. We also prefer your company does not utilize its trademark as to not influence an evaluator's evaluation.

BUDGET: Budget will not be disclosed.

DEBARMENT: By submitting this Response, the Contractor warrants and certifies that he/she is eligible to submit a Response because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

FEDERAL FUNDS: In the event the agreement will use federal funds, Contractor will need to comply with the following:

A. Federal Compliance - This Solicitation will be funded, in whole or in part, with an award of federal funds. Contractor shall comply with all applicable federal laws, regulations and requirements. These include but are not limited to compliance with the following laws and regulations:

- 1) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor must comply with provisions of 40 U.S.C. 3702, as supplemented by Department of Labor regulations (29 CFR Part 5).
- 2) Rights to Inventions Made Under a Contract or Agreement. If this Agreement is an agreement with a small business firm or nonprofit organization for performance of experimental, developmental, or research, Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 3) Clean Air Act (42 U.S.C. 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). If this Agreement is in excess of \$150,000, the Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency of the federal funds for this Agreement and the Regional Office of the Environmental Protection Agency (EPA).
- 4) Debarment and Suspension (Executive Orders 12549 and 12689). The County is prohibited from entering into this Agreement with a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 5) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this Agreement is for compensation in excess of \$100,000, Contractor must file the required certification with the County that it will not and has not used Federal appropriated funds received by the Contractor to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 6) Procurement of Recovered Material (2 CFR CH. II §200.322). Contractor must 1) comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; 2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and 3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 7) Equal Employment Opportunity. If this Agreement is a construction contract Contractor is required to comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11246, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 8) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this Agreement is prime construction contract in excess of \$2,000, Contractor is required to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

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ARAPAHOE COUNTY

**Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120**

**REQUEST FOR PROPOSAL
SPECIFICATION FORM**

BACKGROUND / OVERVIEW / GOALS

Arapahoe County is one of Colorado's fastest growing counties, with more than 650,000 residents. By 2030, about 800,000 are projected to live here, which would make us the most populous county in the metro area, surpassing the City and County of Denver. The County spans approximately 805 square miles and its diversity is evident throughout, from vibrant urban, suburban, and rural communities to an unparalleled open space and trail system, to major employment centers and a robust multimodal transportation network.

The County is home to thirteen (13) cities and towns, which include:

- Aurora
- Bennett
- Bow Mar
- Centennial
- Cherry Hills Village
- Columbine Valley
- Deer Trail
- Englewood
- Foxfield
- Glendale
- Greenwood Village
- Littleton
- Sheridan

Arapahoe County also has nine (9) school districts and 450 local improvement and special service districts. The County has one of the lowest property tax mill levies in the state. Our County government only keeps 15 percent of the tax revenue it collects, to invest in County services and infrastructure; the rest goes to schools, cities and towns, and special districts like fire and water.

The Arapahoe County government serves its communities in ways both obvious and obscure. As the beating heart of local and regional government, we're here for our neighbors on their best days—and their worst. County officials and employees share our residents' goals of preserving our quality of life, whether urban, suburban, or rural, on our roads or on our trails, at home or at work. By establishing practices that celebrate, protect, and connect our many diverse assets, and by advocating fiscally responsible policies that are mindful of our history and anticipate our future, Arapahoe County strives to be the place we're proud to call home.

In doing our part to serve our community, Arapahoe County has been participating in Colorado's discussion about the nationwide opioids settlements that have been reached with the "Big 3" opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and Johnson & Johnson to resolve claims by state and local governments that these companies contributed to the opioid epidemic. The claims being settled include those raised by local governments in the national multi-district litigation ("MDL"), In Re: National Prescription Opiate Litigation, MDL 2804 (N.D. Ohio). Local government officials from across Colorado negotiated an MOU with the Attorney General's Office to establish the framework and negotiate the details of the Colorado MOU.

The Colorado MOU establishes the framework for distributing and sharing these settlement proceeds throughout Colorado. Local governments and the Colorado Attorney General prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement. It is expected that the Colorado MOU

will also be used for settlements with other opioid defendants in the future. Colorado Attorney General Phil Weiser signed the MOU on August 26, 2021.

Funds from the Big 3 and Johnson & Johnson settlements will be distributed over a period of years. The Big 3 distributors will pay a maximum of \$21 billion over 18 years, while Johnson & Johnson will pay a maximum of \$5 billion over no more than nine years. In total, up to approximately \$22.8 billion in settlement proceeds will be payable to state and local subdivisions nationwide. Each state receives a percentage of that recovery, and Colorado's share is up to a maximum of approximately \$400 million.

The Colorado MOU establishes specific parameters regarding the statewide allocation of settlement funds from the nationwide opioid litigation, which includes 20% directly to counties/municipalities that sign the MOU and 60% to regions of counties/municipalities (Arapahoe County will be its own single-county region). All settlement funds are required to be used for opioid abatement through prevention, treatment and harm reduction. In order to distribute these funds towards appropriate uses, each region will create its own "Regional Council" made up of the constituent local governments.

Through this Request for Proposal (RFP), Arapahoe County, in collaboration with its thirteen (13) municipalities, is looking for the following:

1. Facilitation services that will assist in the formation and implementation of the Regional Opioid Council,
2. Ongoing facilitation services to support the Council's activities and meetings, including agenda development and facilitation, third-party coordination, strategic planning and written deliverables, such as an action plan.

All participants have a shared interest in meaningful regional participation and collaboration. This group will work together to establish shared goals, develop bylaws or guiding principles, understand existing challenges and service gaps within the region, identify opportunities to address goals and outcomes, strategically evaluate and prioritize projects, complete a two-year action plan, and operate in a deliberate, thoughtful, and more efficient manner than if each jurisdiction were to work alone. This council will also conduct meetings that are open to the public and in compliance with the Colorado Open Meeting Law (including requirement to keep minutes).

Arapahoe County will serve as the convenor and fiscal agent of the Regional Council and will serve as the point of contact for the successful Respondent.

SCOPE OF WORK

Phase 1: Regional Council Development and Planning (Through August 2022)

- Engage in strategic planning with the Arapahoe County and the jurisdictional Staff Planning Committee to develop a schedule of meetings and topics that provide sufficient education and foundation for the Regional Council
- Based on proposed schedule, coordinate with subject-matter experts i.e., the Technical Team, as needed to provide information at meetings
- Strategize and facilitate processes that develop regional consensus
- Develop guidance materials and documents as needed to support council activities
- Facilitate processes as needed to promote the integrated and collaborative distribution of Regional Council funds through the establishment of a two-year plan

Phase 2: Ongoing Regional Council Meeting Facilitation (August 2022 – ongoing)

- Provide process support and planning for members of the Arapahoe County Regional Opioid Council, Technical and Staff Planning Committees
- Facilitate development and assist in drafting the two-year plan for the Regional Council that outlines allocations, goals and objectives, which will be submitted to the State by the end of 2022, pending a firm deadline provided by the State
- On behalf of Arapahoe County, facilitate ongoing meetings of the Regional Council (frequency to be determined by the body), including:
 - Draft meeting agendas and summaries

- Take meeting minutes and finalize
- Engage members between meetings
- Assist with long-term planning for the Council
- On-board new members as needed
- Assist with follow up programmatic items that are developed in the Regional Council meetings
- Assist staff to engage and work with local entities on specific projects
- Work with Technical Advisory Committee to provide necessary expertise in fields related to opioid education, treatment, recovery or related fields as needed by the Regional Council
- Work with Staff Planning Committee for operational and planning support

Timeframe, Compensation, Responsibilities

- Arapahoe County would like to hire a facilitator through at least the end of 2023 with the option to continue general meeting facilitation as needed.
- It is anticipated that the Council will have its first meeting in July 2022 and meet monthly following the initial meeting.
- The responsibilities are anticipated to be as follows (may be adjusted based on need):

Strategic planning	10-12 hours
Meeting preparation	2-3 hours/month
Meeting facilitation	4-5 hours/month
- The selected consultant will be responsible for ensuring the Regional Council's completion of the following deliverables:
 - Two-year plan, submitted to the state database (tentatively due Aug./Sept. 2022)
 - General meeting schedule and topics
- The County will be responsible for the following:
 - Acting as Fiscal Agent for the Regional Council and managing financial retention, distribution and reporting
 - Providing support for agenda development and distribution, as well as record keeping for the Council and their actions
 - Assisting facilitator with meeting preparation and during meetings
 - Submitting necessary documentation to the state upon completion (two-year plan, financial records, etc.)

SUBMISSION OF RESPONSES: ONE (1) electronic submittal must be submitted online via at www.bidnetdirect.com/colorado . It is the responsibility of the contractor to ensure that the electronic proposal is submitted prior to the proposal closing time. **No physical submissions will be accepted.**

Submittals should be prepared simply and economically providing a straightforward, concise description of the contractor's ability to perform the requirements of this Solicitation.

REQUIRED DOCUMENTATION

Submit a 15-page proposal that addresses the following topics:

1. **Cover Letter** – provide a brief summation of your submittal that includes the qualities that make the applicant uniquely qualified for this project and why the applicant is interested in supporting Arapahoe County in the efforts described in the scope of services.
Profile of the Firm – Include the following for the office this work would originate from:
 - a. Size of the Firm and size of local office (if applicable)
 - b. Location of the office, where the work on this engagement is to be performed
 - c. Identify the points that make your firm uniquely qualified for this engagement.
 - d. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.
2. **Proposed Approach** – provide an overview of high-level overview of the proposed strategy and approach to complete the outlined scope of work
3. **Key Personnel & Expertise**– identify key personnel as well as any subcontractors that would be providing the scope of services, highlighting qualifications that align with the proposed scope of services. Complete resumes can be submitted as part of an appendix and will not be included in the page count. Provide resumes for each person that will be assigned to this engagement.
4. **Past Experience.**– Provide three examples of similar projects/programs to the stated scope of work that demonstrates ability to facilitate varied stakeholders, complex topics/issues, navigate consensus, and achieve stated outcomes.
5. **References** – list three references that can speak to similar past performance and provide contact information.
6. **Fee** – please provide an hourly rate for facilitation services and associated preparation time needed to complete the proposed scope of work posed. Proposers will be compensated on an hourly basis for actual time spent.

SIGNATURE FORMS AND REQUIRED DOCUMENTATION

- 1) Completed RFP Cover Sheet
- 2) Completed RFP Submission Form
- 3) Certificate of Liability Insurance

EVALUATION CRITERIA

- Approach to project, including detailed Scope of Work and descriptions of Deliverables (30%)
- Experience/qualifications of the firm and assigned project leads (25%)
- Capacity to complete project and provide deliverables successfully and on schedule, including consideration of past experience with similar projects (20%)
- Comprehensive understanding of project issues and local context/environment (15%)
- Proposed fees (10%)



ARAPAHOE COUNTY

**Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120**

**REQUEST FOR PROPOSAL
PRICING FORM**

I. PRICING HOURLY RATE:



ARAPAHOE COUNTY

**Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120**

**REQUEST FOR PROPOSAL
SUBMISSION FORM**

SUBMISSION: The response must be received before the due date and time as specified in this Solicitation.

Electronic submissions will be accepted online via Rocky Mountain E-Purchasing Systems (RMEPS), www.bidnetdirect.com/colorado.

Questions or technical difficulties should be directed to the websites' Vendor Support Team at (800) 835-4603, option 2.

Does your Response comply with all the terms and conditions of this Solicitation? **YES / NO**
If no, indicate variations and exceptions on an attached sheet. If no revisions are listed, it is understood that the contractor's offer fully complies with all terms and conditions.

Does your Response provide proposed revisions to the Terms and Conditions?
of the attached Sample Agreement for Services? Submittal of a contractor contract is considered excessive and may be cause for determining the submission to be non-responsive. **YES / NO**

Does your Response meet or exceed all specifications, including minimum service?
requirements? If no, indicate exceptions. **YES / NO**

Requirements met and response included? **YES / NO**

May any other governmental entity avail itself of this contract and
purchase all items specified? **YES / NO**

HAVE ALL ADDENDUMS BEEN ACKNOWLEDGED & ENCLOSED **YES / NO**

HAS A DULY AUTHORIZED AGENT OF THE CONTRACTOR
SIGNED THE COVER SHEET **YES / NO**

State total submittal price (include all items in submittal). _____

Arapahoe County must have on file a completed W-9 prior to doing business with contractors.



ARAPAHOE COUNTY

**Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120**

**REQUEST FOR PROPOSAL
APPENDIX A – SAMPLE AGREEMENT FOR SERVICES**

- I. The Sample Agreement for Services is included in this Solicitation for informational and reference purposes only.

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INTERGOVERNMENTAL AGREEMENT – OPIOID ABATEMENT

This intergovernmental agreement (the “Regional Agreement”) is entered into and effective as of this ____ day of _____, 2022 and is made between Arapahoe County, a Participating Local Government, as defined in the Colorado MOU, in the Arapahoe County Region (“AC Region”) and the municipalities listed on the attached **Exhibit A**, all of which are Participating Local Governments in the Arapahoe County Region, individually herein a “Regional PLG” and collectively the “Regional PLGs.”

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding in 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado; and

WHEREAS, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU; and

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes; and

WHEREAS, Participating Local Governments shall organize themselves into Regions, as further depicted in Exhibit E to the Colorado MOU; and

WHEREAS, Arapahoe County and its municipalities therein are considered the AC Region; and

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share; and

WHEREAS, each Region shall be eligible to receive a Regional Share according to Exhibit C to the Colorado MOU; and

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation; and

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council; and

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU; and

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region; and

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis; and

WHEREAS, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS.** The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU which are each incorporated herein by reference.

3. REGIONAL COUNCIL

3.1. Purpose: In accordance with the Colorado MOU, the AC Region has established a Regional Council to oversee the procedures by which the AC Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds will be administered.

3.2. Membership: The Regional Council of the AC Region ("AC Regional Council") shall consist of the following:

- a. **Voting Members.** Voting Members are as follows:
 - i. Two (2) representatives appointed by the Arapahoe County Board of County Commissioners ("BOCC")

- ii. The Public Health Director of the Arapahoe County Public Health Department, or their designee
 - iii. The Director of the Arapahoe County Human Services Department or their designee
 - iv. The Arapahoe County Sheriff or their designee
 - v. 1 representative appointed from a municipal law enforcement agency within the AC Region (to be appointed by majority vote of the municipalities listed in Exhibit A).
 - vi. 1 representative appointed from the County Court system or District Attorney's Office or their designee by the BOCC.
 - vii. Four (4) total representatives appointed by the municipalities listed on **Exhibit A** as follows:
 - 1) 1 representative appointed by the City of Aurora
 - 2) 1 representative appointed by the City of Centennial
 - 3) 1 representative to represent the west side of the County, appointed by majority vote of the Cities of Englewood, Sheridan and Littleton
 - 4) 1 representative to represent the east side/smaller communities of the County, appointed by majority vote of the remainder of the municipalities listed on Exhibit A.
 - viii. For the representatives appointed under a.i and a.vii above, the Board of County Commissioners and the municipalities may also appoint alternates who may attend meetings and vote when their respective primary representative will be absent.
- b. **Non-Voting Members.** Non-voting members of the AC Regional Council shall consist of representatives of all municipalities which do not otherwise have an appointed representative serving on the AC Regional Council. In addition, by majority vote of the AC Regional Council, additional non-voting members may be appointed from time to time. All non-voting members shall receive the same notice of meetings and meeting materials as voting members and shall be entitled to engage in discussion regarding matters discussed during meetings. Non-voting members serve in an advisory role.
- c. **Chair/Other Officers:** At the first meeting of each year, the Voting Members shall appoint one Voting Member to serve as Chair of the AC Regional Council.

The Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Chair must be either a Voting Member from Arapahoe County, such as a county commissioner or their designee, or a Voting Member from a city or town within a Region, such as a mayor or city or town council member or their designee. The Voting Members may also appoint such other officers, for example a chair elect and/or vice-chair, recording secretary, from the Members as may be desired to conduct the business of the Regional Council.

- d. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- e. **Terms:** Members of the AC Regional Council shall serve for two-year terms. If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, Voting Members shall appoint a replacement within sixty (60) days to serve the remainder of the term. The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the AC Regional Council. However, AC Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms without term limits.

3.3. Duties: The AC Regional Council is primarily responsible for engaging with the Abatement Council on behalf of the AC Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include deciding how Opioid Funds from the Regional Share (and any other Opioid Funds that are contributed to the AC Region) are to be expended, developing and submitting 2-year plans, amending those plans as appropriate, monitoring the use of Opioid Funds for compliance with the Colorado MOU, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. The AC Regional Council shall also be responsible for any other duties assigned to it by the Colorado MOU. Upon request from the Abatement Council, the AC Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: The AC Regional Council shall establish its own procedures through the adoption of bylaws, which shall be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of the AC Regional Council and the AC Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should the AC Regional

Council require legal assistance in determining its authority, it may seek guidance from the legal counsel of the AC Regional Council's fiscal agent at the time the issue arises.

3.6. Collaboration: The AC Regional Council shall facilitate collaboration between the State, Participating Local Governments within the AC Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Committees: The AC Regional Council may appoint such advisory committees as may be desirable to assist in conducting its business. Such committees shall include a Technical Advisory Committee, which shall consist of persons who are subject matter experts in fields related to opioid education, treatment, recovery or related fields, for the purpose of providing technical assistance as may be needed, as well as a Staff Planning Committee, which shall consist of staff from one or more Regional PLGs, for the purpose of assisting the Regional Council with operational and planning support.

3.8. Transparency: The AC Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the AC Regional Council, the AC Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.9. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.10. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.11. Decision Making: The AC Regional Council will seek to make all decisions by consensus. In the event consensus cannot be achieved, the AC Regional Council shall make decisions by a majority vote of Voting Members present at the meeting, who must constitute at least a quorum

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the AC Regional Council must designate a fiscal agent for the AC Region prior to the AC Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: Arapahoe County (through its Finance Department) shall serve as the fiscal agent. Another PLG can be substituted as the fiscal agent by decision of the AC Regional Council.

4.3. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.4. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the AC Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within the AC Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, the AC Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, the AC Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

- 6. DISPUTES WITHIN REGION.** In the event that a Regional PLG disagrees with a decision of the AC Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the AC Regional Council, that Regional PLG shall inform the Chair of its dispute at the earliest possible opportunity. In Response, the AC Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Chair of its dispute, the AC Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the AC Regional Council may hold a vote of Voting Members, with the Chair serving as the tiebreaker, or the AC Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the AC Regional Council is a final decision.
- 7. DISPUTES WITH ABATEMENT COUNCIL.** If the AC Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the AC Regional Council's right to seek recoupment of any deficiency in its Regional Share.
- 8. ALLOCATION OF LG SHARES.** Section E.3. of the Colorado MOU allows for Regional PLGs to agree to a different allocation formula for the LG Shares within a Region than the default allocation provided in the Colorado MOU, Exhibit G. The Regional PLGs hereby agree to modify the allocation formula for the LG Shares within the AC Region as set forth in the attached **Exhibit B**.
- 9. RECORDKEEPING.** The AC Region's fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.
- 10. AUTHORIZED REPRESENTATIVES.** Each Regional PLG shall designate a representative who is the point of contact for purposes of helping to coordinate the obligations as provided herein. Such designation and the person's contact information shall be provided to the Chair of the AC Regional Council and shall be updated promptly when there are changes.
- 11. OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU, which are incorporated herein by reference.
- 12. TERM.** The Regional Agreement will commence on the date when the final Regional PLG executes the Agreement and shall expire on the date the last action is taken by the

Region, consistent with the terms of the Colorado MOU and any Settlement (the “Term”).

- 13. INFORMATIONAL OBLIGATIONS.** Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
- 14. CONFIDENTIALITY.** The Regional PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs of such request in order to give the Regional PLGs the opportunity to object within the time frame for delivery of the documents under the Act to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.
- 15. GOVERNING LAW; VENUE.** This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of AC Region’s fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.
- 16. TERMINATION.** The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each

Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG's decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG's decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2(d).

17. NOTICES. "Key Notices" under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs at the addresses shown on the attached Exhibit A for the municipalities, and the following address for Arapahoe County:

Arapahoe County Attorney
Administration Building
5334 S. Prince St.
Littleton, CO 80120-1136

18. GENERAL TERMS AND CONDITIONS

18.1. Independent Entities. The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.

18.2. Assignment. This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or

subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.

18.3. Integration and Amendment. This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

18.4. No Construction Against Drafting Party. The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.

18.5. Captions and References. The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

18.6. Statutes, Regulations, and Other Authority. Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.

18.7. Conflict of Interest. No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.

18.8. Inurement. The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.

18.9. Survival. Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this

Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.

18.10. Waiver of Rights and Remedies. This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

18.11. No Third-Party Beneficiaries. Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

18.12. Records Retention. The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon their request.

18.13. Execution by Counterparts; Electronic Signatures and Records. This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

18.14. Authority to Execute. Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

The City of _____

Name:

Title:

Date: _____

ATTEST:

Name, Title: _____

APPROVED AS TO FORM:

Name, Title: _____

Exhibit A

Participating Local Governments in the Arapahoe County Region

City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012

City of Littleton
2255 W. Berry Ave.
Littleton, CO 80120

Town of Bennett
207 Muegge Way
Bennett CO, 80102

City of Sheridan
4101 S Federal Boulevard
Sheridan, CO 80110

Town of Bow Mar
5395 Lakeshore Drive
Bow Mar, CO 80123

City of Centennial
13133 E. Arapahoe Rd.
Centennial, CO 80112

Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113

Town of Columbine Valley
2 Middlefield
Columbine Valley, CO 80123

Town of Deer Trail
555 2nd Ave. / PO Box 217
Deer Trail, CO 80105

City of Englewood
1000 Englewood Pkwy
Englewood, CO 80110

Town of Foxfield
PO Box 461450
Foxfield, CO 80046

City of Glendale
950 S Birch Street
Glendale, CO 80246

Greenwood Village
6060 S Quebec Street
Greenwood Village, CO 80111

Exhibit B

Intracounty Allocations

Arapahoe	37.287%
Aurora	35.600%
Bennett	0.032%
Bow Mar	0.016%
Centennial	5.854%
Cherry Hills Village	0.668%
Columbine Valley	0.160%
Deer Trail	0.000%
Englewood	5.585%
Foxfield	0.037%
Glendale	1.229%
Greenwood Village	2.830%
Littleton	8.565%
Sheridan	2.135%

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); Copeland Acquisition

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 May 24, 2022, 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); Copeland Acquisition

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...