



Town Board of Trustees

Tuesday, March 28, 2023 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. March 14, 2023 - Regular Meeting Minutes

Attachments:

- **March 14, 2023 - Regular Meeting Minutes** (03-14-2023_-_Regular_Meeting_Minutes.pdf)

b. Resolution No. 960-23 - A Resolution Approving Documents Necessary for the Town's Participation in Pending Settlements Pursuant to the Colorado Opioids Settlement Memorandum of Understanding

Attachments:

- **Resolution No. 960-23 - A Resolution Approving Documents Necessary for the To**

wn's Participation in Pending Settlements Pursuant to the Colorado Opioids Settlement Memorandum of Understanding (0_-_Reso._No._960-23_Opioids_Settlement_Participation_Forms__2023_.pdf)

c. Energy and Mineral Impact Assistance Fund Grant Program Application

Resolution No. 961-23 - A Resolution Supporting the Grant Application for the Energy and Mineral Impact Assistance Program Application From the Department of Local Affairs for the Town of Bennett Energy Efficient Remodel of the Old Public Works Facility

Resolution No. 962-23 - A Resolution Supporting the Grant Application for the Energy and Mineral Impact Assistance Program Application From the Department of Local Affairs for the Town of Bennett Well 14 Water Campus

Attachments:

- **Staff Report Energy and Mineral Impact Assistance Fund Grant Program Application (0_-_Staff_Report_DOLA_EAIF_Grant_Resolution.pdf)**
- **Resolution No. 961-23 - A Resolution Supporting the Grant Application for the Energy and Mineral Impact Assistance Program Application From the Department of Local Affairs for the Town of Bennett Energy Efficient Remodel of the Old Public Works Facility (1_-_RESOLUTION_961-23_DOLA_ENERGY_EFFICIENT_REMODEL_OF_OLD_PUBLIC_WORKS.pdf)**
- **Resolution No. 962-23 - A Resolution Supporting the Grant Application for the Energy and Mineral Impact Assistance Program Application From the Department of Local Affairs for the Town of Bennett Well 14 Water Campus (2_-_RESOLUTION_962-23_DOLA_WELL_14_WATER_CAMPUS.pdf)**

d. Arapahoe County Open Space Program Application

Resolution No. 963-23 - A Resolution Supporting the Grant Application to Arapahoe County Open Space for Phase III Improvements of Future Park

Attachments:

- **Staff Report Arapahoe County Open Space Program Application (0_-_Staff_Report_ARAPOS_Grant_Resolution.pdf)**
- **Resolution No. 963-23 - A Resolution Supporting the Grant Application to Arapahoe County Open Space for Phase III Improvements of Future Park (1_-_RESOLUTION_ARAPOS_FUTURE_PARK_PHASE_III.pdf)**

e. Rural Economic Development Initiative Grant Program Application

Resolution No. 964-23 - A Resolution Supporting the Grant Application for the Rural Economic Development Initiative Program Application From the Department of Local Affairs for the Discovery Time Kids Early Learning Center Building Improvements

Attachments:

- **Staff Report Rural Economic Development Initiative Grant Program Application (0_-_Staff_Report_DOLA_REDI_Grant_Resolution_thredline.pdf)**
- **Resolution No. 964-23 - A Resolution Supporting the Grant Application for the Rural Economic Development Initiative Program Application From the Department of Local Affairs for the Discovery Time Kids Early Learning Center Building Improvements (1_-_RESOLUTION_DOLA_REDI_Grant_ELC_Entryway.pdf)**

f. Town of Bennett Debt Management Policy

Resolution No. 965-23 - A Resolution Adopting the Town of Bennett Debt Management Policy

Attachments:

- **Staff Report Town of Bennett Debt Management Policy** (0_-_Debt_Policy_Staff_Report.pdf)
- **Town of Bennett Debt Management Policy** (1_-_Debt_Policy_Final.pdf)
- **Resolution No. 965-23 - A Resolution Adopting the Town of Bennett Debt Management Policy** (2_-_Resolution_No._965-23_-_Debt_Management_Policy_2023.pdf)

Public Comments on Items Not Scheduled for Public Hearing

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

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

Regular Business

6. Action/Discussion Items

a. Adams County Mayor and Commissioners Youth Award Nominees

Denise Taylor, Assistant to the Town Manager

Attachments:

- **Staff Report Adams County Mayor and Commissioners Youth Award Nominees** (Staff_Report_2023_Mayors_Youth_Awards.pdf)

b. Amended and Restated Sales and Use Tax Sharing Agreement

Resolution No. 966-23 - A Resolution Approving an Amended and Restated Sales and Use Tax Sharing Agreement

Trish Stiles, Town Manager

Attachments:

- **Staff Report Amended and Restated Sales and Use Tax Sharing Agreement** (0_-_Staff_Report_Amended_SUTA_Muegge_Farms_March_2023.pdf)
- **Amended and Restated Sales and Use Tax Sharing Agreement** (1_-_MFMD_AMENDED_RESTATED_SUTA_Draft__3-20-23_clean_.pdf)
- **Resolution No. 966-23 - A Resolution Approving an Amended and Restated Sales and Use Tax Sharing Agreement** (2_-_MFMD_AMENDED_RESTATED_SUTA.reso.pdf)
- **Suggested Motion** (3_-_suggested_motion.pdf)

c. RFP 23-002 - Highway 79 and I-70 Interchange and Ramp Improvements

Daymon Johnson, Capital Projects Director

Attachments:

- **Staff Report RFP 23-002 - Highway 79 and I-70 Interchange and Ramp Improvements** (0_-_Staff_Report_-_RFP_23-002_Morton_Electric_Construction_Contract_-_FINAL_-_DJ_-_3.21.23.pdf)
- **Morton Electric, Inc. Proposal** (1_-_Morton_Electric_Inc._Proposal_-_23-002_-_3.15.23.pdf)
- **Suggested Motion** (2_-_suggested_motion.pdf)

d. RFQ 23-001 - On-Call Trade Services

Robin Price, Public Works Director

Attachments:

- **Staff Report RFQ 23-001 - On-Call Trade Services** (0_-_Staff_Report_-_On_Call_Trade_Services_3.28.23.pdf)
- **RFQ 23-001 - On-Call Trade Services** (1._RFQ_23-001_On-Call_Trade_Services.pdf)
- **A to Z Recreation, LLC** (2._A_to_Z_Recreation__LLC.pdf)
- **Aardvark Excavating, LLC** (3._Aardvark_Excavating__LLC.pdf)
- **Alpine Civil Construction, Inc.** (4._Alpine_Civil_Construction__Inc..pdf)
- **Alpine Roofing, LTD** (5._Alpine_Roofing__LTD.pdf)
- **BrightView Landscaping Services, Inc.** (6._BrightView_Landscaping_Services__Inc..pdf)
- **Dan's Custom Construction, Inc.** (7._Dan_s_Custom_Construction__Inc..pdf)
- **Denver Best Concrete, LLC** (8._Denver_Best_Concrete.pdf)
- **Elite Plumbing, LLC** (9._Elite_Plumbing__LLC.pdf)
- **Kuhn Construction, Inc.** (10._Kuhn_Construction__Inc..pdf)
- **Petre Electric, Inc.** (11._Petre_Electric__Inc..pdf)
- **Southwestern Painting** (12._Southwestern_Painting__LLC.pdf)
- **SSL Choice, LLC** (13._SSL_Choice__LLC.pdf)
- **Just Be You, Inc. DBA Star Playground** (14._Just_Be_You_Inc._DBA_Star_Playground.pdf)
- **Stone Construction, Inc.** (15._Stone_Construction__Inc..pdf)
- **Weifield Group Contracting** (16._Weifield_Group.pdf)
- **Suggested Motion** (17._suggested_motion.pdf)

e. Kiowa Bennett Road Improvements

Robin Price, Public Works Director

Attachments:

- **Staff Report Kiowa Bennett Road Improvements** (0_-_Staff_Report_Kiowa_Bennett_Road_Improvements_3.28.23.pdf)
- **Vance Brothers, Inc. Cost Estimate** (1._Vance_Brothers_Cost_Estimate.pdf)
- **Chavez Construction, Inc. Cost Estimate** (2._Chavez_Construction_Inc._Cost_Estimate.pdf)
- **Suggested Motion** (3._suggested_motion.pdf)

7. Town Manager Report

Trish Stiles, Town Manager

8. Trustee Comments and Committee Reports

Mayor and Trustees

9. 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.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on 03/23/2023 at 4:45 PM



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Town Board of Trustees

Minutes

Tuesday, March 14, 2023 at 7:00 pm

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

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

2. Call to Order

Royce D. Pindell, Mayor

Minutes:

Present:

Royce D. Pindell, Mayor
Whitney Oakley, Mayor Pro Tem
Kevin Barden, Trustee
Steve Dambroski, Trustee
Denice Smith, Trustee
Donna Sus, Trustee
Larry Vittum, Trustee

Staff Present:

Trish Stiles, Town Manager
Taeler Houlberg, Administrative Services Director
Adam Meis, IT and Communications Manager
Danette Ruvalcaba, Town Treasurer and Director of Finance
Ricky Martinez, Utilities Director
Dan Giroux, Town Engineer
Peter Kozinski, Town Traffic Consultant
Christina Hart, Town Clerk

Public Present:

Kathy Smiley
John Vitella
Diane Moler
Caroline Johnson
Tony Meneghetti

DRAFT

Rob Liechty

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

Minutes:

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

4. Approval of Agenda

Royce D. Pindell, Mayor

Minutes:

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

Ayes: Dambroski, Oakley, Pindell, Smith, Sus, Vittum, Barden

Nays: None

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

5. Consent Agenda

Royce D. Pindell, Mayor

Minutes:

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

Ayes: Oakley, Pindell, Smith, Sus, Vittum, Barden, Dambroski

Nays: None

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote. **1. Action:** Approval of February 28, 2023, Regular Meeting Minutes

a. February 28, 2023 - Regular Meeting Minutes

Public Comments on Items Not Scheduled for Public Hearing

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

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

Regular Business

6. Action/Discussion Items

a. Bennett Sales Tax Capital Improvement Fund Oversight Committee Update

Minutes:

Danette Ruvalcaba, Director of Finance, reported updates on the Bennett Sales Tax Capital Improvement Fund Oversight Committee.

No action was taken.

b. Ground Lease For Electric Vehicle Charger at Town Hall

Ordinance No. 767-23 - An Ordinance Approving a Ground Lease for Electric Vehicle Charger at Bennett Town Hall

Minutes:

Trish Stiles, Town Manager and representatives from CORE Electric Cooperative presented the Ground Lease for Electric Vehicle Charger at Town Hall.

TRUSTEE BARDEN MOVED, TRUSTEE DAMBROSKI SECONDED to approve Ordinance No. 767-23 - An ordinance approving a Ground Lease for Electric Charger at Bennett Town Hall. The voting was as follows:

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

Nays: Vittum

Royce D. Pindell, Mayor, declared the motion passed 6 to 1.

Royce D. Pindell, Mayor, called for a recess at 7:51 p.m.

The meeting resumed at 8:04 p.m.

7. Town Manager Report

Minutes:

- Ricky Martinez has been promoted to Utilities Director. The Utilities Department and Public Works will become two separate departments.
- Meeting with Senator Moreno the week of March 20th.
- March 24th is the Arapahoe County breakfast.
- March 24th is the Legislative lunch.

8. Trustee Comments and Committee Reports

Mayor and Trustees

Minutes:

Whitney Oakley, Mayor Pro Tem, reported on the following:

- Shout out to Denise Taylor, Bennett Arts Council. The film festive event series was a smashing success.

Donna Sus, Trustee, reported on the following:

- Attended a meeting regarding the Lincoln Health Clinic in Byers.

Larry Vittum, Trustee, reported on the following:

- March 8th attended the Adams County Transportation Forum

Royce Pindell, Mayor, reported on the following:

- Thanked Staff for their hard work and commitment.

9. Executive Session

- a. For determining positions relative to matters that may be subject to negotiations;**

developing strategy for negotiations; and instructing negotiators under C.R.S. 24-6-402(4)(e); Muegge Farms Metro District PIRA Amendment

Minutes:

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE SUS SECONDED 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. 24-6-402(4)(e); Muegge Farms Metro District PIRA Amendment. Voting was as follows:

Ayes: Smith, Sus, Vittum, Barden, Dambroski, Oakley, Pindell

Nays: None

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

The Board went into executive session at 8:06 pm.

b. Return to Open Meeting

Minutes:

The Board came out of the executive session at 8:55 pm.

Royce D. Pindell, Mayor, announced that the Board has been in executive session and the following persons participated in that session: Trustee Barden, Trustee Dambroski, Trustee Vittum, Christina Hart, Trish Stiles, Trustee Smith, Trustee Sus, Mayor Pindell and Melinda Culley. Royce D. Pindell, Mayor, asked if there were any matters not included in the motion for an executive session or violations of the Open Meetings Law, and if so, that these concerns be stated for the record.

No concerns were presented.

c. Report from Executive Session

Minutes:

The Board provided direction to Staff.

10. Action/Discussion Items

a. Muegge Farms Metro District Public Improvement Reimbursement (PIRA) Amendment

Minutes:

No action was taken.

11. Adjournment

Minutes:

TRUSTEE DAMBROSKI MOVED, TRUSTEE SMITH SECONDED to adjourn the meeting. The meeting was adjourned at 8:58 pm. Voting was as follows:

Ayes: Sus, Vittum, Barden, Dambroski, Oakley, Pindell, Smith

Nays: None

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

Minutes Approved:

Royce D. Pindell, Mayor

Christina Hart, Town Clerk

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.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Minutes published on 03/23/2023 at 4:29 PM

RESOLUTION NO. 960-23

A RESOLUTION APPROVING DOCUMENTS NECESSARY FOR THE TOWN'S PARTICIPATION IN PENDING SETTLEMENTS PURSUANT TO THE COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING

WHEREAS, the Town is party to that certain Colorado Opioids Settlement Memorandum of Understanding, dated August 26, 2021 (the "MOU"), governing the allocation, distribution, and expenditure of settlement proceeds, on behalf of the State of Colorado; and

WHEREAS, the MOU applies to all pending and future settlements reached with opioid manufacturers and distributors; and

WHEREAS, pursuant to the MOU, the Town been asked to approve, sign, and return five (5) settlement participation forms regarding the pending settlements with Teva, Allergan, Walmart, CVS, and Walgreens (the "Settlement Participation Forms"); and

WHEREAS, the Board of Trustees believes it to be in the best interest of the Town to approve, sign, and return the Settlement Participation Forms, which will allow settlement proceeds to be used in the Town for services, programs, and other purposes related to opioid crisis abatement.

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

Section 1. The Subdivision and Special District Settlement Participation Forms (5) ("Settlement Participation Forms") regarding the pending settlements with Teva, Allergan, Walmart, CVS, and Walgreens, are hereby approved in essentially the same form as the copies of such Settlement Participation Forms accompanying this Resolution.

Section 2. The Mayor or Town Administrator are authorized to execute the Settlement Participation Forms on behalf of the Town, and the Mayor and Town Administrator are hereby further granted authority to negotiate and approve such revisions to said Settlement Participation Forms as they determine are necessary or desirable for the protection of the Town, so long as the essential terms of such documents are not altered.

APPROVED AND ADOPTED THIS 28TH DAY OF MARCH 2023, BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Danette Ruvalcaba, Director of Finance
DATE: March 28, 2023
SUBJECT: Energy and Mineral Impact Assistance Fund Grant Program Application

Background

The Department of Local Affairs' (DOLA) Energy and Mineral Impact Assistance Fund (EIAF) program was created to assist political subdivisions that are socially and/or economically impacted by the development, processing or energy conversion of minerals and mineral fuels. Funds come from the state severance tax on energy and mineral production and from a portion of the state's share of royalties paid to the federal government for mining and drilling of minerals and mineral fuels on federally-owned land. The creation of the fund is outlined in C.R.S. 34-63-102 (Federal Mineral Lease) and C.R.S. 39-29-110 (Severance). Grant dollars are to be awarded for the planning, design, construction, and maintenance of public facilities and for the provision of services by political subdivisions.

Town Staff is submitting two applications to the EIAF Grant Program. The first is for the Energy Efficient Remodel of the Old Public Works facility. Staff is requesting \$300,000, a 50 percent match, on a \$600,000 project. The match funds will come from the CIP Fund. The second is for the above ground infrastructure for Laramie Fox-Hill Well 14 and Lower Arapahoe Well 14. This request will also be a 50 percent match request of \$300,000 on a \$600,000 project.

The program requires a resolution from the applicant's governing body to ensure that the ultimate decision-makers are aware of and support the application and recognize their financial and legal obligations associated with the grant proposal.

Staff Recommendation

Town Staff recommends the Board of Trustees adopt Resolution No. 961-23 and Resolution No. 962-23 supporting the grant applications for the Energy and Mineral Impact Assistance Fund Grant application from the Department of Local Affairs for the Energy Efficient Building Remodel at Old Public Works and the Well 14 Campus.

Attachments

1. Resolution No. 961-23
2. Resolution No. 962-23

RESOLUTION 961-23

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR THE ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM APPLICATION FROM THE DEPARTMENT OF LOCAL AFFAIRS FOR THE TOWN OF BENNETT ENERGY EFFICIENT REMODEL OF THE OLD PUBLIC WORKS FACILITY

WHEREAS, the Board of Trustees elects to complete a grant application to the Energy and Mineral Impact Assistance Program for an Energy Efficient Remodel of the Old Public Works facility; and

WHEREAS, the cost for repairs and renovations is estimated at \$600,000; and

WHEREAS, the Town of Bennett Board of Trustees authorized submittal for an Energy and Mineral Impact Assistance Grant in the amount of \$300,000; and

WHEREAS, The Town of Bennett is required to match the Energy and Mineral Impact Assistance Grant in the amount of \$300,000.

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

Section 1: The Board of Trustees of the Town of Bennett strongly supports the applications to Department of Local Affairs for the Energy Efficient Remodel of the Old Public Works facility.

Section 2: The Board of Trustees of the Town of Bennett acknowledges that the grant application includes funds which the Board of Trustees is solely responsible to provide if a grant is awarded.

Section 3: The Board of Trustees of the Town of Bennett has secured the matching funds and authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.

Section 4: This resolution to be in full force and effect from and after its passage and approval.

INTRODUCED, READ AND ADOPTED THIS 28TH DAY OF MARCH 2023.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

RESOLUTION NO. 962-23

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR THE ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM APPLICATION FROM THE DEPARTMENT OF LOCAL AFFAIRS FOR THE TOWN OF BENNETT WELL 14 WATER CAMPUS

WHEREAS, the Board of Trustees elects to complete a grant application to the Energy and Mineral Impact Assistance Program for the construction of the water campus at Well 14; and

WHEREAS, the cost for repairs and renovations is estimated at \$600,000; and

WHEREAS, the Town of Bennett Board of Trustees authorized submittal for an Energy and Mineral Impact Assistance Grant in the amount of \$300,000; and

WHEREAS, The Town of Bennett is required to match the Energy and Mineral Impact Assistance Grant in the amount of \$300,000.

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

Section 1: The Board of Trustees of the Town of Bennett strongly supports the application to Department of Local Affairs for the Water Campus at Well 14.

Section 2: The Board of Trustees of the Town of Bennett acknowledges that the grant application includes funds which the Board of Trustees is solely responsible to provide if a grant is awarded.

Section 3: The Board of Trustees of the Town of Bennett has secured the matching funds and authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.

Section 4: This resolution to be in full force and effect from and after its passage and approval.

INTRODUCED, READ AND ADOPTED THIS 28TH DAY OF MARCH 2023.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Danette Ruvalcaba, Director of Finance
DATE: March 28, 2023
SUBJECT: Arapahoe County Open Space Grant Program Application

Background

Arapahoe County Open Space oversees funds generated by the voter-approved, quarter cent Arapahoe County Open Space Sales and Use Tax. Revenues from the tax support the County's efforts in acquiring open space, building, and maintaining parks and trails, managing designated heritage areas and more. Additionally, over half of the revenues from the tax directly support community partners—cities, towns, and recreation districts—through the County's Grant and Shareback programs.

Town Staff is submitting one application to the Arapahoe County Open Space Grant Program. The application will be for the third phase of Future Park, which will include parking improvements and additional landscaping. Staff will be requesting a grant of \$225,000 with a 25 percent match of \$75,000, for a full project budget of \$300,000.

The program requires a resolution from the applicant's governing body to ensure that the ultimate decision-makers are aware of and support the application and recognize their financial and legal obligations associated with the grant proposal.

Staff Recommendation

Town Staff recommends the Board of Trustees adopt Resolution 963-23 supporting the grant application with to Arapahoe County Open Space for Future Park Phase III.

Attachments

1. Resolution No. 963-23

RESOLUTION 963-23

A RESOLUTION SUPPORTING THE GRANT APPLICATION TO ARAPAHOE COUNTY OPEN SPACE FOR PHASE III IMPROVEMENTS OF FUTURE PARK

WHEREAS, the Board of Trustees elects to complete a grant application to the Arapahoe County Open Space for Phase III Improvements of Future Park; and

WHEREAS, the cost for repairs and renovations is estimated at \$300,000; and

WHEREAS, the Town of Bennett Board of Trustees authorized submittal for an Arapahoe County Open Space Grant in the amount of \$225,000; and

WHEREAS, The Town of Bennett is required to match the Arapahoe County Open Space Grant in the amount of \$75,000.

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

Section 1: The Board of Trustees of the Town of Bennett strongly supports the application to Arapahoe County Open Space for the Phase III Improvements of Future Park.

Section 2: The Board of Trustees of the Town of Bennett acknowledges that the grant application includes funds which the Board of Trustees is solely responsible to provide if a grant is awarded.

Section 3: The Board of Trustees of the Town of Bennett has secured the matching funds and authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded.

Section 4: This resolution to be in full force and effect from and after its passage and approval.

INTRODUCED, READ AND ADOPTED THIS 28TH DAY OF MARCH 2023.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Denise Taylor, Assistant to the Town Manager
DATE: March 28, 2023
SUBJECT: Rural Economic Development Initiative Grant Program Application

Background

The Rural Economic Development Initiative (REDI) program from the Department of Local Affairs (DOLA) is designed to help rural communities comprehensively diversify their local economy and create a more resilient Colorado. Grant dollars are awarded to projects that build economic ecosystems, which support job growth and enable individuals to live and work in their community, such as access to workforce support systems like childcare.

Town Staff is submitting an application to the REDI program in the amount of \$158,000 for building entrance way improvements to the Discovery Time Kids Early Learning Center. The entrance improvements are important because there is currently not a distinguishable, sheltered and landscaped entrance, making the area unsafe during weather events and open to possible accidents in the multiuse parking lot. These improvements are crucial to the continued success of the daycare and the vital service it provides to working families in Bennett.

The program requires a resolution from the applicant's governing body to ensure that the ultimate decision-makers are aware of and support the application and recognize their financial and legal obligations associated with the grant proposal.

Staff Recommendation

Town Staff recommends the Board of Trustees adopt Resolution 964-23 supporting the grant application for the Rural Economic Development Initiative program application from the Department of Local Affairs for the Discovery Time Kids Early Learning Center building improvements.

Attachments

1. Resolution No. 964-23

RESOLUTION NO. 964-23

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR THE RURAL ECONOMIC DEVELOPMENT INITIATIVE PROGRAM APPLICATION FROM THE DEPARTMENT OF LOCAL AFFAIRS FOR THE DISCOVERY TIME KIDS EARLY LEARNING CENTER BUILDING IMPROVEMENTS

WHEREAS, the Board of Trustees elects to complete a grant application to the Rural Economic Development Initiative Program for construction of an entryway and landscaping improvements to the Early Learning Center; and

WHEREAS, the cost for repairs and renovations is estimated at \$158,000; and

WHEREAS, the Town of Bennett Board of Trustees authorized submittal for a Rural Economic Development Initiative Grant in the amount of \$126,000; and

WHEREAS, The Town of Bennett is required to match the Rural Economic Development Initiative Grant in the amount of \$32,000.

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

Section 1: The Board of Trustees of the Town of Bennett strongly supports the application to Department of Local Affairs for the Early Learning Center Building Improvements.

Section 2: The Board of Trustees of the Town of Bennett acknowledges that the grant application includes funds which the Board of Trustees is solely responsible to provide if a grant is awarded.

Section 3: The Board of Trustees of the Town of Bennett has secured the matching funds and authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded.

Section 4: This resolution to be in full force and effect from and after its passage and approval.

INTRODUCED, READ AND ADOPTED THIS 28TH DAY OF MARCH 2023.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Danette Ruvalcaba, Director of Finance
DATE: March 28, 2023
SUBJECT: Town of Bennett Debt Management Policy

Background

During the Board retreat on January 27, 2023, Staff presented recommendations for provisions of a debt policy for the Town of Bennett.

A debt management policy is written guidelines, allowances, and requirements. A debt management policy improves the quality of decisions, articulates policy goals, and demonstrates a commitment to long-term capital and financial planning. Adherence to a debt management policy signals to rating agencies, lenders, and investors that a government is well-managed and, therefore likely to meet debt obligations.

Summary

Attached is the proposed Town of Bennett Debt Management Policy. This policy has been reviewed by the Town Attorney, Melinda Culley. This policy includes all of the proposed provisions from the January 27, 2023, presentation.

Staff Recommendation

Staff recommends the adoption of the Town of Bennett Debt Management policy as presented.

Attachments

1. Link for Debt Management Policy Presentation.
<https://app.smartsheet.com/b/publish?EQBCT=4fef99cef4274a0bbb3f0933c5ff2041>
2. Town of Bennett Debt Management Policy
3. Resolution No. 965-23

TOWN OF BENNETT

DEBT MANAGEMENT POLICY



welcome neighbors.

1. Legal Restrictions

The Debt Policy will comply with the provisions of the Article XI of the State Constitution, all State Statutes and amendments regarding debt issuance and debt limitations, and the provisions of the Taxpayer Bill of Rights, TABOR, including but not limited to the following:

- C.R.S. § 31-15-302(1)(d)(II): The total amount of municipal indebtedness shall not at any time exceed three (3) percent of the actual value, as determined by the county assessor, of taxable property within the municipality, except such debt as may be incurred by supplying water.
- C.R.S. § 31-15-801: Any lease-purchase agreement entered into by the Town shall be approved by the Board of Trustees by non-emergency ordinance.
- TABOR: Requires that all multiple-year debt shall first be approved by the Town electorate unless it is issued for a TABOR-defined government enterprise, refinances bonded debt at a lower interest rate, or sufficient cash reserves are pledged irrevocably for future payments.

2. Purpose and Use of Debt

Long-term obligations should only be used to finance larger capital acquisitions and/or construction costs that are for high priority projects. Long-term debt will not be used for operating purposes. Long-term debt financing of capital improvements and equipment will be done only when the following conditions exist:

- i) When non-continuous projects (those not requiring continuous annual appropriations) are desired;
- ii) When it can be determined that future users will receive a significant benefit from the improvement;
- iii) When it is necessary to provide critical basic services to residents and taxpayers (for example, purchase of water rights);
- iv) When total debt, including that issued by overlapping governmental entities, does not constitute an unreasonable burden to the residents and taxpayers.

3. Types of Debt and Financing Agreements

The types of debt permitted are outlined in State statute, including but not limited to, C.R.S. § 31-15-302(1)(d)(1), § 31-21-102, § 31-21-202, § 31-21-301. The Town of Bennett will avoid derivative type instruments. In general, the following debt types are used by the Town:

- i) **General obligation bonds** - backed by the credit and taxing power of the Town and not from revenues of any specific project. Colorado law limits general obligation debt to a maximum term of 30 years. Under TABOR, this type of debt must be approved by voters.
- ii) **Revenue Bonds** - issued and backed by the revenues of a specific project, tax increment district (TIF), enterprise fund, etc. The holders of these bonds can only consider this revenue source for repayment. TABOR does not require that voters approve these types of debt.

Refunding Revenue Bonds at better terms does not require an election under TABOR.

- iii) **Lease Purchase** - issued whereby the asset acquired is used as collateral. Examples include Certificates of Participation (COP), Assignment of Lease Payments (ALP) and equipment leases. TABOR does not require that voters approve these types of agreements if they are subject to annual appropriation.
- iv) **Inter-fund Borrowing** - issued when the credit of a fund of the Town does not permit financing at affordable terms. Usually used to facilitate a project until the revenue stream is established and investors can offer better terms to the fund. TABOR does not require that voters approve these types of agreements.
- v) **Conduit Debt**-Typically limited to Qualified Private Activity Bonds (PAB) defined by the IRS and limited to the annual allocation received from the State. Low-income housing is one example of a qualified use of PAB. There is no pledge or guarantee to pay by the Town.
- vi) Any other securities not in contravention with the Town Municipal Code or State statute.

4. Debt Structure

- i) **Long-term Debt** - The Town may enter long-term leases for public facilities, property and equipment for a period not exceeding the useful life of the financed asset and no longer than thirty years.
- ii) **Short-term Debt** - Use of short-term borrowing, such as (but not limited to) bond anticipation notes (BANs), tax-exempt commercial paper and reverse repurchase agreements, will be undertaken only if the transaction costs plus interest on the debt are less than the cost of internal financing, or available cash is insufficient to meet both capital improvements and working capital requirements.
- iii) **Subordinate Debt** - The use of subordinate debt is permissible after assessing the overall cost and flexibility it would have on senior debt obligations.

5. Debt Terms

- i) **Maximum Term** - The length of the long-term financing is generally never greater than the life expectancy of an asset purchased or built with debt funding. A key outcome of debt structure is to amortize capital costs with a fair allocation to the current and future beneficiaries.
- ii) **Use of Optional Redemption Features** - Bond calls should be as short as possible and consistent with minimizing interest costs. Call premiums should reflect the true economic cost of calling the securities.
- iii) **Variable Rate Debt** - When certain circumstances may warrant the issuance of variable rate debt, it may be used by the Town as a strategy for the debt portfolio. In such cases, the Town may choose to stabilize the debt service payments through the use of an appropriate stabilization arrangement.

6. Bond Covenants

Prior to issuing new debt, Staff will review limitations of the existing additional bond tests and other legal bond covenants and obtain guidance from the Town's financial advisor relative to benchmarks incorporated into the rating agencies' analysis of similar issues.

7. Debt Limitations and Capacity

Debt capacity will be evaluated by the annual dollar amount paid and the total amount outstanding with the goal of maintaining the Town's overall issuer rating. Parameters are different for Governmental Funds, Enterprise Funds, and Related Agencies.

- i) **Governmental Funds** - Annual debt service (principal and interest) will not exceed 25% of annual revenues. For calculation, revenues will not include internal charges, transfers and large one-time grants. Outstanding debt in relation to population and assessed value will be monitored.
- ii) **Enterprise Funds** - Each fund is unique and will be evaluated independently. Each fund's debt will be managed to maintain a credit score of at least an A rating. These funds typically issue revenue bonds; investors closely watch the revenue coverage ratio. Coverage ratios are usually published in the Town's Annual Financial Statement.

10. Debt Issuance Process

When the Town utilizes debt financing, it will ensure that the debt is soundly financed by:

- i) **General** - The Finance Director or designee shall plan for and coordinate the issuance of all forms of debt and submit recommendations to the Town Board for approval prior to issuance.
- ii) **Selection of Professional Providers** - The Town generally hires certain professionals, including bond counsel and financial advisors, for the debt issuing process in order to comply with any and all local, State and Federal laws and previous debt provisions/covenants, to administer all legal paperwork, and to monitor market conditions to ensure debt capital is obtained at the lowest reasonable market price in line with similarly rated municipalities and current market conditions.
- iii) **Determination of Sale Method and Investment of Proceeds** - Bonds shall be sold to the highest and best bidder for cash at public sale, provided, however, that the Town shall reserve the right to reject any and all bids for the purchase of said bonds and sell the same at the private sale if it is to the best advantage of the Town as determined by the Board of Trustees. Bonds may contain provisions for calling the same at designated periods prior to maturity. Annual appropriation lease obligations (including certificates of participation) are subject to this requirement.
- iv) **Bond Pricing** - Evaluating proposed debt against the target debt indicators. Staff will use

comparative bond pricing services or market indices as a benchmark in negotiated transactions, as well as to evaluate final bond pricing.

- v) **Refunding of Debt** - Refunding of outstanding debt will be done if there is a resultant economic gain, regardless of whether there is an account gain or loss or a subsequent increase in cash flow.
- vi) **Ratings** - Generally, the Town's debt issues will be rated by one or more nationally recognized rating agencies, currently Standard and Poor's, to enhance the overall rating of the debt issue. Certain debt issues may warrant the purchase of credit enhancements, such as insurance or a letter of credit.

11. Debt Management

- i) **Investment of Proceeds** - All general obligation and revenue bond proceeds shall be invested as part of the Town's consolidated cash pool unless otherwise specified by the bond legislation or unless otherwise determined by Town staff that a segregated investment is more appropriate. Investments will be consistent with those authorized by applicable federal, State and local law and the Town's investment policy.
- ii) **Primary Market Disclosure Practices and Procedures** - Maintaining a debt service coverage ratio ensures that combined debt service requirements will not exceed revenues pledged for the debt payment.
- iii) **Continuing Disclosure** - The Director of Financial or designee will ensure that all continuing disclosure requirements are met as required by each debt issuance.

RESOLUTION NO. 965-23

A RESOLUTION ADOPTING THE TOWN OF BENNETT DEBT MANAGEMENT POLICY

WHEREAS, the Board of Trustees desires to adopt a debt management policy to establish appropriate uses of debt, establish formal debt management practices to ensure that the Town maintains a strong credit profile, and apply these practices as a functional tool for short-term and long-term debt management; and

WHEREAS, the Board of Trustees desires to adopt the attached “Town of Bennett Debt Management Policy,” which will be administered by the Director of Finance, subject to approval by the Town Manager and where applicable the Board of Trustees.

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

Section 1. The Board of Trustees of the Town of Bennett hereby adopts the Town of Bennett Debt Management Policy, which is attached hereto as Exhibit A and incorporated by this reference.

Section 2. The Town of Bennett Debt Management Policy shall go into effect on April 1, 2023.

INTRODUCED, ADOPTED AND RESOLVED THIS 28TH DAY MARCH OF 2023.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Denise Taylor, Assistant to the Town Manager
DATE: March 28, 2023
SUBJECT: Adams County Mayor and Commissioners Youth Award Nominees

Background

Each year, the Board of Trustees honors the youth nominated by the Bennett School District for the Adams County Mayors and Commissioners Youth Award (ACMCYA).

The ACMCYA is a program that recognizes youth in grades 6th-12th who have overcome personal adversity to create positive change in their lives and communities. Each of this year's nominees have overcome difficult situations in their lives by exhibiting strength and determination in the face of adversity. We recognize these young people for the positive influence they have had on their schools, families and community.

2023 Award Nominees

Bennett Middle School

Kameron Gow
Zaibel Hernandez
Angel Valencia Martinez
Sissy Millholland

Bennett High School

Isabella Boggs
Jovonni Hilbert

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Trish Stiles, Town Manager
DATE: March 28, 2023
SUBJECT: Amended and Restated Sales and Use Tax Sharing Agreement

Background

On September 9, 2020, the Town of Bennett entered into a Sales and Use Tax Sharing Agreement with Muegge Farms Metropolitan District No. 2 for reimbursements for public improvements made in the Muegge Farms Subdivision relating to roadways constructed adjacent to retail and commercial opportunities within the master subdivision.

However, there were delays since the agreement was executed due to the COVID 19 pandemic and unanticipated market events that did not exist at the time thus causing delay in the development of the projects. The developers of the Muegge Farms Subdivision, Jim Marshall and John Vitella, requested an amendment to the agreement at the end of 2022.

Staff received Board Direction at the March 14, 2023 meeting in executive session and presents the following Amended Agreement based on said direction.

Proposed Amendments

The attached Amended Agreement and Exhibits include the following:

- Section 1.08 - Inclusion of Muegge Farm Filings No. 5, 6 and 7 and the Brunner Subdivision as depicted in Exhibit "C"
- Section 1.09 - Reference to the Updated Exhibit "A"
- Section 1.11 - Term updated to December 31, 2033 (Relating to the Sales Tax in Commercial Areas)
- Section 3.05 - Term of Enhanced Sales Tax Incentive updated to the tax year of 2032 with collections until December 31, 2032, remitted by February of 2033.
- Updated Exhibit "B" with defined amounts for additional roadway inclusions (though still not to exceed the previously agreed upon 2.0 million dollars.

Staff Recommendation

Staff recommends approval of Resolution 966-23, a resolution approving an Amended and Restated Sales and Use Tax Sharing Agreement.

Attachments

1. Amended and Restated Sales and Use Tax Sharing Agreement
2. Draft Resolution No. 966-23

AMENDED AND RESTATED SALES AND USE TAX SHARING AGREEMENT

THIS AMENDED AND RESTATED SALES AND USE TAX SHARING AGREEMENT (this “Agreement”), is made and entered into as of the ____ day of _____, 2023, by and between the **TOWN OF BENNETT, COLORADO**, a municipal corporation of the State of Colorado (the “**Town**”), and **MUEGGE FARMS METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”).

RECITALS

A. In accordance with the District’s Service Plan, the District has the authority to construct certain roads, water, sanitary sewer, and other improvements for the benefit of its taxpayers and service users.

B. The District and the Town have determined it would be in the mutual best interests of their taxpayers and service users if the sections of streets known as the extension of Civic Center Drive (“**Street A**” and “**Street B**”), and Muegge Street (“**Street C**”), as depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Public Improvements**”) were to be constructed by the District, or to be caused to be constructed by the District, pursuant to the terms set forth herein.

C. The Public Improvements will provide access to commercial property which will be the site of future retail development, increasing opportunities for the construction workforce, increasing sales tax generation and related services for consumers within the Town and benefiting the Town as a whole.

D. The Town presently has no budgeted funds to construct the Public Improvements.

E. The Town and the District entered into a Sales and Use Tax Sharing Agreement dated September 9, 2020 (the “**Prior Agreement**”), which set forth the terms pursuant to which the District will fund and build the Public Improvements and the Town will share certain sales and use tax revenue with the District to support the funding of the Public Improvements.

F. The Town and the District desire to amend and restate the Prior Agreement to account for delays realized due to the COVID 19 pandemic and to address unanticipated market events that did not exist at the time the Prior Agreement was signed by the Town and the District.

NOW, THEREFORE, in consideration of the recitals set forth above, which are fully incorporated herein by reference, and the mutual covenants, agreements and provisions contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Town and the District covenant and agree as follows:

ARTICLE I DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below.

Section 1.01 Accrual Dates. The “**First Accrual Date**” shall occur on the last day of the first month in which the first building permit issued for any commercial unit within the Commercial Parcels. “**Subsequent Accrual Dates**” shall be the succeeding last day of each month until the limit in Section 3.06 is reached or the Repayment Term has elapsed, whichever occurs first.

Section 1.02 Accrued Amounts. The “**Accrued Amounts**” shall mean: (1) Fifty Percent (50%) of Sales Tax Revenues collected after the First Accrual Date, within the Commercial Parcels; and (2) Twenty-Five Percent (25%) of Use Tax Revenues collected after the First Accrual Date, within the Commercial Parcels, until the limit in Section 3.06 is reached.

Section 1.03 Approved Plans. The “**Approved Plans**” shall mean the construction plans approved by the Town for the construction of the Public Improvements.

Section 1.04 Board. The Board of Trustees of the Town of Bennett, Colorado, as it may be constituted from time to time.

Section 1.05 Commercial Parcels. The parcels designated as PA 8, PA 9, PA 10, and PA 11 on Exhibit A.

Section 1.06 District Costs. The “**District Costs**” shall mean the actual costs incurred by the District, or caused to be incurred by the District, in the engineering, design and construction of the Public Improvements. An estimate of the District Costs is set forth on Exhibit B attached hereto and incorporated herein by this reference. The District Costs shall not include planning, legal, accounting, overhead or administrative staffing costs, costs of financing or other associated costs.

Section 1.07 Enhanced Sales Tax Incentive. The “**Enhanced Sales Tax Incentive**” shall mean an annual incentive the District may be eligible to receive based on the sales tax generating impact of the Property as further described in Section 3.05 of this Agreement.

Section 1.08 Property. The “**Property**” shall mean that real property known as the Muegge Farms Filing Nos. 4, No.5, No.6, No.7 and the Brunner, Subdivisions and legally described in Exhibit C, attached here to and incorporated herein by this reference.

Section 1.09 Public Improvements. The “**Public Improvements**” shall mean the extension of Civic Center Drive (“**Street A**” and “**Street B**”), and Muegge Street (“**Street C**”), as depicted on Exhibit A and which Public Improvements are intended to be ultimately owned and operated by the Town.

Section 1.10 Reimbursement Payments. Quarterly payments by the Town to the District of the Accrued Amounts, made subject to the terms of this Agreement.

Section 1.11 Repayment Term. The Repayment Term shall expire on December 31, 2033.

Section 1.12 Subdivision Agreement (“SA”). An agreement executed by Clayton Properties Group II, Inc., a Colorado corporation, MGV Investments, LLC a Colorado limited liability corporation, and the Town, governing the design, planning, engineering and construction of the Public Improvements, the posting of security for the same, the procedure for inspection and acceptance of the same by the Town, and other relevant provisions concerning the completion of the Public Improvements and development of the Property.

Section 1.13 Sales Tax Floor. The “**Sales Tax Floor**” shall mean actual Sales Tax Revenues for the year 2020 plus six percent (6%). Subsequent sales tax floors shall increase six percent each year thereafter until the Town’s obligation to pay the Enhanced Sales Tax Incentive expires.

Section 1.14 Sales Tax Revenues. All sales tax revenues derived from the Town’s current three percent (3%) sales tax imposed on retail sales transactions.

Section 1.15 Tax Revenues. The Sales Tax Revenues and the Use Tax Revenues shall collectively be referred to as the “**Tax Revenues.**”

Section 1.16 Use Tax Revenues. All use tax revenues derived from the Town’s existing two percent (2%) use tax on building and construction materials due and payable in connection with building permits issued on the Commercial Parcels.

ARTICLE II REPRESENTATIONS AND COVENANTS

Section 2.01 Representations of the Town. The Town represents that:

- (a) The Town is a municipal corporation of the State of Colorado.
- (b) There is no litigation or administrative proceeding pending or, to the knowledge of the Town, threatened, seeking to question the authority of the Town to enter into or perform this Agreement.
- (c) The Town reasonably believes that it has the authority to enter into this Agreement and, assuming such authority, the Board has duly authorized this Agreement to be executed on behalf of the Town. By entering into this Agreement, the District acknowledges and accepts that no representation or warranty of enforceability of this Agreement is made by the Town.

Section 2.02 Covenants of the Town. The Town covenants that it will cooperate with the District in the District's efforts to defend against any challenge or litigation brought by a third party concerning this Agreement, provided however, that the Town is not obligated to expend any monies for such defense, including without limitation attorney fees, costs, or any other professional fees.

Section 2.03 Covenants of the District.

(a) The District will enter into agreements as are necessary to cause the construction of the Public Improvements in a manner consistent with the Approved Plans.

(b) In constructing the Public Improvements, the District shall comply with: (1) all Town ordinances, resolutions, rules, regulations and procedures, including without limitation all zoning and subdivision codes and development regulations and all uniform construction codes and street and utility construction and design requirements and Town-approved utility plans; (2) all applicable federal, state and local statutes, codes, rules, regulations, and ordinances.

(c) As a condition to Reimbursement Payments pursuant to this Agreement, the District will certify the District Costs to the Town by the statement of a licensed and registered Colorado civil engineer.

(d) The District shall ensure that any monetary encumbrance or lien that has been or may be created on or attached to any Public Improvements, whether by voluntary act of the District or otherwise, shall be removed in its entirety prior to the conveyance of any Public Improvements to the Town, such that the same are free and clear of any lien or encumbrance.

(e) The District shall defend at its sole expense any litigation or administrative proceeding brought against it and/or the Town by a third party concerning this Agreement and its authorizing resolutions and ordinances, and including without limitation any initiative or referendum or litigation brought with respect to the same, all consistent with the Indemnity Obligations as set forth in Section 6.04.

(f) The District acknowledges that irrespective of this Agreement, the District will comply with all requirements of the Town for security for construction of the Public Improvements.

Section 2.04 Representations of the District. The District represents that:

(a) The District is a quasi-municipal corporation and political subdivision of the State of Colorado and has the power and legal right to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action, which Agreement shall be enforceable against the District in accordance with its terms.

(b) The consummation of the transactions contemplated by this Agreement will not violate any provisions of the governing documents of the District or constitute a default

or result in the breach of any term or provision of any contract or agreement to which the District is a party or by which it is bound.

(c) There is no litigation, proceeding or investigation contesting the power or authority of the District, the Property, this Agreement or the Public Improvements, and the District is unaware of any such litigation, proceeding, or investigation that has been threatened.

(d) The District shall enter into such agreements as are necessary to cause the construction of the Public Improvements in accordance with the Approved Plans.

ARTICLE III REIMBURSEMENT PAYMENTS

Section 3.01 General. In consideration of the performance by the District of its obligations under this Agreement, and subject to the provisions of this Agreement, the Town agrees to account for and maintain written records of the Tax Revenues and the Accrued Amounts, and to make Reimbursement Payments to the District as described in this Article.

Section 3.02 Payment of Reimbursement Payments from Accrued Amounts. The Town shall make Reimbursement Payments to the District pursuant to Section 3.03(a), in an amount equal to the Accrued Amounts, solely for the purpose of reimbursing the District for the District Costs associated with the portion of the Public Improvements actually constructed and initially accepted by the Town. Subject to the requirements of Section 2.03(c), the District may certify the District Costs as the Public Improvements are constructed and initially accepted by the Town.

Section 3.03 Timing of Reimbursement Payments.

(a) The Reimbursement Payments shall be paid to the District by the Town on the last day of each quarter (each, a “**Payment Date**”), beginning on the last day of the first full quarter following the month in which both of the following have occurred:

(i) The District has completed, and the Town has issued its initial acceptance letter regarding all or a portion of the Public Improvements, the issuance of which shall not be unreasonably withheld; and

(ii) The first Use Tax Revenue has been received by the Town for a building permit issued for a Commercial Parcel or the first Sales Tax Revenue from a retailer on the Commercial Parcels has been received by the Town.

(b) The Town shall make the Reimbursement Payments to the District at the address set forth in Section 7.11 or to such other address as may be designated in writing to the Town.

(c) The Town will pay to the District, as Reimbursement Payments, the Accrued Amounts until the limit set forth in Section 3.06 or the Repayment Term has elapsed,

whichever first occurs. The Reimbursement Payment payable on the first Payment Date shall equal all Accrued Amounts accrued as of the applicable Accrual Date immediately preceding the first Payment Date. Each successive Reimbursement Payment shall be payable on each successive Payment Date and shall equal the Accrued Amounts received by the Town during the month ending on the applicable Accrual Date immediately preceding the respective Payment Date. Notwithstanding the above, no Reimbursement Payments shall be made hereunder unless and until the District has satisfied in all material respects each of the express covenants, representations, and obligations under this Agreement.

Section 3.04 Reimbursement Payments Limited to Accrued Amounts and Repayment Term. The Town shall in no event be required, during the term of this Agreement, to pay to the District any greater amount than the Accrued Amounts. The Town shall have no obligation to pay any Accrued Amounts after the expiration of the Repayment Term. The Town's obligation to make Reimbursement Payments shall expire on the sooner to occur of (1) the limit set forth in Section 3.06 being reached, or (2) the end of the Repayment Term. Thereafter, the District shall have no right to further Reimbursement Payments of any sort.

Section 3.05 Enhanced Sales Tax Incentive. In addition to the Accrued Amounts, the District will be eligible to receive an Enhanced Sales Tax Incentive on an annual basis as follows. Commencing with tax year 2021 and once the Town has issued its initial acceptance letter regarding all or a portion of the Public Improvements, if Sales Tax Revenues for the Town exceed the Sales Tax Floor in any one year then the District shall be reimbursed the lesser of: (i) \$650 per certificate of occupancy issued on the Property or (ii) \$150,000. If the Town determines that the District is eligible to receive the Enhanced Sales Tax Incentive then it shall make payment to the District on or before February 1 of the ensuing year. The Town's obligation to make the Enhanced Sales Tax Incentive shall expire on the sooner to occur of (1) the payment of \$750,000 to the District in Enhanced Sales Tax Incentive payments; or (2) the expiration of tax year 2032; provided however the final distribution of the Enhanced Sales Tax Incentive shall be made on or before February 1, 2033 for any amounts collected and due as of December 31, 2032. In all other respects, payments for the Enhanced Sales Tax Incentive shall be made to the same place and in the same manner as the Reimbursement Payments.

Section 3.06 Absolute Ceiling on Amounts Payable. The aggregate amount of Reimbursement Payments and Enhanced Sales Tax Incentive payments paid by the Town under the terms and conditions of this Agreement shall not exceed \$2,000,000.00. The Town shall not be obligated to pay any interest or other carrying costs or charges on any of the District Costs, or on any other amounts incurred by or payable to the District pursuant to this Agreement.

Section 3.07 Effect of Change in Sales and Use Tax Rates. Any increase in the Town sales or use tax rates above or below the applicable tax rates at the date of execution of this Agreement shall not affect the Reimbursement Payments and Enhanced Sales Tax Incentive payments to be made pursuant to this Agreement; rather, the amount of the Reimbursement Payments and Enhanced Sales Tax Incentive will continue to be based upon a sales tax rate of three percent (3%) and a use tax rate of two percent (2%) and no revenues derived from any

increase above such rates shall be considered a part of the Tax Revenues for any purpose whatsoever.

Section 3.08 No Assurances by Town. The District acknowledges that the generation of Accrued Amounts is entirely dependent upon the performance of the Commercial Parcels and agrees that the Town is in no way responsible for the Accrued Amounts actually generated.

ARTICLE IV COMPLIANCE AND REPORTING

Section 4.01 Calculation of Tax Revenues. The Town, in accordance with the Bennett Municipal Code and state law, shall account for and keep written records of the Tax Revenues on a monthly basis throughout the term of this Agreement using sales tax returns, building permit applications and other appropriate financial records relating to the retail activity and use of building and construction materials on the Commercial Parcels. Tax Revenues shall include only that amount of sales and use tax actually collected by and remitted to the Town, as applicable, as of the last day of the month for which such accounting is made. To the extent a taxpayer overpays any sales or use tax owed to the Town and the Town is required to refund a portion of such sales or use tax, the refunded amount shall be deducted from subsequent Reimbursement Payments or shall be returned by the District to the Town.

Section 4.02 Accounting for Accrued Amounts. On or before the last day of each quarter, the Town shall deliver to the District a report indicating the total of all Accrued Amounts, less any Reimbursement Payments made, as of the last applicable Accrual Date, all pursuant to and in accordance with any limitations by applicable law, Town ordinances and this Agreement.

Section 4.03 Disclosure of Records. The District specifically understands, acknowledges, and agrees that implementation of this Agreement requires calculations based on the amount of sales taxes remitted to the Town for each lot within the Commercial Parcels (each an “Individual Taxpayer”) during the term of this Agreement. Because the amounts of the Reimbursement Payments will be public information, the District covenants it will obtain an acknowledgement, release and waiver of liability for the Town, including its officers, employees, and agents, from each Individual Taxpayer before any payments will be made by the Town pursuant to this Agreement. Such acknowledgement, release and waiver shall be in the form and substance as set forth on Exhibit D, attached hereto and incorporated herein by reference. Failure by the District to obtain an acceptable acknowledgement, release and waiver from an Individual Taxpayer shall release the Town from all obligations under this Agreement. Any and all liability arising out of dissemination of the Reimbursement Payments issued to the District is hereby waived as against the Town by the District, and the District shall defend, indemnify and hold harmless the Town, and its officers and employees, from and against all liability, claims, demands and expenses, including reasonable court costs and attorney fees, which arise out of or are in any manner connected with any dissemination of any information necessary for or generated in connection with the implementation of this Agreement. The District shall investigate, handle, respond to, and provide defense for and defend against any such liability,

claims, and demands, and bear all other costs and expenses related thereto, including court costs and attorney fees.

Section 4.04 Inspection of Records; Audits.

(a) Upon ten (10) days' written notice to the District, the Town, its accountants, auditors and authorized employees and representatives, shall have the right to inspect and audit the applicable books and records of the District to the extent reasonably necessary to verify the District Costs, amounts of payments made or requested under this Agreement and to verify the District's compliance with the terms of this Agreement. In the event such an inspection or audit results in a determination of noncompliance by the District with any terms or conditions of this Agreement, the District shall be responsible for actual costs and expenses incurred by the Town for conduct of such inspection or audit, in addition to payment of any amounts required to be reimbursed to the Town.

(b) Upon ten (10) days' written notice, and at Town Hall during the Town's normal business hours, the District shall have the right to audit the Town's records regarding the Reimbursement Payments and Enhanced Sales Tax Incentive, within the limitations imposed by the Colorado Open Records Act, C.R.S. §24-72-101 et seq., other applicable statutes, the Bennett Municipal Code and this Agreement.

**ARTICLE V
ADDITIONAL TERMS AND PROVISIONS**

Section 5.01 No Interest. No interest shall be paid on any amounts subject to reimbursement under this Agreement.

Section 5.02 No Debt or Pecuniary Liability; No Multiple-Fiscal Year Obligation. The Town shall have the right to make the Reimbursement Payments or Enhanced Sales Tax Incentive payments from any source determined by the Town. All payments hereunder in any year are expressly subject to annual appropriation by the Board and the Board may, in its sole discretion, decline to appropriate the Reimbursement Payments or Enhanced Sales Tax Incentive payments. The District understands and agrees that the obligation of the Town to make payments hereunder shall constitute a currently budgeted expense of the Town and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the Town in any ensuing fiscal year beyond the then current fiscal year. The decision of the Board not to appropriate funds for such payments shall be without penalty and recourse to the Town and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement. Nothing in this Agreement is intended to nor shall be construed to create any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of the Constitution or laws of the State of Colorado.

Section 5.03 Subordination. The Town's obligations pursuant to this Agreement are subordinate to the Town's obligations for the repayment of any current bonded indebtedness and are contingent upon the existence of a surplus in Tax Revenues in excess of the Tax Revenues

necessary to meet such existing bonded indebtedness. The Town shall meet its obligations under this Agreement only after the Town has satisfied all other obligations with respect to the use of Tax Revenues for bond repayment purposes. For the purposes of this Agreement, the terms “bonded indebtedness,” “bonds,” and similar terms describing the possible forms of indebtedness include all forms of indebtedness currently incurred by the Town, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales tax revenues of the Town. The Town shall not pledge to any bonds issued after the date of this Agreement any part of the Accrued Amounts which have been committed to be paid to the District pursuant to this Agreement.

ARTICLE VI TERMINATION, DEFAULTS AND REMEDIES

Section 6.01 Termination. This Agreement shall terminate, and no payments shall be due or paid by the Town to the District upon the earliest date of any of the following:

- (a) The point in time at which the total of all Reimbursement Payments required, made by the Town to the District equals the limit set forth in Section 3.06.
- (b) The expiration of the Repayment Term described in Section 3.04.
- (c) The provisions of Sections 5.02 or 5.03 prohibit the Town from making any payments to the District.

Section 6.02 Events of Default. Each of the following shall constitute an “Event of Default” under this Agreement:

(a) Defaults by the Town. Events of Default by the Town hereunder shall be limited to the following:

- (i) Failure to account for the amounts due hereunder; or
- (ii) Failure to pay the District any amounts that are owed to the District as Reimbursement Payments, as provided herein.

(b) In the event of any claimed default by the Town, the District shall give the Town not less than thirty (30) days’ written notice and opportunity to cure, which notice shall specify the nature of the Event of Default and shall request that it be corrected within said 30-day period (the “**Cure Period**”). No act, event or omission shall be an Event of Default hereunder if the Town’s failure to perform is caused by force majeure or by any act, omission or Event of Default by the District, or so long as the Town has in good faith commenced and is diligently pursuing efforts to correct the condition specified in such notice.

(c) Defaults by The District. Events of Default hereunder by the District shall be limited to the following:

(i) Knowingly misrepresenting the scope and extent of the portion of the Public Improvements completed in order to receive Reimbursement Payments; or

(ii) Failure to fulfill or perform in all material respects any material obligation of the Agreement.

(d) In the event of any claimed default by the District, the Town shall give the District not less than thirty (30) days' written notice and opportunity to cure, which notice shall specify the nature of the Event of Default and shall request that it be corrected within said 30-day period (the "**Cure Period**"). The Town in its discretion may suspend all Reimbursement Payments until the condition specified in such notice is remedied to the Town's reasonable satisfaction. No act, event or omission shall become an Event of Default hereunder if the District's failure to perform is caused by force majeure or by any act, omission or Event of Default by the Town, or so long as the District has in good faith commenced and is diligently pursuing efforts to correct the condition specified in such notice.

Section 6.03 Remedies. The following remedies shall be available for Events of Default that are not cured within the applicable Cure Period:

(a) Remedies of the Town. The Town's remedies for an Event of Default by the District shall include, but not be limited to:

(i) The recovery of any Reimbursement Payments paid to the District;
and

(ii) The right to terminate this Agreement by delivery of written notice to the District, effective as of the date such notice is delivered.

(b) Remedies of the District. The District's remedies for an Event of Default by the Town that is not cured within the applicable Cure Period shall be strictly limited to an action for specific performance to require the Town to account for the funds due hereunder and to require it to pay to the District any Accrued Amounts.

Section 6.04 Waiver and Indemnity.

(a) In consideration of the Town entering into this Agreement, the District for itself, and its successors and assigns expressly and unconditionally waives any claim for any form of damages, including without limitation lost profits, economic damages, or incidental, consequential, punitive or exemplary damages, arising from any breach of this Agreement by the Town or anyone acting on its behalf and covenants that, in connection with the subject matter of this Agreement, it will assert no claims against the Town or anyone acting on its behalf and seek no relief of any kind in any court or administrative tribunal.

(b) The District and its successors and assigns, to the extent permitted by law, will indemnify and hold harmless the Town, its Board members, officers, agents, and employees (collectively, the "**Related Parties**") against all claims, demands, liabilities, damages and other

awards including the costs of defense thereof to such Related Parties (which the District hereby assumes and agrees to pay as incurred, to the extent the Town chooses to expend monies in defense, recognizing it is not required to do so), brought or obtained in connection with the execution, delivery or performance of this Agreement and its authorizing enactments; provided, however, such indemnity and hold harmless obligation shall not extend to the Public Improvements that have been finally accepted by the Town after the applicable warranty periods; provided further, however, the Related Parties shall furnish prompt notice of any claim to the District and its successors and assigns, shall admit no liability without advance written consent by the District and its successors and assigns, and shall not settle any such claim or demand without consent by the District and its successors and assigns.

(c) The District for itself, and its successors and assigns specifically covenants and agrees that, in addition to any other amounts that may be recoverable by the Town hereunder, it will reimburse to the Town, with interest at a rate equal to four percent simple per annum, any amounts determined to have been paid to either the District or its successors and assigns by the Town in excess of the amounts payable pursuant to the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, this Section 6.04 shall survive termination of the Agreement and be enforceable until all legal causes of action are precluded by the longer of the applicable statutes of limitation or notice of claim filing requirements of the Colorado Governmental Immunity Act, for claims subject to such notice requirement.

Section 6.05 No Joint Venture or Partnership. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and the District and its successors and assigns, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise, nor does it constitute any party hereto as an agent of any other party hereto for any purpose whatsoever. Except as otherwise provided under this Agreement, no party shall in any way assume any of the liability of any other party for any acts or obligations of the other party.

ARTICLE VII MISCELLANEOUS

Section 7.01 Effective Date of Accrual. The Town's commitment to account for the Accrued Amounts shall become effective upon the First Accrual Date, and, except as otherwise permitted by this Agreement, shall terminate upon the expiration of the Repayment Term, unless terminated earlier pursuant to the terms of this Agreement.

Section 7.02 Binding Effect; Non-Assignability. This Agreement shall be binding upon and inure to the benefit of the Town, the District and their respective successors and assigns to the extent provided under this Section. The Town's commitment to make Reimbursement Payments is made solely for the benefit of the District and shall be enforceable only by the District, or by a designee of the District which designee may only be the Muegge Farms Metropolitan District No. 1, Clayton Properties Group II, or a Bond Trustee for the

District's Bonds that may be issued in the future (“**Qualified Designee**”). This Agreement is not assignable by the District or transferable by operation of law or otherwise without the prior written consent of the Town, which consent shall not be unreasonably withheld; provided, however, that the District shall have the right to assign this Agreement to a Qualified Designee and provided further that the right to receive Reimbursement Payments may only be assigned in its entirety to one entity, such that the obligation of the Town to make such payments is always to a single entity, and not to multiple entities or fractional interests. Any assignment or other transfer by the District or Qualified Designee in violation of this Section shall be void and shall vest no rights in the purported assignee or transferee, but shall not constitute an Event of Default hereunder, and this Agreement shall terminate on the effective date of such assignment or other transfer.

Section 7.03 Amendments. This Agreement may be amended only by a written instrument signed by both of the parties and approved by ordinance or resolution of the Town Board of Trustees.

Section 7.04 Entire Agreement. Except as provided herein, in the SA and in the Approved Plans, to the extent those documents supplement or complement the provisions of this Agreement, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof.

Section 7.05 No Implied Terms. No obligations, agreements, representations, warranties, or certificates shall be implied from this Agreement, beyond those expressly stated herein.

Section 7.06 Headings for Convenience. The headings and captions used herein are for the convenience of the parties only and shall have no effect upon the interpretation of this Agreement.

Section 7.07 Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the state of Colorado.

Section 7.08 Litigation. The Town and the District agree to cooperate in the defense of any legal action brought to contest the validity or enforceability of this Agreement. The District agrees to pay all costs and attorney's fees incurred by the Town in defense of any such action. The District further agrees to pay any monetary judgment that may be entered against the Town in any such action; provided, however, that such monetary judgment does not exceed the amount of any reimbursement payments made to the District pursuant to this Agreement. Notwithstanding any other provision of this Agreement, this Section shall survive termination of the Agreement and be enforceable until all legal causes of action are precluded by applicable statutes of limitation or notice of claim filing requirements of the Colorado Governmental Immunity Act, for claims subject to such notice requirement. The Town shall have no obligation to make Reimbursement Payments or Enhanced Sales Tax Incentive payments while any legal action is pending concerning the validity or enforceability of this Agreement.

Section 7.09 Severability. Should the accounting for the Accrued Amounts, Enhanced Sales Tax Incentive or Reimbursement Payments be judicially adjudged illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement or contrary to public policy by a court of competent jurisdiction in a final non-appealable judgment, the parties shall utilize their reasonable, good faith efforts to restructure this Agreement, or to enter into a new agreement, consistent with the purposes of this Agreement. Should the parties be unsuccessful in their efforts, this Agreement shall immediately terminate without penalty or recourse to the Town. Otherwise, should any one or more provisions of this Agreement be judicially adjudged illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement or contrary to public policy by a court of competent jurisdiction in a final non-appealable judgment, without a corresponding determination being made with regard to such accrual or payments, such provision or provisions shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by the severance of such provision from this Agreement.

Section 7.10 Initiative and Referendum. If this Agreement or any portion thereof is challenged by initiative or referendum, including any judicial contest to the outcome thereof, then, to the extent so challenged, the provisions of this Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the initiative or referendum election and the judicial contest, if any; and a period equal to the period of such suspension shall be deemed automatically added to every right and obligation herein which is required to be performed or which accrues within a specified time. If the initiative or referendum results in voiding of this Agreement or any portion thereof, then the provisions of Section 7.09 shall apply as if the election were an action of a court. If the initiative or referendum fails, then the District and Town shall continue to be bound by all of the terms of this Agreement. No action by initiative or referendum affecting this Agreement shall ever constitute the basis for any claim of breach of any expressed or implied covenant or the basis for any action in law or equity.

Section 7.11 Notices. All notices, certificates, reports or other communications hereunder shall be deemed given when personally delivered, or after the lapse of five (5) business days following their mailing by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To the Town: Town of Bennett
 207 Muegge Way
 Bennett, CO 80102
 Attention: Town Administrator

With a copy to: Bennett Town Attorney
 207 Muegge Way
 Bennett, CO 80102

To District: Muegge Farms Metropolitan District No. 2
 PO BOX 4701

Greenwood Village, CO 80155
Attention: James Marshall, President

With a copy to : McGeady Becher P.C.
450 E. 17th Ave. Suite 400
Denver, Colorado 80203-1254
Attention: MaryAnn M. McGeady

Either party may designate a different notice address by written notice to the other party delivered in accordance with this Section.

Section 7.12 No Waiver or Repeal by Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of any existing ordinances or codes, or as a waiver or abnegation of the Town's legislative, governmental or police powers to promote and protect the health, safety, morals and general welfare of the Town or its inhabitants.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

TOWN OF BENNETT, COLORADO, a
municipal corporation of the State of Colorado

Royce D. Pindell, Mayor

Attest:

By: _____
Christina Hart, Town Clerk

**MUEGGE FARMS METROPOLITAN
DISTRICT NO. 2**, a quasi-municipal
corporation and political subdivision of the State
of Colorado

President

Attest:

Secretary

Exhibit A
Depiction of Public Improvements
Street A, Street B, and Street C

Depiction of the Commercial Parcels

PA 8, PA 9, PA 10, PA 11

EXHIBIT A

LEGEND

- STREET A - CIVIC CENTER DRIVE
- STREET B - CIVIC CENTER DRIVE
- STREET C - MUEGGE STREET

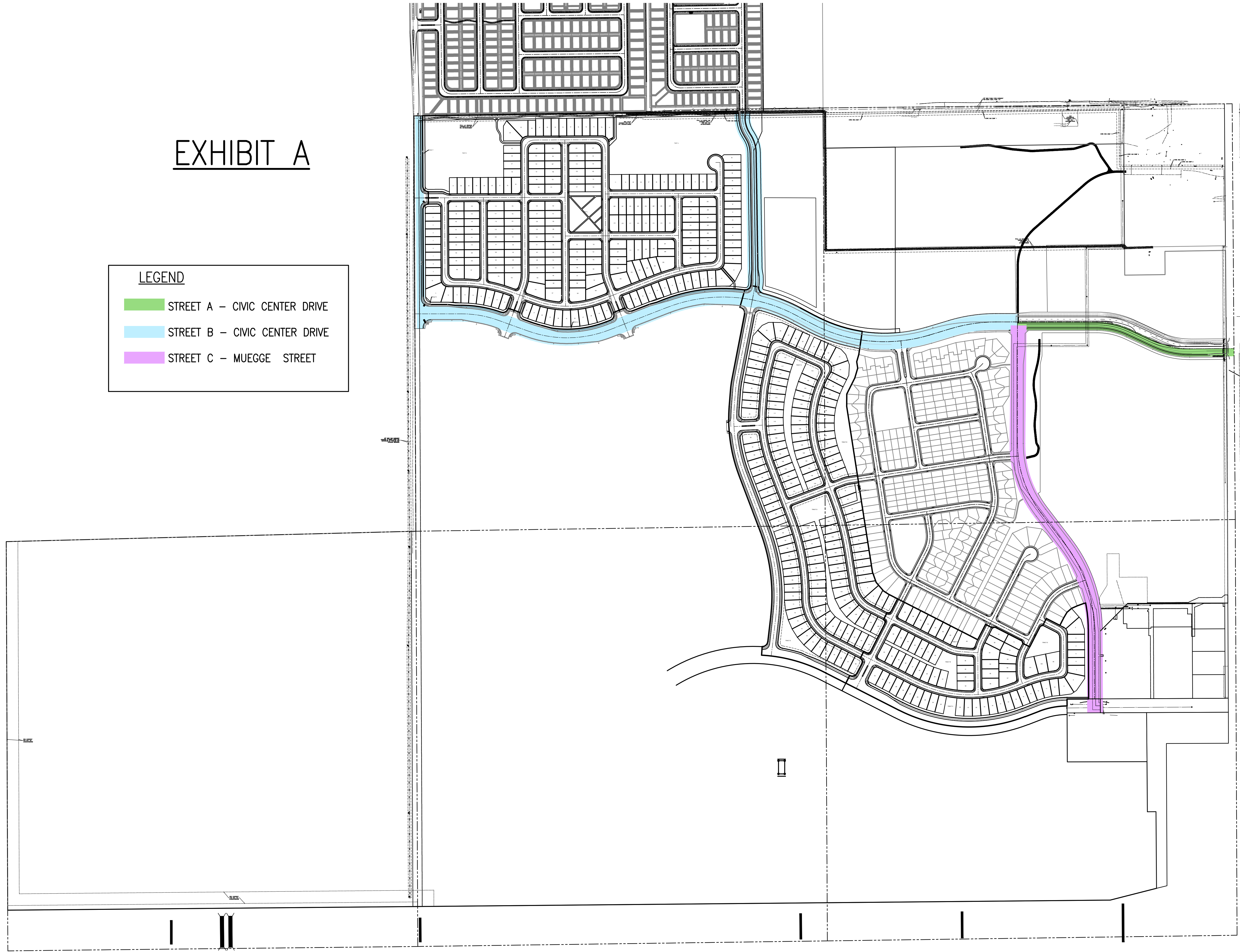


Exhibit B

ESTIMATE OF DISTRICT COSTS OF PUBLIC IMPROVEMENTS

EXHIBIT B-1 - Certified Costs to Date

WO2 - Offsite Water - Muegge Farms (Offsite Wets)	\$ 92,946.75
WO4 - Offsite Streets - Concrete	\$ 609,632.19
WO4 - Offsite Streets - Asphalt	\$ 541,523.52
CO1 - Over Ex for North and South End of Muegge Street	\$ 45,500.00
CO2 - Hwy 79 / Civic Center Drive	\$ 465,233.00
CO3 - Hwy 79 / Civic Center Drive	\$ 405,907.00
CO3 - Hwy 79 / Civic Center Drive - FT CDOT Inspector	\$ 80,535.00
CO5 - Road Balancing - Civic Center Drive	\$ 14,977.00
TOTWO4 + WO4 COs	\$ 2,163,307.71
TOTWO2 + WO4 + WO4 COs -->	\$ 2,256,254.46

EXHIBIT B-2 - Cost Estimate Future Construction Streets A, B & C

Engineers Opinion of Probable Cost
 Muegge Farms - Major Roadways
 EMK JOB NO. 13301.00

Mar 8, 2023

Item No.	Description				Total Cost
Roadway					
1	Civic Center Drive				\$2,513,395.00
2	Lark Sparrow Way Extension				\$479,684.50
3	Penrith Road				\$1,053,260.00
4	Pond F Excavation	136,800	CY	\$2.75	\$376,200.00
5	Major Roadway Earthwork (Includes Pond G and Channel Excavation)	60,700	CY	\$2.75	\$166,925.00
					<u>\$4,589,464.50</u>
Soft Costs					
Construction Contingency (5%)					\$229,473.23
Soils Testing (2%)					\$91,789.29
Mobilization (5%)					\$229,473.23
Surveying (3%)					\$137,683.94
Construction Management (2%)					\$91,789.29
					TOTAL
					<u>\$780,208.97</u>
GRAND TOTAL					<u>\$5,369,673.47</u>

QUALIFICATION STATEMENT: The ENGINEER has no control over the cost of labor, materials, equipment, the contractor's method of determining prices, or over competitive bidding or market conditions. The opinion of probable construction cost provided for herein is made on the basis of his experience and qualifications and represents his best judgment as an engineer familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or construction costs will not vary from his opinions of probable cost. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator. Prepared by EMK Consultants, Inc.

EXHIBIT C
REAL PROPERTY SUBJECT TO THE SUBDIVISION AGREEMENT

EXHIBIT C

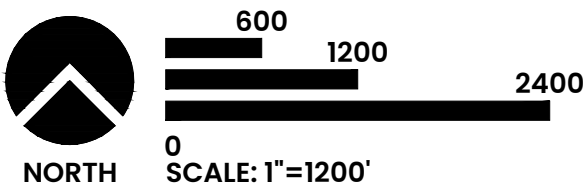
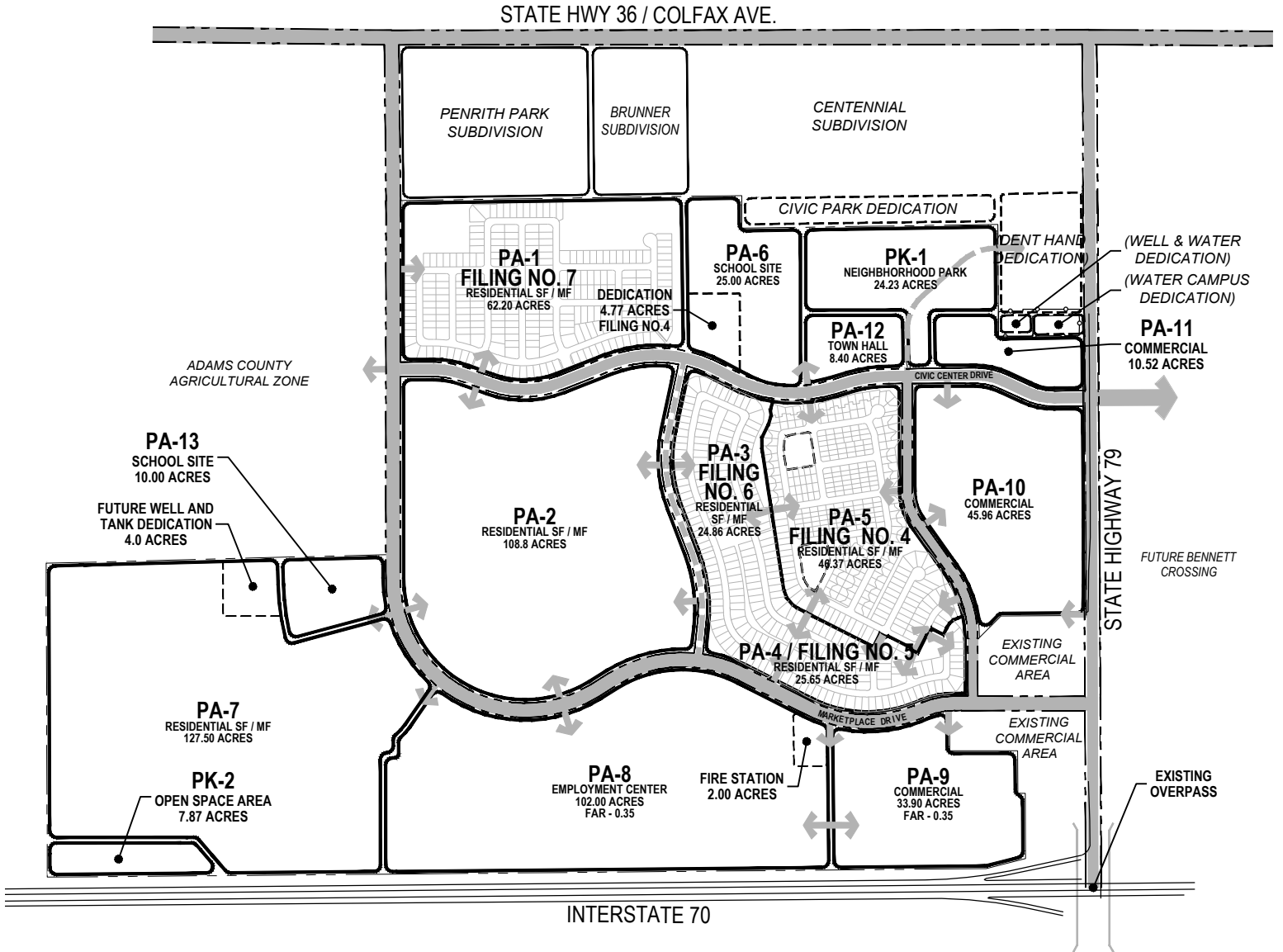


EXHIBIT D

FORM OF ACKNOWLEDGEMENT, RELEASE AND WAIVER OF LIABILITY REGARDING CONFIDENTIAL SALES TAX INFORMATION

WHEREAS, the TOWN OF BENNETT (the “Town”), a Colorado municipal corporation, and MUEGGE FARMS METROPOLITAN DISTRICT NO. 2 (the “District”), a quasi-municipal corporation and political subdivision of the State of Colorado, are parties to a Sales and Use Tax Sharing Agreement (the “Agreement”), which provides for sales and use tax reimbursement to the District in exchange for construction of regional public improvements including the construction of regional streets that provide access to retail sites; and

WHEREAS, certain sales tax information in Colorado is confidential and may be considered proprietary information; and

WHEREAS, payment of expenditures by the Town, including payments made under the Agreement, is public information; and

WHEREAS, the undersigned taxpayer (the “Taxpayer”) plans to operate a sales tax generating business on property that is subject to the Agreement; and

WHEREAS, payments made by the Town to the District under the Agreement may permit persons other than officials or employees of the Town to identify the amount of sales taxes collected and remitted by the Taxpayer; and

WHEREAS, the Agreement requires the District to provide, as a condition precedent to receiving any sales tax reimbursement payments from the Town, an acknowledgement, release and waiver of liability for the Town, including its officers, employees, and agents, from the Taxpayer; and

WHEREAS, the Taxpayer acknowledges and agrees the Agreement benefits Taxpayer by facilitating the construction of streets that provide regional access to area in which Taxpayer’s business is located; and

WHEREAS, in return for this regional access, and other good and valuable consideration, the receipt and sufficiency of which the Taxpayer acknowledges, the Taxpayer hereby voluntarily makes the acknowledgements, releases and waivers set forth herein.

Section 1. The Taxpayer hereby confirms and incorporates the foregoing recitals into this Acknowledgement, Release and Waiver of Liability Regarding Confidential Sales Tax Information.

Section 2. Taxpayer specifically understands, acknowledges and agrees that implementation of the Agreement, which benefits Taxpayer, requires calculations based on the amount of sales taxes collected and remitted by Taxpayer during the term of the Agreement and issuance of reimbursement payment checks to District in amounts determined pursuant to the Agreement, and further understands, agrees, and acknowledges that the amount of reimbursement payment checks, the period(s) for which such reimbursement payments are made, and related information will be public information.

Section 3. Taxpayer further understands, agrees, and acknowledges that the amount of such reimbursement payment checks may permit persons other than officials or employees of the Town to identify the amount of sales taxes collected and remitted by Taxpayer during the term of the Agreement and, accordingly, the amount of taxable retail sales made by Taxpayer during the term of the Agreement.

Section 4. Taxpayer, for itself, its successors, assigns, affiliates, and parent and subsidiary organizations, hereby waives any proprietary rights and rights of confidentiality it may have with respect to any information necessary for or generated in connection with the implementation of the Agreement, including without limitation any rights under C.R.S. § 29-2-106(4)(c)(II) or common law. Taxpayer further releases the Town, including its officials and employees, from any and all liability or claims in connection therewith.

Section 5. The laws of the state of Colorado shall govern the validity, performance and enforcement of this Acknowledgement, Release and Waiver of Liability Regarding Confidential Sales Tax Information. Should any legal suit or action be commenced for the enforcement of any provision contained herein, Taxpayer agrees that the venue of such suit or action shall be in Adams County, Colorado.

Section 6. Taxpayer covenants that it will provide a copy of this Acknowledgement, Release and Waiver of Liability Regarding Confidential Sales Tax Information to any person or entity that may succeed Taxpayer in operating on the below described business (the “Business”), and shall notify the Town within thirty (30) days of any such change in operation of the Business.

Section 7. Taxpayer, by its signature below, represents it is indeed the entity that will be operating the Business in the Town, that the person signing on behalf of the Taxpayer has full power and lawful authority to execute this Acknowledgement, Release and Waiver of Liability Regarding Confidential Sales Tax Information, and that such person is the lawful agent of Taxpayer in that regard.

EXECUTED this ____ day of _____, 20__.

Business Name/Description: _____

TAXPAYER:
[insert legal name of Taxpayer]

By: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
)ss
COUNTY OF _____)

The above and foregoing signature of _____ as _____ of _____ was subscribed and sworn to before me this _____ day of _____, 20__.

Witness my hand and official seal.

My commission expires on: _____.

Notary Public

(SEAL)

RESOLUTION NO. 966-23

A RESOLUTION APPROVING AN AMENDED AND RESTATED SALES AND USE TAX SHARING AGREEMENT

WHEREAS, the Board of Trustees previously approved a Sales and Use Tax Sharing Agreement between the Town and Muegge Farms Metropolitan District No. 2 dated September 9, 2020 (the “Prior Agreement”); and

WHEREAS, the parties have determined it is in their best interest to amend and restate the Prior Agreement.

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

Section 1. The proposed Amended and Restated Sales and Use Tax Sharing Agreement (the “Agreement”) between the Town and Muegge Farms Metropolitan District No. 2 is hereby approved in essentially the same form as the copies of such Agreement accompanying this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement, except that the Mayor and Town Administrator are hereby further granted the authority to negotiate and approve such revisions to said Agreement as the Mayor and Town Administrator determine are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ AND ADOPTED THIS 28TH DAY OF MARCH 2023.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

Suggested Motion

I move to approve Resolution No. 966-23 – A resolution approving an Amended and Restated Sales and Use Tax Sharing Agreement.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Daymon Johnson, Capital Projects Director
DATE: March 28, 2023
SUBJECT: RFP 23-002 - Highway 79 and I-70 Interchange and Ramp Improvements

Background

As the Board will recall, the Town issued RFP 22-009 on June 6, 2022, to solicit qualified bids on the Highway 79 and I-70 Interchange and Ramp Improvements project. From that solicitation, we received three qualified bids, and ultimately, the Town was compelled, per FHWA and CDOT requirements, to select Duran Excavation due to their price being the lowest.

When work finally commenced with Duran in October 2022, it became obvious to all involved that Duran couldn't perform this work per the specifications. More specifically, Duran proposed a closure of the I-70 East Bound off-ramp for extended periods of time. The Town worked diligently to help them find solutions to this issue; however, a compromise was never reached that wouldn't directly and substantially impact the Town.

At that point, the Town (in accordance with CDOT special provisions and requirements) released Duran from their contractual obligation, and we shelved the project until we had some certainty in several areas:

1. That the plans more poignantly address the phasing and lane closure strategy to be used.
2. That weather wouldn't be a factor in getting specified materials.
3. That the contractor understood the specifications, plans and all construction documents.
4. That the contractor could meet the 80 working-day contract requirement.

To clarify the first item, the Town went back to SEH and had them develop phasing and closure plans. It's important to note that these phasing and closure plans are NOT how the project must be completed, but rather, were created to provide the contractor with clarity and context around what the Town is expecting regarding closures. The Town doesn't want to dictate means and methodologies in any way. Ultimately, how this project is carried out is the sole responsibility of the contractor.

For the second item, by shelving this until this spring, we've assured ourselves the ability to source the materials needed in a timely and more efficient manner and have mitigated some of the weather concerns. By getting started late, Duran had some issues assuring they could actually deliver the materials and project in a timely manner.

For the third item, the town decided to have a mandatory pre-bid meeting. This accomplished myriad things. First, it allowed us to assure that any prospective bidder had a firm understanding of all of the construction documents. Secondly, it would have allowed us to eliminate any bid that would have come from a contractor who did not attend the meeting. And finally, it allowed us to ask some questions to

all prospective bidders about the documents and 80 working-day delivery schedule, thereby driving home the lane closure strategy's importance and requirement to keep traffic moving as much as possible.

Once we had all of this addressed and were prepared with revised documents, the Town released another RFP, which was RFP 23-002, soliciting bids for the Highway 79 and I-70 Interchange and Ramp Improvements.

This solicitation was open for roughly four (4) weeks, and bids were due on Wednesday, March 15, 2023. The Town received one qualifying bid from this solicitation. Below is the bidding firm information.

Bidding Firm	Bid
Morton Electric, Inc.	\$2,683,358.10

Upon receipt of this bid, Staff reviewed it to ensure its compliance with CDOT and FHWA standards and its thoroughness and accuracy encompassing the scope of work we solicited. Staff discussed the details of these proposals with the Town's third-party inspection firm (Yeh & Associates), engineering firm (SEH) and Town consultants (Dan Giroux from Terramax and Peter Kozinski) and confirmed that the above bid effectively met the criteria as required.

Before any schedule for the delivery of this project can be solidified, we must complete our pre-construction process per the CDOT schedule. This pre-construction process includes providing the following information to CDOT:

- Local Agency Letter confirming bid review (underway)
- Bid Tabs showing all bidders (underway)
- Financial Statement (Awaiting Execution by Town Administrator)
- CDOT Forms 605, 606 and 621 (received from Morton)
- CDOT Forms 1413, 1414, 1415 and 1416 (received from Morton)
- Scope of DBE Contract Goal (received from Morton)

The above information that has not been submitted will be submitted once the full package is compiled. At that point, a formal construction schedule can be finalized and issued. Preliminarily, Morton would like to start work in May, with an anticipated 80 working-day construction schedule.

There will be a period of time when the clock will stop as Morton will be completed with the surface pavings, and we will be waiting for signalization equipment and poles. Once those items are received (tentatively expected in September), Morton will remobilize and complete the remaining signalization work and finish the project.

The Board will be advised as this schedule becomes clearer and we receive all final approvals from CDOT.

Funding for this project comes from the CDOT and subregional funding secured by Ms. Stiles. The overage we will see (as the project came in slightly above the Engineer's Estimate provided in 2023) will be captured with the Sales Tax and Capital Fund revenues and replacement reserves.

Staff Recommendation

Staff recommends the Board of Trustees authorize the Mayor and the Town of Bennett to execute a contract with Morton Electric, Inc. in an amount not to exceed \$2,683,358.10 for the construction of the Highway 79 and I-70 Interchange and Ramp Improvements project.

Attachments

1. Morton Electric, Inc. proposal - dated 3/15/23



Town of Bennett

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

INVITATION TO BID COVER SHEET

Date: February 13, 2023
Proposal Number: 23-002
Proposal / Bid Title: State Highway 79 and I-70 Ramp Improvements
Proposals Will Be Received Until: March 15, 2023, 4:00 p.m., Local Time
Contact Address: Town Hall, 207 Muegge Way, Bennett, CO 80102-7806

Contact Individual for Additional Information: Daymon Johnson
(303) 644-3249 Ext. 1005
djohnson@bennett.co.us

Documents Included in This Package:

- Invitation to Bid Cover Sheet
- General Terms and Conditions
- Special Terms and Conditions
- Scope of Work
- Bid Schedule
- Submission Form
- Substitute Form W-9
- Taxpayer Identification Number Form
- Project Plan Package (Attached)
- Project Specifications (Attached)
- Example / Draft Town of Bennett Contract (Attached)
- CDOT Forms 606, 1413 & 1414 (Attached)

If any of the documents listed above are missing from this package, they may be picked up at Town Hall, 207 Muegge Way, Bennett, Colorado. If you require additional information, call Daymon Johnson at (303) 644-3249 Ext. 1005 or djohnson@bennett.co.us.

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: Morton Electric, Inc. Fax: 719-948-9331
 Address: 1049 Meadow Lane City/State: Pueblo, CO Zip: 81006
 Contact Person: Ken Prior Title: Estimator Phone: 719-948-3097
 Authorized Representative's Signature: Katelyn Morton Phone: 719-948-3097
 Printed Name: Katelyn Morton Title: Project Coordinator Date: 3-15-23
 Email Address: Katelyn@morton-electric.com



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

TO: Town of Bennett, Colorado

RE: Addendum Acknowledgement – State Highway 79 and I-70 Ramp Improvement

DATE: 3/15/23

Morton Electric, Inc. acknowledges receipt of the following addendum posted on Bidnet Direct.

1. Addendum No. 1 – 02/14/2023
2. Addendum No. 2 – 02/21/2023
3. Addendum No. 3 – 02/22/2023
4. Addendum No. 4 – 03/01/2023
5. Addendum No. 5 – 03/09/2023



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

TO: City of Bennett, Colorado

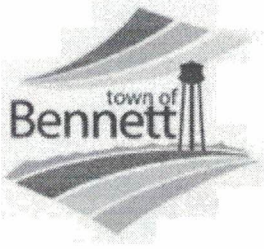
RE: Project Completion Timeframe – State Highway 79 and I-70 Ramp Project

DATE: 3/15/23

Per Morton Electric's experience in completing projects like the SH 79 & I-70 Ramp Improvements Project. Here is our proposed completion timeframe.

Upon Notice of Award:

1. 15-30 Days for all contracts and related documents to be signed and in place.
2. Material Submittals request, submission, and approval 15-30 days.
3. Upon material submittal approval we will order material within 1-3 day and provide the City material lead times.
4. We feel the 80 working days allotted for this project is adequate to complete this scope of work.
5. If contracts are in place by April 15th, 2023, we would anticipate construction to begin May/June 2023.
6. Due to the lead times of the traffic signal related items, we would begin with the earthwork/roadwork portion of the project and plan to have it complete by July/August 2023.
7. It is reasonable to assume all traffic signal equipment will be received by August/September 2023. We then will install these items & have the project completed by September/October 2023.



Town of Bennett

207 Muegge Way Bennett,
 Colorado
 80102-7806
 (303) 644-3249
 (303) 644-4125 – FAX

INVITATION TO BID BID SCHEDULE

BID SCHEDULE: I-70 (EXIT304) / SH 79 INTERCHANGE IMPROVEMENTS

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
201-00000	Clearing and Grubbing	L S	1.00	\$ 12,650.00	\$ 12,650.00
202-00010	Removal of Tree	EACH	2	\$ 1,650.00	\$ 3,300.00
202-00090	Removal of Delineator	EACH	10	\$ 50.00	\$ 500.00
202-00210	Removal of Concrete Pavement	SY	1644	\$ 40.00	\$ 65,760.00
202-00220	Removal of Asphalt Mat	SY	1634	\$ 20.00	\$ 32,680.00
202-00700	Removal of Light Standard	EACH	2	\$ 1,000.00	\$ 2,000.00
202-00810	Removal of Ground Sign	EACH	5	\$ 210.00	\$ 1,050.00
202-00821	Removal of Sign Panel	EACH	1	\$ 345.00	\$ 345.00
202-01130	Removal of Guardrail Type 3	LF	330	\$ 11.00	\$ 3,630.00
202-04002	Clean Culvert	EACH	5	\$ 1,500.00	\$ 7,500.00
203-00010	Unclassified Excavation (Complete In Place)	CY	1003	\$ 107.00	\$ 107,321.00
203-00050	Unsuitable Material	CY	100	\$ 160.00	\$ 16,000.00
203-01100	Proof Rolling	HOUR	20	\$ 255.00	\$ 5,100.00
203-01597	Potholing	HOUR	100	\$ 225.00	\$ 22,500.00
207-00700	Topsoil (Onsite)	CY	485	\$ 94.00	\$ 45,590.00
207-00704	Subgrade Soil Preparation	SY	2909	\$ 28.00	\$ 81,452.00
208-00002	Erosion Log Type 1 (12 Inch)	LF	300	\$ 5.70	\$ 1,710.00
208-00020	Silt Fence	LF	1800	\$ 1.70	\$ 3,060.00
208-00046	Pre-fabricated Concrete Washout Structure (Type 1)	EACH	1	\$ 1,500.00	\$ 1,500.00
208-00075	Pre-fabricated Vehicle Tracking Pad	EACH	2	\$ 2,500.00	\$ 5,000.00
208-00103	Removal and Disposal of Sediment (Labor)	HOUR	8	\$ 150.00	\$ 1,200.00
208-00105	Removal and Disposal of Sediment (Equipment)	HOUR	8	\$ 150.00	\$ 1,200.00
208-00106	Sweeping (Sediment Removal)	HOUR	100	\$ 120.00	\$ 12,000.00
210-00810	Reset Ground Sign	EACH	13	\$ 300.00	\$ 3,900.00
210-01011	Reset Gate	EACH	1	\$ 1,800.00	\$ 1,800.00
210-04020	Modify Inlet	EACH	1	\$ 7,865.00	\$ 7,865.00
212-00706	Seeding (Native) Drill	ACRE	2	\$ 8,356.00	\$ 16,712.00
213-00002	Mulching (Weed Free Hay)	ACRE	1	\$ 1,576.00	\$ 1,576.00
213-00061	Mulch Tackifier	LB	162	\$ 1.80	\$ 291.60
216-00201	Soil Retention Blanket (Straw-Coconut) (Biodegradable Class 1)	SY	3365	\$ 3.60	\$ 12,114.00
217-00020	Herbicide Treatment	HOUR	8	\$ 150.00	\$ 1,200.00
240-00000	Wildlife Biologist	HOUR	8	\$ 143.00	\$ 1,144.00
304-06000	Aggregate Base Course (Class 6)	TON	1324	\$ 92.50	\$ 122,470.00
403-00721	Hot Mix Asphalt (Patching) (Asphalt)	SY	200	\$ 98.50	\$ 19,700.00
403-33841	Hot Mix Asphalt (Grading S) (100) (PG 64-22)	TON	496	\$ 162.00	\$ 80,352.00
403-34871	Hot Mix Asphalt (Grading SX) (100) (PG 76-28)	TON	165	\$ 171.00	\$ 28,215.00
412-00850	Concrete Pavement (8-1/2 Inch)	SY	1798	\$ 193.00	\$ 347,014.00
412-00870	Concrete Pavement (8-1/2 Inch) (Fast Track)	SY	315	\$ 230.00	\$ 72,450.00
412-02000	Concrete Safety Edge	LF	1350	\$ 10.00	\$ 13,500.00
503-00036	Drilled Shaft (36 Inch)	LF	57	\$ 875.00	\$ 49,875.00
603-01240	24 Inch Reinforced Concrete Pipe	LF	30	\$ 286.00	\$ 8,580.00
604-00305	Inlet Type C (5 Foot)	EACH	1	\$ 12,650.00	\$ 12,650.00
606-00302	Guardrail Type 3 (31 Inch Midwest Guardrail System)	LF	188	\$ 100.00	\$ 18,800.00
606-02003	End Anchorage (Nonflared)	EACH	2	\$ 5,400.00	\$ 10,800.00
612-00001	Delineator (Type I)	EACH	5	\$ 250.00	\$ 1,250.00
612-00003	Delineator (Type III)	EACH	1	\$ 250.00	\$ 250.00
612-00041	Delineator (Flexible) (Type I)	EACH	4	\$ 250.00	\$ 1,000.00

613-00206	2 Inch Electrical Conduit (Bored)	LF	355	\$ 28.00	\$ 9,940.00
613-00306	3 Inch Electrical Conduit (Bored)	LF	370	\$ 29.00	\$ 10,730.00
613-01200	2 Inch Electrical Conduit (Plastic)	LF	55	\$ 28.00	\$ 1,540.00
613-01300	3 Inch Electrical Conduit (Plastic)	LF	70	\$ 29.00	\$ 2,030.00
613-07199	Pull Box (Install Only)	EACH	4	\$ 1,250.00	\$ 5,000.00

BID SCHEDULE: I-70 (EXIT304) / SH 79 INTERCHANGE IMPROVEMENTS (Cont'd)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
613-10000	Wiring	L S	1	\$ 25,000.00	\$ 25,000.00
613-13000	Luminaire (LED) (Special)	EACH	3	\$ 1,500.00	\$ 4,500.00
613-80130	Service Meter Cabinet	EACH	1	\$ 11,654.00	\$ 11,654.00
614-00011	Sign Panel (Class I)	SF	18	\$ 40.00	\$ 720.00
614-00012	Sign Panel (Class II)	SF	37	\$ 40.00	\$ 1,480.00
614-00029	Sign Panel (Class II) (Install Only)	EACH	1	\$ 325.00	\$ 325.00
614-01573	Steel Sign Support (2-1/2 Inch Round NP-40)(Post & Slipbase)	EACH	2	\$ 650.00	\$ 1,300.00
614-70024	1310nm SFP Optic Module	EACH	2	\$ 468.00	\$ 936.00
614-70337	Traffic Signal Face (12-12-12) (Install Only)	EACH	11	\$ 350.00	\$ 3,850.00
614-72836	Conflict Monitor	EACH	1	\$ 3,500.00	\$ 3,500.00
614-72855	Traffic Signal Controller Cabinet	EACH	1	\$ 30,000.00	\$ 30,000.00
614-72866	Fire Preemption Unit and Timer	EACH	3	\$ 6,500.00	\$ 19,500.00
614-72887	Microwave Vehicle Radar Detector	EACH	4	\$ 12,000.00	\$ 48,000.00
614-81301	Traffic Signal-Light Pole (1 Mast Arm) (Install Only)	EACH	3	\$ 6,000.00	\$ 18,000.00
614-86248	Traffic Signal Controller (Type 2070LC)	EACH	1	\$ 8,500.00	\$ 8,500.00
614-86800	Uninterrupted Power Supply	EACH	1	\$ 8,500.00	\$ 8,500.00
614-87010	Fiber Optic Cable (Single Mode) (12 Fiber)	LF	1490	\$ 10.00	\$ 14,900.00
614-87012	Fiber Optic Termination Panel (12 Fiber)	EACH	1	\$ 1,821.00	\$ 1,821.00
614-87015	Buffer Tube Fan Out Kit	EACH	1	\$ 385.00	\$ 385.00
614-87320	Closed Circuit Television	EACH	1	\$ 8,500.00	\$ 8,500.00
614-87350	Test Fiber Optic Cable	L S	1	\$ 2,475.00	\$ 2,475.00
614-87512	Splice Fiber Optic Cable (12 Strand)	EACH	1	\$ 935.00	\$ 935.00
614-87692	Ethernet Switch Type II	EACH	1	\$ 8,500.00	\$ 8,500.00
620-00002	Field Office (Class 2)	EACH	1	\$ 28,000.00	\$ 28,000.00
620-00012	Field Laboratory (Class 2)	EACH	1	\$ 26,000.00	\$ 26,000.00
620-00020	Sanitary Facility	EACH	1	\$ 6,450.00	\$ 6,450.00
621-00450	Detour Pavement	SY	713	\$ 42.00	\$ 29,946.00
625-00000	Construction Surveying	L S	1	\$ 35,000.00	\$ 35,000.00
626-00000	Mobilization	L S	1	\$ 535,339.00	\$ 535,339.00
626-01114	Public Information Management (Tier IV)	DAY	150	\$ 52.00	\$ 7,800.00
627-00001	Pavement Marking Paint (Temporary)	GAL	13	\$ 83.00	\$ 1,079.00
627-00008	Modified Epoxy Pavement Marking	GAL	13	\$ 220.00	\$ 2,860.00
627-30405	Preformed Thermoplastic Pavement Marking (Word- Symbol)	SF	73	\$ 33.00	\$ 2,409.00
627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)	SF	157	\$ 28.00	\$ 4,396.00
630-00000	Flagging	HOUR	640	\$ 47.00	\$ 30,080.00
630-00003	Uniformed Traffic Control	HOUR	640	\$ 118.00	\$ 75,520.00
630-00006	Uniformed Traffic Control (Vehicle)	HOUR	640	\$ 41.50	\$ 26,560.00
630-00007	Traffic Control Inspection	DAY	35	\$ 430.50	\$ 15,067.50
630-00012	Traffic Control Management	DAY	80	\$ 1,987.00	\$ 158,960.00
630-80336	Barricade (Type 3 M-B) (Temporary)	EACH	8	\$ 154.00	\$ 1,232.00
630-80341	Construction Traffic Sign (Panel Size A)	EACH	65	\$ 61.00	\$ 3,965.00
630-80342	Construction Traffic Sign (Panel Size B)	EACH	22	\$ 72.00	\$ 1,584.00
630-80344	Construction Traffic Sign (Special)	SF	48	\$ 21.00	\$ 1,008.00
630-80355	Portable Message Sign Panel	EACH	7	\$ 3,619.00	\$ 25,333.00
630-80358	Advance Warning Flashing or Sequencing Arrow Panel (C Type)	EACH	2	\$ 2,046.00	\$ 4,092.00
630-80360	Drum Channelizing Device	EACH	100	\$ 28.00	\$ 2,800.00
630-80370	Barrier (Temporary)	LF	464	\$ 120.00	\$ 55,680.00
630-80380	Traffic Cone	EACH	50	\$ 9.00	\$ 450.00
630-80393	Stackable Vertical Panels	EACH	50	\$ 17.00	\$ 850.00
630-85010	Impact Attenuator (Temporary)	EACH	2	\$ 4,400.00	\$ 8,800.00
630-85041	Mobile Attenuator	DAY	80	\$ 894.00	\$ 71,520.00
Total of all unit price bid items					\$ 2,683,358.10

Grand Total: \$ 2,683,358.10



Town of Bennett

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

INVITATION TO BID SUBMISSION FORM

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

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

Attn: Purchasing/Daymon Johnson
Title: Director of Capital Projects
RFP: 23-001

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 %

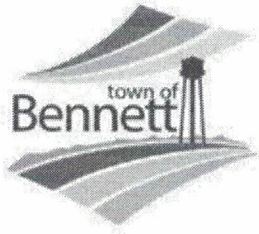
State total bid price (include all items bid)

\$2,683,358.10

State total bid price with discount

\$2,683,358.10

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



Town of Bennett

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

INVITATION TO BID

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:

Morton Electric, Inc.

NAME (Legal Name)

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

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

Morton Electric, Inc.

NAME (As it appears on invoice)

1049 Meadow Lane

ADDRESS

Pueblo, CO 81006

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

1049 Meadow Lane

STREET ADDRESS

Pueblo, CO 81006

CITY, STATE, ZIP

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number
OR

Federal Identification Number

_____-_____-_____
84 - 1482011

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

Check Appropriate Box:

- Corporation Partnership Government
- Individual/Sole Prop Non-Profit Organization Other _____

(Must explain)

CERTIFICATION

Under penalties of perjury, I certify that:

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

Signature 

Date 3-15-23

Print Name Joseph Morton Jr.

Telephone Number (719) 948-3097

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

- Merchandise Only Services Attorney
- Employee expense reimbursement Contract Labor Non Attorney
- Garnishment / Child Support Other (Explain)
- Damage awards & other reimb Sale of Land

Approved:

Town Administrator

Date

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.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Morton Electric, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 1049 Meadow Lane</p> <p>6 City, state, and ZIP code Pueblo, Colorado 81006</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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	4	8	2	0	1	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>3/30/22</u>
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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.

**COLORADO DEPARTMENT OF TRANSPORTATION
ANTI-COLLUSION AFFIDAVIT**

PROJECT NO.

STU 0704-248 / 23180R

LOCATION

Town of Bennett

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name Morton Electric, Inc.	By <i>Katelyn Morton</i>	Date <i>3-15-23</i>
	Title <i>Project Coordinator</i>	
2nd contractor's firm or company name. (If joint venture.)	By	Date
	Title	

Sworn to before me this *15th* day of, *March* 20*23*

Notary Public
[Signature]
My commission expires *05/07/2023*

MICHELLE L. BATES-STOUT
Notary Public
State of Colorado
Notary ID # 19984004340
My Commission Expires 05-07-2023

NOTE: This document must be signed in ink.

BIDDERS LIST

Project Name and Number	Project Code	Proposal Date	Contractor	Region
I-70 & SH79 Interchange STU 0704-248	23180R	3/15/2023	Morton Electric, Inc.	Region 1

Subcontractors/Suppliers/Vendors: The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

Firm Name	Email	Work Proposed (Select all that apply)	DBE (Y/N)	Selected (Y/N)
Solid Earth Civil Constructors	drakecarter@solidearth.co	Earth Work	Y	Y
Metro Pavers	chada@metropaversinc.com	Asphalt Paving	N	Y
Prime Milling	nberka@primemilling.com	Milling	N	Y
J.P. Jaquez Concrete	jpjaquezconcretellc@gmail.com	Concrete	Y	Y
Tendit Group Striping	jacobmayfield@tenditgroup.com	Striping	N	Y
Connection One Inc.	jstevens@connectiononeinc.com	Fiber	Y	Y
REKS Construction	rod@rekshdd.com	Boring	N	Y
Triple A Drilling LLC	tripleadrilling@gmail.com	Caisson Drilling	N	Y
Smith Environmental	jeffgoessling@smithdelivers.com	Environmental	N	Y
Legacy Traffic Management	jesse@legacytraffic.net	Traffic Control	Y	Y
Work Zone Traffic Control	aromero@workzonetrafficcontrol.com	Temp Barrier	N	Y

I certify that the information provided herein is true and correct to the best of my knowledge.

<i>Katelyn Morton</i>	<i>Katelyn Morton</i>	<i>Project Coordinator</i>	<i>3/15/23</i>
Name	Signature/Initials	Title	Date

- Work Proposed Categories:**
- 1. Materials and Supplies
 - 2. Flagging and Traffic Control
 - 3. Trucking and Hauling
 - 4. Precast Concrete, Foundations, and Footings
 - 5. Concrete Paving, Flatwork and Repair
 - 6. Lighting and Electrical
 - 7. Signs, Signal Installation, and Guardrail
 - 8. Fencing
 - 9. Buildings and Vertical Structures
 - 10. Utility, Water and Sewer Lines
 - 11. Structural Steel and Steel Reinforcement
 - 12. Riprap and Anchored Retaining Walls
 - 13. Landscape and Erosion Control
 - 14. Bridge and Bridge Deck Construction
 - 15. Asphalt Paving
 - 16. Road and Parking Lot Marking
 - 17. Chip Seal, Crack Seal, Joint Seal and Crack Fill
 - 18. Bridge Painting and Coating
 - 19. Stairway and Ornamental Metal
 - 20. Parking Lots and Commercial Sidewalks
 - 21. Clearing, Demolition, Excavation and Earthwork
 - 22. Engineering and Surveying Services
 - 23. Public Relations and Involvement
 - 24. Piles and Deep Foundations
 - 25. Waste Management and Recycling
 - 26. Site Clean Up
 - 27. Mechanical and HVAC
 - 28. Tunnel Construction
 - 29. Profiling and Grinding
 - 30. Environmental Health and Safety

This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot_hq_dbeforams@state.co.us.

ANTICIPATED DBE PARTICIPATION PLAN

Bidder:	Morton Electric, Inc.	Project:	I-70 and SH 79 Interchange
Contact:	Katelyn Morton	Project Code:	23180R
Phone:	719-948-3097	Date of Proposal:	3/15/2023
Email:	katelyn@morton-electric.com	Contract Goal:	15%
Preferred Contact Method:		Region:	Region 1

DBE Commitments

DBE Firm Name	Work to Be Performed	Commitment Amount	Eligible Participation
Legacy Traffic Management	Traffic Control	\$402,000.00	\$402,000.00
JP Jaquez Concrete	Concrete	\$395,000.00	\$395,000.00
Connection One Inc.	Fiber	\$30,000.00	\$30,000.00
Total Eligible Participation			\$827,000.00
Total Bid Amount			\$2,683,358.10
Total Eligible Participation Percentage			30.82%

Bidder Signature

This section must be signed by an individual with the authority to bind the Bidder. By signing this form, as an authorized representative of the Bidder, you declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best your knowledge. Further, you attest that you have read the Standard Special Provision Disadvantaged Business Enterprise Requirements and understand the following:

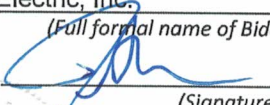
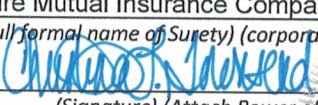
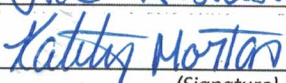
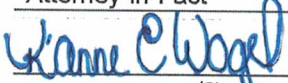
CDOT shall not award a contract until it has been determined that the contract goal has been met or that you have otherwise demonstrated good cause. Once your proposal has been submitted, commitments may not be modified or terminated without the approval of CDOT. If selected as the lowest apparent bidder, you shall submit a Form 1415 for each commitment listed above. If you have not met the contract goal, you will also be required to submit documentation of all good faith efforts to meet the contract goal.

It is your responsibility to ensure that the selected DBEs are certified for the work to be performed and that their eligible participation has been properly counted. For additional information and instructions on calculating eligible participation, see the Standard Special Provision Disadvantaged Business Enterprise Requirements.

<i>Katelyn Morton</i>	<i>Project Coordinator</i>	<i>Katelyn Morton</i>	<i>3-15-23</i>
Name	Title	Signature	Date

This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot_hq_dbeforams@state.co.us.

BID BOND (PENAL SUM FORM)

Bidder Name: Morton Electric, Inc. Address (principal place of business): 1049 Meadow Lane Pueblo, CO 81006	Surety Name: Amerisure Mutual Insurance Company Address (principal place of business): P.O. Box 9098 Farmington Hills, MI 48333-9098
Owner Name: Town of Bennett Address (principal place of business): 207 Muegge Way Bennett, Colorado 80102	Bid Project (name and location): State Highway 79 and I-70 Ramp Improvements, CDOT Project No. STU 0704-248, Project Code: 23180R Bid Due Date: March 15, 2023
Bond Penal Sum: Five Percent (5%) of Total Amount Bid Date of Bond: March 15, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Morton Electric, Inc. <i>(Full formal name of Bidder)</i>	Surety Amerisure Mutual Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>Joseph A. Morton</u> <i>(Printed or typed)</i>	Name: <u>Christina L. Townsend</u> <i>(Printed or typed)</i>
Title: <u>Vice President</u>	Title: <u>Attorney-in-Fact</u>
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: <u>Katelyn Morton</u> <i>(Printed or typed)</i>	Name: <u>K'Anne E. Vogel</u> <i>(Printed or typed)</i>
Title:	Title: <u>Witness to Surety</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

TIMOTHY J. BLANCHARD, ANDREW P. WALTERS, CHRISTINA L. TOWNSEND, K'ANNE E. VOGEL,
ASHLEY K. ANDERSON, NIKKI M. MOSBRUCKER, JENNIFER J. WALKER, NICOLE LEE McGUIRE,
ROBERT CHARLES TORREZ and TERRI L. REESE

its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

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

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By: Michael A. Ito
Michael A. Ito, Senior Vice President
By: Aaron Green
Aaron Green, Vice President

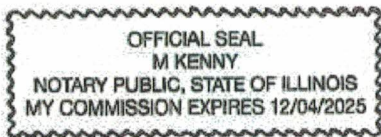


IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of April, 2022.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 12th day of April, 2022, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny
M. Kenny, Notary Public

I, Shannon K. Anderson, the duly elected Vice President, General Counsel & Corporate Secretary of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of March, 2023.

Shannon K. Anderson

Shannon K. Anderson, Vice President, General Counsel & Corporate Secretary

Suggested Motion

I move to authorize the Mayor and the Town Bennett to enter into a standard Town contract agreement with Morton Electric, Inc. in an amount not to exceed \$2,683,358.10 for the construction of the Highway 79 and I-70 Interchange and Ramp Improvements project.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Robin Price, Public Works Director
DATE: March 28, 2023
SUBJECT: RFQ 23-001 – On-Call Trade Services

Background

The goal of the RFQ (Request for Qualifications) is to establish a roster of contractors that can provide construction trade services to the Town on an as-needed basis. The Town invited qualified contractors to submit proposals to provide on-call services in the trade categories including concrete work, electrical, fencing gate/installation, grading work, HVAC & plumbing, landscaping and irrigation, painting, paving work, roofing, snow removal, trash haul off and pickup, wet utilities, playground/park equipment, and building/facility improvements.

The selected contractors will perform services on an as-needed basis as may be requested by the Town at a variety of sites throughout the Town. Project values will not exceed \$100,000 per project. Task orders will include specific project requirements and a scheduled price. The On-Call contract does not authorize any specific work or constitute a guarantee that any work will be assigned to a contractor.

Summary of RFQ

The On-Call Trade Services RFQ was posted on Bidnet as well as the Town website on February 13, 2023 and the RFQ was due on March 9, 2023. The Town had 15 qualified proposals in varying trades. All trades in the scope of work that was outlined in the RFQ were represented. All contractors included in the proposal the statement of qualification as well as team project, experience and references of other work that has been done by their firm. Town of Bennett Staff has worked with 13 out of the 15 contractors that provided RFQ submittals.

Below is the list of contractors and their specific trade.

Company	Trade
A to Z Recreation, LLC	Playground/Park Equipment
Aardvark Excavating, LLC	Concrete work, grading, paving, snow removal, wet utilities
Alpine Civil Construction, Inc.	Concrete, grading, paving and utilities
Alpine Roofing, LTD	Roofing
BrightView Landscaping Services, Inc.	Landscaping, irrigation, snow removal
Dan's Custom Construction, Inc.	Concrete work, grading, paving, wet utilities, building/facility improvements, painting, electrical
Denver Best Concrete, LLC	Concrete, paving work

Elite Plumbing, LLC	Plumbing
Kuhn Construction, Inc.	Concrete work, grading, paving, snow removal, wet utilities
Petre Electric, Inc.	Electrical
Southwestern Painting	Painting, building, facility improvements
SSL Choice, LLC	Fencing/Gate Installation
Just Be You, Inc. DBA Star Playgrounds	Playground/Park Equipment
Stone Construction, Inc.	Building, facility improvements
Weifield Group Contracting	Electrical

Staff Recommendation

Based on the qualifications of all RFQ bids, Town Staff recommends the Board authorize the Mayor and the Town of Bennett to enter into an agreement for on-call construction trade services with A to Z Recreation, LLC, Aardvark Excavating, LLC, Alpine Civil Construction, Inc., Alpine Roofing, LTD, BrightView Landscaping Services, Inc., Dan’s Custom Construction, Inc., Denver Best Concrete, LLC, Elite Plumbing, LLC, Kuhn Construction, Inc., Petre Electric, Inc., Southwestern Painting, SSL Choice, LLC, Just Be You, Inc. DBA Star Playgrounds, Stone Construction, Inc., and Weifield Group Contracting.

Attachments

1. RFQ 23-001 On-Call Trade Services
2. A to Z Recreation, LLC
3. Aardvark Excavating, LLC
4. Alpine Civil Construction, Inc.
5. Alpine Roofing, LTD
6. BrightView Landscaping Services, Inc.
7. Dan’s Custom Construction, Inc.
8. Denver Best Concrete, LLC
9. Elite Plumbing, LLC
10. Kuhn Construction, Inc.
11. Petre Electric, Inc.
12. Southwestern Painting
13. SSL Choice, LLC
14. Just Be You, Inc. DBA Star Playground
15. Stone Construction, Inc.
16. Weifield Group Contracting

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

[RFQ Submission Form](#) OR
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: RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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 contractors interested in providing on-call services for the Town in the various construction trades listed in Section III. ("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Qualifications ("RFQ").

II PROJECT DESCRIPTION

The goal of the RFQ is to establish a roster of contractors that can provide construction trade services to the Town on an as-needed basis. Therefore, the Town invites qualified contractors to submit proposals to provide on-call services in the trade categories listed in Section III. The Town intends to select three contractors in each category of service but reserves the option to award single or multiple contracts and may award more than one category of service to one contractor. On-call contracts will have a term of one-year, which may be extended for additional terms.

III SCOPE OF WORK

- A. The Town is seeking Proposals from contractors in the following trades:
 - a. Concrete work
 - b. Electrical
 - c. Fencing/Gate Installation
 - d. Grading work
 - e. HVAC & Plumbing
 - f. Landscaping and Irrigation
 - g. Painting
 - h. Paving work
 - i. Roofing
 - j. Snow removal
 - k. Trash haul off and pickup
 - l. Wet utilities
 - m. Playground/Park Equipment
 - n. Building/Facility Improvements

- B. The selected contractors will perform services on an as-needed basis as may be requested by the Town at a variety of sites throughout the Town. Project values will not exceed \$100,000 per project. Selected contractors shall provide all necessary personnel, labor, materials and equipment to accomplish assigned projects. Work will be awarded by issuing task orders under the on-call contract. Task orders will include specific project requirements, a schedule and price. Proposers should note that that issuance of an on-call contract does not authorize any specific work or constitute a guarantee that any work will be assigned to a contractor.

RFQ INSTRUCTIONS

I QUESTIONS ABOUT RFQ

All technical inquiries regarding this RFQ shall be made in writing to **Robin Price rprice@bennett.co.us** no later than five (5) days before Proposals are due. Non-technical inquiries may be directed to **Finance Department (Danette Ruvalcaba, druvalcaba@bennett.co.us)**

II AMENDMENTS TO RFQ

The Town reserves the right to amend this RFQ 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 and average number of employees
 - 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. Experience of the firm reflecting technical capabilities, project experience in conjunction with projects of this nature, and addressing the scope of services.
4. The name, organization and phone numbers of three clients (preferably municipal or other public entities) who may be contacted and who have worked with the proposed primary contract.
5. Fee schedule, including hourly rates for key personnel and equipment. Provide a maximum escalation factor that will be applied to future years of the contract.
6. Signed copy of the cover page of this RFQ (page 1 of this RFQa)
7. Completed Pricing Form (form attached or include your pricing form with hourly and weekend hourly rate)
8. Completed Sample W-9 (form attached)
9. List any requested deviations from the attached Sample Agreement

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL QUALIFICATIONS

One (1) copy of the Proposal shall be submitted via [RFQ Submission Form](#), hand-delivery or mail to:

Town of Bennett
Attn: **Robin Price**
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email:

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

For emailed Proposals, include the RFQ title in the subject line. **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 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. Hourly Rates of Personnel/Equipment
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.

February 13, 2023	Issue Request for Proposal
March 9, 2023	Proposal Submittal Deadline
March 9, 2023	Bid Opening (Please Note: Not a Public Opening!*)
March 29, 2023	Award Notification
March 31, 2023	Award Contract

TERMS AND CONDITIONS

- 1. Responses to RFQ.** 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 RFQ 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 RFQ 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 RFQ, to make and issue modifications to the RFQ 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 RFQ, 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 RFQ, 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 RFQ, 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 RFQ for a minimum period of five (5) years prior to the date of this RFQ. 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.

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 (Can use this form or provide your own pricing form, include Hourly Rate and Weekend Hourly Rate)

PRICING (FOR EACH PARTICIPANT)

ITEM	Hourly Rate	Hourly Rate	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	Weekend	Rate			
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
			Total		\$0.00

Not to Exceed Total:

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

Vendor# _____

1 NAME OF FIRM:

NAME (Legal Name)

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

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

NAME (As it appears on invoice)

ADDRESS

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

STREET ADDRESS

CITY, STATE, ZIP

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____-_____-_____

OR

Federal Identification Number _____-_____

Name of Business Owner (please print) _____

Check Appropriate Box:

- Corporation Partnership Government
- Individual/Sole Prop Non-Profit Organization Other

(Must explain)

CERTIFICATION

Under penalties of perjury, I certify that:

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

Signature _____

Date _____

Print Name _____

Telephone Number () _____

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

- Merchandise Only Services Attorney
- Employee expense reimbursement Contract Labor Non Attorney
- Garnishment / Child Support Other (Explain)
- Damage awards & other reimb Sale of Land

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

AGREEMENT FOR ON-CALL CONSTRUCTION TRADE SERVICES

This Agreement, is made and entered this _____ day of _____, 20____ (the “Effective Date”) by and between the Town of Bennett (“Town”), a Colorado municipal corporation and _____ [insert Contractor’s legal name] (“Contractor”).

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work.** a. The Contractor agrees to provide the Town with the following on-call construction trade services: _____, as requested in writing by the Town in accordance with the terms of this Agreement (the “Work”).

b. No Work shall be commenced until the parties develop and agree to one or more written task orders specific to the Work to be performed (the “Task Order”) and, if requested by the Town, until after a meeting of the Contractor and Town representatives. No such Task Order shall be effective until signed by the Town and Contractor. The Town shall have no obligation to pay the Contractor for work done without a written Task Order.

c. The Contractor shall finally complete each Task Order in a thorough and workmanlike manner in every respect to the satisfaction and approval of the Town, within the time specified in the Task Order. Prompt completion of the Work is essential to the Town, and time is of the essence in all respects regarding this Agreement and the Work.

d. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

2. **Non-Exclusivity.** The parties agree the Town is not obligated to use Contractor for any specific project or for any projects at all during the term of this Agreement. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

3. **Term and Renewal.** a. This Agreement shall be effective as of the Effective Date and shall extend for one year, unless earlier terminated pursuant to this Agreement. Upon completion of the initial one-year term, the Agreement will automatically extend for up to _____ additional one-year terms, unless, at least sixty (60) days prior to the renewal date, either party gives the other party written notice of its intent not to renew the Agreement.

b. 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. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

4. Compliance and Licensing. a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the Work, such as barricading and traffic control, in accordance with the requirements of the Town.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the Town of Bennett.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the Town of Bennett in accordance with the Bennett Municipal Code and shall pay the required fees for such license.

d. Contractor shall at all times keep the Work sites free from accumulation of waste, materials or rubbish caused by Contractor's operations and shall at all times maintain a neat and orderly work area as required by Town. At the completion of the Work, the Contractor shall remove all such waste, materials and rubbish from and about the work sites, as well as Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall comply with any and all provisions of applicable law with respect to the transportation, handling, use, storage, disposal, removal and disposal of hazardous material, hazardous substances or hazardous waste in accordance with all applicable law or governmental regulations, including any governmental order or requirement for cleanup or remedial work arising out of Contractor's transportation, handling, use, storage or disposal of such hazardous materials.

e. Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Work site at all times during performance of the Work. The superintendent shall represent the Contractor and communications given to the superintendent shall be binding as if given to the Contractor. Contractor shall not employ a proposed superintendent to whom the Town has made reasonable and timely objection. Contractor shall not change the superintendent without the Town's consent, which shall not unreasonably be withheld or delayed. The Town reserves the right to revoke its acceptance of the superintendent at any time on the basis of a reasonable objection. Upon such revocation, the Contractor shall submit an acceptable replacement for the rejected superintendent.

5. Compensation. a. The Town agrees to compensate Contractor for the Work (including labors and materials) in the amounts specified in the Task Order specific to the Work to be performed. This amount shall be inclusive of all costs of whatsoever nature associated with the

Contractor's services. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

b. By the 25th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the Work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these contract documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may not be included for payment at the discretion of the Town.

6. Scope of Payment. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The Town's payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the Town so elects, until the Contractor shall satisfy the Town that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The Town may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the Town may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the Town in lieu of the bond so executed by such surety.

7. Observation of All Laws. It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

8. Contractor's Responsibility for Work. Until the final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by Town, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

9. Termination of Contractor's Responsibility. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by Town in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

10. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the 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, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. 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.

11. Insurance and Bonds. a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by Town. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. 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. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for

contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.

c. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. 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 Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be completed by the Contractor's insurance agent 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. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy.

e. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which 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 monies due to Contractor.

f. The parties hereto 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.

g. If the price set forth in the Task Order exceeds \$50,000 and unless waived by the Town, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but

not limited to the guaranty period provided in this Agreement. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the Town and executed by such sureties licensed to conduct business in Colorado that are acceptable to the Town.

12. Evidence of Satisfaction of Liens. Contractor shall provide Town with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. section 38-26-101 et seq.

13. Acceptance of Work. No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by Town or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

14. Guaranty of Work. Contractor agrees to guarantee all Work under this Agreement for five years from the date of final acceptance by the Town. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by Town, then the Contractor shall, when notified by Town, immediately place such guaranteed Work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such guaranty, except that Town shall not have any work performed independently to fulfill such guaranty and require Contractor to pay Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

15. Timing of Change Orders. The Town shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner. Contractor shall provide all supporting documentation for any requested change order prior to Town action thereon.

16. No Assignment. This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the Town.

17. Governing Law. This Agreement shall be deemed entered into in Adams County, Colorado, and shall be governed by the laws of the State of Colorado. 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.

18. Equal Opportunity Employer. a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

19. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

20. Execution. The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this _____ day of _____, 20____.

TOWN OF BENNETT

CONTRACTOR:

By:_____

By:_____

Title:_____

ATTEST:

Town Clerk

ACKNOWLEDGEMENT (Contractor)

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this ____ day of _____, 20__.

Witness my hand and official seal.

My commission expires on: _____

(SEAL)

Notary Public

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

[RFQ Submission Form](#) OR
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: RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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: A to Z Recreation Fax: n/a
Address: PO BOX 626 City/State: Littleton, CO Zip: 80160
Contact Person: Michael Muriett Title: Sales Phone: 480-229-9895
Authorized Representative's Signature:  Phone: 303-601-7245
Printed Name: Brandon Smith Title: President Date: 2/24/2023
Email Address: office@atozrec.com

A TO Z RECREATION

Team Resumes



Brandon Smith
President
A to Z Recreation

Brandon Smith is an Industrial Designer with almost 20 years of experience in the playground industry. He graduated from Auburn University with a degree in Industrial Design from the Architecture department, which has influenced his experience in design. In fact, he worked in the playground industry as a designer for many years before moving to Colorado in 2004, and he understands playgrounds from various perspectives as a result. Brandon's background in both product and layout design can help you to create a distinct playground to enrich the lives of children in your community.



Josh Anzulewicz
Sales Representative/Designer
A to Z Recreation

Josh started working with AtoZ Recreation in 2017 and has been immersed in the outdoor recreation industry since his graduation from Colorado State University's Landscape Architecture program in 2005. His experience in design projects of varying scales from large casino resorts to local community gardens lends itself to the diverse mix of ventures we work through with our partners at AtoZ. Josh has great Project Management experience which includes running the local hockey program, leading a multi-year transformation of the landscape at his church, and supporting local programs with big, great, far-reaching goals.



Michael Muriett
Sales Representative/Designer
A to Z Recreation

Michael has experience planning playground and park projects in varying scale from public parks & gardens to school playgrounds. He has served the Northeast Colorado since 2020 in the Denver Metropolitan area, and he serves the Northeast Colorado area, Denver, and Aurora providing unique learning experiences to creatively meet different user needs. He also has previous experience as a Burke sales representative serving Play It Safe Playgrounds in Arizona. He is very knowledgeable in all business aspects of purchasing and customer service in the field of park and recreation products.



Lin Rudy
Office Manager
A to Z Recreation

Lin has been working with A to Z Recreation for over four years and within the playground industry here in Colorado since 2014. She comes to us with an extensive background in customer service, finance, information technology, and human resources. She has served on the board of multiple non-profits, which gives her a true appreciation of the importance of working within a budget, and also how grants can mean a world of change to non-profit organizations and also to entire communities. If your community is looking into grants to build a new playground, she is a great resource.



A TO Z RECREATION



Assigned Personnel

Proposed Project Team

LEAD:

Michael Muriett - Playground Designer
480-229-9895
michael@atozrec.com

SCHEDULING:

Brandon Smith - Play Advocate & President
303-601-7245
Brandon@atozrec.com

BILLING:

Lin Rudy – Office Manager
303-670-3181
Lin@atozrec.com

ON-SITE CONTACT:

Paul Gibson – Playco Park Builders
720-737-1334
paul@playcoparkbuilders.com

PUBLIC OUTREACH:

Audrey Smith – Marketing
303-829-1858
Audrey@atozrec.com





A TO Z RECREATION

Qualifications

As a group we have over 50 years combined experience with playgrounds in Colorado and know the specific challenges our area brings. Your lead, Michael Muriett, has designed hundreds of playgrounds and brings his unique perspective and knowledge to each project, which is invaluable as a great install begins with a great design. On scheduling, billing, and outreach we have again seen it all and are well prepared to help you through the process. Our onsite lead Paul Gibson has over 17 years of experience installing play spaces in Colorado and has a crew that has been with him for years that boasts over 50 years of combined experience and understands Colorado, are CPSI certified, and take pride in their work.

References

Please see pages which follow

COVID-19

A to Z and our subcontractors/consultants shall comply with all state, county, and local laws, ordinances, and public health orders established to reduce the spread of COVID-19, as applicable. We shall ensure employees and subcontractors/subconsultants with COVID-19 symptoms do not report to the job site. Our staff is prepared to wear all standard worksite personal protective equipment (PPE). In addition, individuals should wear a mask or cloth face covering consistent with local public health recommendations and other applicable safety requirements. We are well prepared for COVID by allowing all our personnel to work remotely. We are fortunate that our work takes us outside most of the day and as such we were able to complete projects throughout the pandemic in 2020. We are always upfront about any potential supply disruptions and are always working to be prepared for any eventuality. If public outreach is allowed, we are comfortable to mask up and meet the public.

Distinguishing Information

As a local Colorado playground group, we hope to provide a personal experience for our clients and take great pride in our projects as we plan to see them for years to come. We feel we have teamed up with the best manufacturers and installers in the business, who are also known for exceptional service, so together we can create a stress-free experience for our clients. In addition, we feel we have some of the best variety of equipment combined with the best warranties in Colorado and feel we can create a unique space that also provides years of security as the products we work with are backed up with outstanding guarantees. We feel the combo of exceptional customer service, superb quality, and a commitment to the future would make us a great fit for this project.

P.O. Box 626, Littleton, CO 80160

Voice 303-670-3789

www.AtoZRecreation.com info@atozrecreation.com



A TO Z RECREATION CURRENT PROJECT REFERENCES

Project Manager: Michael Muriett

michael@atozrecreation.com

Project Name, Location, Brief Description	Owner's Name, Address & Telephone:	Cost of Work:	Projected Completion:
Project Name: North Range Village Project Location: Commerce City, CO Scope: Design, Supply, Installation Playground Equipment (Burke, PIP, EWF)	Wolfersberger LLC Annemarie Tucker atucker@wolfersbergerllc.com	150K	Feb 2022
Project Name: Independence Elementary Project Location: Aurora, CO Scope: Design, Supply, Installation Playground Equipment (Burke, PIP, EWF)	Cherry Creek School District Kolin Johnston – Manager, Facility Ops 9301 E Union Ave Greenwood Village, CO 80111 720-554-4508	\$249K	Summer 2022
Project Name: Greeley West Park Renovation Project Location: Greeley, CO Scope: Design, Supply, Installation Playground Equipment (Burke, EWF)	City of Greeley Clint Anders 3900 W 22 nd Street Greeley, Co 970-336-4180	\$261K	May 2022
Project Name: High Ridge Park Project Location: Aurora, CO Scope: Design, Supply, Installation Playground Equipment (Burke, IDSculpture, PIP, EWF)	Architerra Kendrick Wyman 16840 Caley Dr Aurora, CO 80016 720-334-6216	\$280K	April 2022
Project Name: Rolling Hills Elementary Project Location: Aurora, CO Scope: Design, Supply, Installation Playground Equipment (Burke)	Cherry Creek School District Kolin Johnston – Manager, Facility Ops 9301 E Union Ave Greenwood Village, CO 80111 720-554-4508	\$132K	Completed Nov 2021
Project Name: Elwell Elementary Project Location: Johnstown, CO Scope: Design, Supply, Installation Playground Equipment (Burke, PIP, EWF)	Sampson Construction Don Mohr 155 Silverbell Dr Johnstown, CO 80534 970-203-0076	\$475K	June 2022
Project Name: Conestoga Park Project Location: Ault, CO Scope: Design, Supply, Installation Playground Equipment (Burke, Surface America PIP Surfacing)	Ripley Design Stephanie Hansen stephanie@ripleydesigninc.com (970) 227-5828	\$134K	Completed Nov 2021





March 6, 2023

Robin Price
Town of Bennett
Town Hall, 207 Muegge Way
Bennett, CO 80102-7806

RE: RFQ On Call Trade Services

Required reference contact information:

City of Greeley
Clint Anders 970-336-4180

Cherry Creek School District
Kolin Johnston 720-554-4508

Architerra
Kendrick Wyman 720-334-6216

Michael Muriett, Sales Representative





March 6, 2023

Robin Price
Town of Bennett
Town Hall, 207 Muegge Way
Bennett, CO 80102-7806

RE: RFQ On Call Trade Services

Dear Robin:

In regards to fee schedules and hourly rates for personnel and equipment, A to Z Recreation does not operate on hourly rates. Our design services, renderings, site assessments, and other preliminary services are all free of charge. Once a job is approved or awarded, those costs are considered part of the project for us at no expense to the customer. Our install services are calculated on a percentage of equipment basis when bidding or working a job so there is separate hourly rate or fee schedule for those services. Essentially, any project pricing bid by A to Z Recreation will be inclusive of all services. Any cost changes or deviations during a project are discussed with the client and addressed to a mutually agreed change order.

Sincerely,

Michael Muriett, Sales Representative



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. A TO Z RECREATION, 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S 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. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 626	
	6 City, state, and ZIP code LITTLETON, CO 80160	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
[][][] - [][] - [][][][][][]	
or	
Employer identification number	
4 7 - 5 1 0 7 8 9 3	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 4/5/2022
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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.

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance:
Project Number:
RFQ Title:
Proposals Due:
Submit Proposals to:

2-13-23
23-001
On-Call Trade Services
3/09/2023 10:00 a.m., Local Time

[RFQ Submission Form](#) OR
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:

- RFQ Cover Sheet
- Project Background and Specifications
- RFQ Instructions
- Terms and Conditions
- Special Terms and Conditions
- Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
- 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 RFQ 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 RFQ, 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: Aardvark Excavating Fax: _____
Address: 410 S. Dutch Valley City/State: Bennett CO Zip: 80102
Contact Person: Troy Title: owner Phone: 303-906-2157
Authorized Representative's Signature: _____ Phone: _____
Printed Name: Troy Rantwin Title: owner Date: 2-22-23
Email Address: AardvarkExc@Live.com

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.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above <i>Hardwork Excavating LLC</i></p> <p>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.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. <i>4105 Dutch Valley RD</i></p> <p>6 City, state, and ZIP code <i>Bennett CO 80102</i></p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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	
45 - 2468456	

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 ▶	Date ▶ <i>3-6-23</i>
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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.

March 7,2023

Aardvark Excavating, LLC
410 S. Dutch Valley Rd
Bennett, CO 80102
303/906-2157

Aardvark Excavating, LLC has been in business since 2006, providing commercial, and residential utility excavation in front range Colorado. We are a team that provides a vast knowledge of excavation and utility services. We wish to highlight several aspects of our company and experience which we feel will provide exceptional value to you on this project.

Most to all personnel is locally based, with 50+ years of excavation experience. Key project personnel reside in the Bennett, CO area available 95% of the time.

The team include reputable employees who have been with the company on average 6+ years, working on multiple projects such as: sewer main extension through the town of Bennett for LGI homes, and 2 housing projects for LGI and DR Horton within the town of Bennett, the storm drain at Trupp Park, as well as smaller utility and grading projects for the town of Bennett, and other utility projects in other towns and municipalities to include Ft. Lupton, Aurora, and Littleton. These were completed on time and within contracted budget.

Material availabilities will be a factor to the start and completion date of this project.

Our goal is to build a high level of service, and our team is well qualified to provide this. We are a collaborative company, and you will find us to be a valuable and effective part of the project.

Thank you for the opportunity to provide you with our qualifications.
Sincerely

Troy Troutwine
Aardvark Excavating, LLC
Owner/operator



Aardvark Excavating LLC

410 S Dutch Valley rd
 Bennett, CO 80102
 (303) 906-2157
 aardvarkexc@live.com

Estimate

ADDRESS

Town of Bennett

ESTIMATE # 1379

DATE 02/22/2023

EXPIRATION DATE 02/22/2023

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/22/2023	Labor Wheel loader 195.00hr. 390.00 hr emergency or after hours 20 ton excavator 225.00hr 450hr emergency or after hours 15 ton excavator 200.00hr 400hr emergency or after hours 5 ton excavator 150.00hr 300hr emergency or after hours Backhoe 175.00hr 350hr emergency or after hours Skidsteer 135.00hr 270hr emergency or after hours Dozer 175.00hr 350hr emergency or afterhours Motorgrader 195.00hr 390.00 emergency or after hours Tandem dump 85.00hr 170hr emergency or after hours Lowboy 125.00hr 250.00 emergency or after hours Labor 65.00hr 130.00hr emergency or after hours Concrete sawing 125.00hr 250.00hr emergency or after hours	1	0.00	0.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
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RGQ 23-001

Add 100.00 per hour for holidays for all rates

All equipment will have a 4hr minimum and mobilization charge per call out

TOTAL **\$0.00**

Accepted By

Accepted Date

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

[RFQ Submission Form](#) OR
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: RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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: Alpine Civil Construction, Inc. Fax: N/A
Address: 13323 South Cherry Circle City/State: Thornton/Colorado Zip: 80241
Contact Person: Tracy Hansen Title: Treasurer Phone: 303.886.4895
Authorized Representative's Signature: *Matt Varholdt* Phone: 720.285.6013
Printed Name: Matt Varholdt Title: Vice President Date: 2/14/23
Email Address: tracy@alpine-civil.com / matt@alpine-civil.com

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from contractors interested in providing on-call services for the Town in the various construction trades listed in Section III. ("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Qualifications ("RFQ").

II PROJECT DESCRIPTION

The goal of the RFQ is to establish a roster of contractors that can provide construction trade services to the Town on an as-needed basis. Therefore, the Town invites qualified contractors to submit proposals to provide on-call services in the trade categories listed in Section III. The Town intends to select three contractors in each category of service but reserves the option to award single or multiple contracts and may award more than one category of service to one contractor. On-call contracts will have a term of one-year, which may be extended for additional terms.

III SCOPE OF WORK

- A. The Town is seeking Proposals from contractors in the following trades:
 - a. Concrete work
 - b. Electrical
 - c. Fencing/Gate Installation
 - d. Grading work
 - e. HVAC & Plumbing
 - f. Landscaping and Irrigation
 - g. Painting
 - h. Paving work
 - i. Roofing
 - j. Snow removal
 - k. Trash haul off and pickup
 - l. Wet utilities
 - m. Playground/Park Equipment
 - n. Building/Facility Improvements

- B. The selected contractors will perform services on an as-needed basis as may be requested by the Town at a variety of sites throughout the Town. Project values will not exceed \$100,000 per project. Selected contractors shall provide all necessary personnel, labor, materials and equipment to accomplish assigned projects. Work will be awarded by issuing task orders under the on-call contract. Task orders will include specific project requirements, a schedule and price. Proposers should note that that issuance of an on-call contract does not authorize any specific work or constitute a guarantee that any work will be assigned to a contractor.

RFQ INSTRUCTIONS

I QUESTIONS ABOUT RFQ

All technical inquiries regarding this RFQ shall be made in writing to **Robin Price rprice@bennett.co.us** no later than five (5) days before Proposals are due. Non-technical inquiries may be directed to **Finance Department (Danette Ruvalcaba, druvalcaba@bennett.co.us)**

II AMENDMENTS TO RFQ

The Town reserves the right to amend this RFQ 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 and average number of employees
 - 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. Experience of the firm reflecting technical capabilities, project experience in conjunction with projects of this nature, and addressing the scope of services.
4. The name, organization and phone numbers of three clients (preferably municipal or other public entities) who may be contacted and who have worked with the proposed primary contract.
5. Fee schedule, including hourly rates for key personnel and equipment. Provide a maximum escalation factor that will be applied to future years of the contract.
6. Signed copy of the cover page of this RFQ (page 1 of this RFQa)
7. Completed Pricing Form (form attached or include your pricing form with hourly and weekend hourly rate)
8. Completed Sample W-9 (form attached)
9. List any requested deviations from the attached Sample Agreement

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL QUALIFICATIONS

One (1) copy of the Proposal shall be submitted via [RFQ Submission Form](#), hand-delivery or mail to:

See documents added to the end of this RFQ.

Town of Bennett
Attn: **Robin Price**
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email:

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

For emailed Proposals, include the RFQ title in the subject line. **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 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. Hourly Rates of Personnel/Equipment
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.

February 13, 2023	Issue Request for Proposal
March 9, 2023	Proposal Submittal Deadline
March 9, 2023	Bid Opening (Please Note: Not a Public Opening!*)
March 29, 2023	Award Notification
March 31, 2023	Award Contract

TERMS AND CONDITIONS

- 1. Responses to RFQ.** 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 RFQ 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 RFQ 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 RFQ, to make and issue modifications to the RFQ 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 RFQ, 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 RFQ, 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 RFQ, 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 RFQ for a minimum period of five (5) years prior to the date of this RFQ. 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.

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 (Can use this form or provide your own pricing form, include Hourly Rate and Weekend Hourly Rate)

PRICING (FOR EACH PARTICIPANT)

ITEM	Hourly Rate	Hourly Rate	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	Weekend	Rate			
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
			Total		\$0.00

Not to Exceed Total:

2023 T&M Rates Provided Below.



2023 LABOR RATES

CODE	CLASS/TYPE	STANDARD	PREMIUM
PM01	Project Manager	\$ 171.69	\$ 257.53
PE01	Project Engineer	\$ 139.78	\$ 209.67
TDR01	Truck Driver CDL	\$ 98.53	\$ 147.79
SPT01	Superintendent	\$ 139.78	\$ 209.67
FRM01	Foreman	\$ 103.32	\$ 154.98
GRDCKR01	Grade Checker - Surveyor	\$ 101.80	\$ 152.70
OPR01	Equipment Operator, Light Equipment	\$ 97.24	\$ 145.86
OPR02	Equipment Operator, Medium Equipment	\$ 101.80	\$ 152.70
OPR03	Equipment Operator, Heavy Equipment	\$ 101.80	\$ 152.70
OPR04	Equipment Operator, Specialized	\$ 103.32	\$ 154.98
FIN01	Finisher Carpenter	\$ 97.24	\$ 145.86
PL01	Pipe Layer	\$ 97.24	\$ 145.86
AS01	Asphalt Screed	\$ 97.24	\$ 145.86
CLAB01	Common Ground Laborers	\$ 80.53	\$ 120.79

Labor/Operator Rate Included in Equipment Rate(s) Below

2023 EQUIPMENT RATES

CODE	CLASS/TYPE	EQUIPMENT & OPERATOR	STANDARD	PREMIUM
ASPV	ASPHALT PAVER	Asphalt Road Paver - (8 Man Crew Included)	\$ 1,889.40	\$ 2,489.40
ASROLL	ASPHALT ROLLER	Asphalt 60"+ Roller	\$ 258.34	\$ 309.24
ASPN	ASPHALT PNEUMATIC	Asphalt Pneumatic Compactor	\$ 258.34	\$ 309.24
TAC1	OIL TACK TRUCK	Tack Truck - Oil Emulsifier	\$ 179.62	\$ 230.52
ASSVTRK	ASPHALT SERVICE TRUCK	Service Truck - Asphalt Paving Op	\$ 158.26	\$ 209.16
PVRXT	GOMACO EXTREME	Gomaco Concrete Paver Extreme w/ TopCon - Commander Series - (8 Man Crew Included)	\$ 2,197.29	\$ 2,797.29
PVR	GOMACO	Gomaco Concrete Paver 6300 - Commander Series - (8 Man Crew Included)	\$ 1,713.86	\$ 2,313.86
GRDR	GRADER/BLADE 772	Grader/Blade 772 Series	\$ 303.48	\$ 354.38
GRDRTC	GRADER/BLADE 772GP	Grader/Blade 772GP Series With TopCon	\$ 361.00	\$ 411.90
SCPR	SCRAPER	Scraper - 613-623	\$ 384.41	\$ 435.31
DZ46	DOZER D4/6	Dozer - D4/6	\$ 313.20	\$ 364.10
DZ850	DOZER 850TC	Dozer - 850 With TopCon	\$ 506.58	\$ 557.48
HTRK	31 TON HAUL TRUCK	31 Ton Haul Truck	\$ 258.34	\$ 309.24
LDR	FRONT END LOADER	Front End Loader - 544/644	\$ 258.34	\$ 309.24
LDRTC	FRONT END LOADER TC	Front End Loader - 544/644 With TopCon	\$ 400.60	\$ 451.50
BKL	BACKHOE LOADER	Backhoe Loader - 310/410 - No Attachments	\$ 210.84	\$ 261.74
BKLAT	BACKHOE LOADER /W ATTACHMENTS	Backhoe Loader - 310/410 - W/ Attachments - Add 25%	\$ 225.50	\$ 276.40
SKLDR	SKID LOADER	Skid Steer Loader - No Attachments	\$ 195.62	\$ 246.52
SKDAT	SKID LOADER /W ATTACHMENTS	Skid Steer Loader - W/ Attachments - Add 25%	\$ 209.78	\$ 260.68
MEX7T	MINI EXCAVATOR	Mini Excavator - <7 Ton - No Attachments	\$ 196.99	\$ 247.89
MEX7AT	MINI EXCAVATOR /W ATTACHMENTS	Mini Excavator - <7 Ton - W/ Attachments - Add 25%	\$ 211.34	\$ 262.24
EX50T	EXCAVATOR	Excavator 30-50 Ton - No Attachments	\$ 342.50	\$ 393.40
EX50AT	EXCAVATOR /W ATTACHMENTS	Excavator 30-50 Ton - W/ Attachments	\$ 394.51	\$ 445.41
EX50TTC	EXCAVATOR TC	Excavator 30-50 Ton - No Attachments With TopCon	\$ 546.49	\$ 597.39
EX50ATTC	EXCAVATOR /W ATTACHMENTS TC	Excavator 30-50 Ton - W/ Attachments With TopCon	\$ 597.42	\$ 648.32
WTR2	WATER TRUCK 2000	2000 Gallon Water Truck	\$ 164.80	\$ 213.42
WTR4	WATER TRUCK 4000	4000 Gallon Water Truck	\$ 179.62	\$ 228.24
TND	TANDEM DUMP	Tandem Dump Truck	\$ 186.95	\$ 235.57
END	END/SIDE/BELLY DUMP	End/Side/Belly Truck	\$ 239.03	\$ 287.65
SVTRK	SERVICE TRUCK	Service Truck - Welder/Gen	\$ 158.26	\$ 209.16
CTRK	CREW TRUCK	F550 Crew Truck	\$ 158.26	\$ 209.16
SWTRK	SWEEPER	Sweeper Truck	\$ 230.29	\$ 278.91
TRL25	TRAILER 25FT	Trailer 25FT	\$ 27.99	\$ 27.99
TRL50	TRAILER 50FT	Trailer 50FT	\$ 35.08	\$ 35.08
CMPT	PLATE/JUMPING TAMPER	Jumping Jack / Plate Tamper	\$ 95.74	\$ 144.36
CMRL	SHEEP COMPACTOR	Single Drum Sheep Foot Compactor - 48-84	\$ 237.72	\$ 288.62
SURV	SURVEY EQUIPMENT	Field Survey Equipment	\$ 245.02	\$ 314.91
PSCRD	POWER SCREED	Multiquip - <=24' Power Screed - (8 Man Crew Included)	\$ 1,133.18	\$ 1,627.18

Terms and Conditions:

- All Labor Rates Include All Overhead, Insurance and Profit
- All Equipment Rates Include (1) Operator, Fuel and Maintenance
- All Premium Rates Apply Beyond 6pm Shift or >40 Hours Worked
- All Holidays or Emergency Working Conditions Will be Double the Standard Hourly Rates
- Any/All Davis & Bacon Certified Wage Projects Will be Subject to Additional Charges Upon Scale Review

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:

Alpine Civil Construction Inc

NAME (Legal Name)

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

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

(if different from above):

Alpine Civil Construction Inc

NAME (As it appears on invoice)

13323 Cherry Cir

ADDRESS

Thornton CO 80241

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

13323 Cherry Cir

STREET ADDRESS

Thornton CO 80241

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 83 - 2055836

Name of Business Owner (please print) Alpine Civil Construction Inc

Check Appropriate Box:

- Corporation
- Individual/Sole Prop
- Partnership
- Non-Profit Organization
- Government
- 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 Matthew Varholdt

Date 2.15.2026

Print Name Matthew Varholdt

Telephone Number (303) 886-4895

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

- Merchandise Only
- Employee expense reimbursement
- Garnishment / Child Support
- Damage awards & other reimb
- Services
- Contract Labor
- Other (Explain)
- Sale of Land
- Attorney
- Non Attorney

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

AGREEMENT FOR ON-CALL CONSTRUCTION TRADE SERVICES

This Agreement, is made and entered this 16 day of February, 2023 (the “Effective Date”) by and between the Town of Bennett (“Town”), a Colorado municipal corporation and Alpine Civil Construction Inc. [*insert Contractor’s legal name*] (“Contractor”).

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work.** a. The Contractor agrees to provide the Town with the following on-call construction trade services: Concrete, Grading, Paving, Utilities, as requested in writing by the Town in accordance with the terms of this Agreement (the “Work”).

b. No Work shall be commenced until the parties develop and agree to one or more written task orders specific to the Work to be performed (the “Task Order”) and, if requested by the Town, until after a meeting of the Contractor and Town representatives. No such Task Order shall be effective until signed by the Town and Contractor. The Town shall have no obligation to pay the Contractor for work done without a written Task Order.

c. The Contractor shall finally complete each Task Order in a thorough and workmanlike manner in every respect to the satisfaction and approval of the Town, within the time specified in the Task Order. Prompt completion of the Work is essential to the Town, and time is of the essence in all respects regarding this Agreement and the Work.

d. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

2. **Non-Exclusivity.** The parties agree the Town is not obligated to use Contractor for any specific project or for any projects at all during the term of this Agreement. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

3. **Term and Renewal.** a. This Agreement shall be effective as of the Effective Date and shall extend for one year, unless earlier terminated pursuant to this Agreement. Upon completion of the initial one-year term, the Agreement will automatically extend for up to _____ additional one-year terms, unless, at least sixty (60) days prior to the renewal date, either party gives the other party written notice of its intent not to renew the Agreement.

b. 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. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

4. Compliance and Licensing. a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the Work, such as barricading and traffic control, in accordance with the requirements of the Town.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the Town of Bennett.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the Town of Bennett in accordance with the Bennett Municipal Code and shall pay the required fees for such license.

d. Contractor shall at all times keep the Work sites free from accumulation of waste, materials or rubbish caused by Contractor's operations and shall at all times maintain a neat and orderly work area as required by Town. At the completion of the Work, the Contractor shall remove all such waste, materials and rubbish from and about the work sites, as well as Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall comply with any and all provisions of applicable law with respect to the transportation, handling, use, storage, disposal, removal and disposal of hazardous material, hazardous substances or hazardous waste in accordance with all applicable law or governmental regulations, including any governmental order or requirement for cleanup or remedial work arising out of Contractor's transportation, handling, use, storage or disposal of such hazardous materials.

e. Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Work site at all times during performance of the Work. The superintendent shall represent the Contractor and communications given to the superintendent shall be binding as if given to the Contractor. Contractor shall not employ a proposed superintendent to whom the Town has made reasonable and timely objection. Contractor shall not change the superintendent without the Town's consent, which shall not unreasonably be withheld or delayed. The Town reserves the right to revoke its acceptance of the superintendent at any time on the basis of a reasonable objection. Upon such revocation, the Contractor shall submit an acceptable replacement for the rejected superintendent.

5. Compensation. a. The Town agrees to compensate Contractor for the Work (including labors and materials) in the amounts specified in the Task Order specific to the Work to be performed. This amount shall be inclusive of all costs of whatsoever nature associated with the

Contractor's services. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

b. By the 25th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the Work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these contract documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may not be included for payment at the discretion of the Town.

6. Scope of Payment. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The Town's payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the Town so elects, until the Contractor shall satisfy the Town that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The Town may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the Town may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the Town in lieu of the bond so executed by such surety.

7. Observation of All Laws. It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

8. Contractor's Responsibility for Work. Until the final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by Town, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

9. Termination of Contractor's Responsibility. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by Town in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

10. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the 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, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. 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.

11. Insurance and Bonds. a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by Town. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. 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. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for

contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.

c. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. 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 Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be completed by the Contractor's insurance agent 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. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy.

e. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which 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 monies due to Contractor.

f. The parties hereto 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.

g. If the price set forth in the Task Order exceeds \$50,000 and unless waived by the Town, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but

not limited to the guaranty period provided in this Agreement. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the Town and executed by such sureties licensed to conduct business in Colorado that are acceptable to the Town.

12. Evidence of Satisfaction of Liens. Contractor shall provide Town with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. section 38-26-101 et seq.

13. Acceptance of Work. No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by Town or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

14. Guaranty of Work. Contractor agrees to guarantee all Work under this Agreement for five years from the date of final acceptance by the Town. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by Town, then the Contractor shall, when notified by Town, immediately place such guaranteed Work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such guaranty, except that Town shall not have any work performed independently to fulfill such guaranty and require Contractor to pay Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

15. Timing of Change Orders. The Town shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner. Contractor shall provide all supporting documentation for any requested change order prior to Town action thereon.

16. No Assignment. This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the Town.

17. Governing Law. This Agreement shall be deemed entered into in Adams County, Colorado, and shall be governed by the laws of the State of Colorado. 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.

18. Equal Opportunity Employer. a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

19. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

20. Execution. The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this 16 day of February, 2023.



ALPINE CIVIL CONSTRUCTION INC.

STATEMENT OF QUALIFICATIONS

13323 Cherry Circle Thornton, Colorado 80241

Alpine Civil Construction Inc. Statement of Qualifications

Full Legal Name: Alpine Civil Construction Inc.

Company Address: 13323 Cherry Circle Thornton, CO 80241

Phone Number: 720-285-6013

Contacts where all correspondence and requests for bids will be sent:

Name	Phone	Email
Matt Varholdt	720-285-6013	matt@alpine-civil.com
Lance Latimer	303-915-3166	lance@alpine-civil.com
Tracy Hansen	303-886-4895	tracy@alpine-civil.com
Sarah Counts	720-717-9330	sarah@alpine-civil.com
Summer Morton	720-761-9908	summer@alpine-civil.com

Years Alpine has been in business as a General Contractor under the current business name:

Five Years

Date of incorporation: 11/2017

State of incorporation: Colorado

President: Lance Latimer

Vice-President: Matt Varholdt

Treasurer/Secretary: Tracy Hansen

Name and address of all partners:

Matt Varholdt – 5540 McIntyre Street Golden, CO 80403

Lance Latimer – 9546 South Dallman Drive Unit 726 Conifer, CO 80433

Categories of work Alpine is prequalified for:

Utility:

- General Utility Projects (Water & Sewer, manholes...)
- Water Pump Stations & Sewer Lift Stations
- Sanitary Sewer Main Rehabilitation (Specialty Rehab work)

- Manhole Rehabilitation (Specialty Rehab work)

Transportation:

- Overlay Paving, Roto milling & Chip seal Projects.
- Heavy Highway
- General Concrete

Park and Landscape:

- General Park & Landscaping Projects
- Irrigation Project

Alpine Civil is/was the Prime Contractor of all the following Projects:

Project: Muegge Farms

Type: Concrete, Asphalt, Dirt, Utilities

Percentage complete: 82%

Date of completion: 12/2023

Client: Oakwood Homes **Ph:** 720.691.6373

Contract Amount: \$12,619,616.33

Architect/Engineer: Core Consultants **Phone Number:** 303.703.4444

Contract Date: 5/5/21 **Original Scheduled Completion Date:** 9/15/2022 **Change Order Amount to Date:** \$2,330,787.41

Project: 48th Ave

Type: Utilities, Concrete, Asphalt

Percentage complete: 45%

Date of completion: 6/2023

Client: GVRE Metro District No. 6 **Ph:** 720.236.5012

Contract Amount: \$2,048,147.11

Architect/Engineer: Dewberry Engineers Inc. **Phone Number:** 303.368.5601

Contract Date: 2/3/2022 **Original Scheduled Completion Date:** 8/31/2022 **Change Order Amount to Date:** \$272,070.40

Project: Tibet

Type: Utilities, Concrete, Asphalt

Percentage complete: 25%

Date of completion: 7/2023

Client: GVRE Metro District No. 6 **Ph:** 720.236.5012

Contract Amount: \$2,753,887.05

Architect/Engineer: Dewberry Engineers Inc. **Phone Number:** 303.368.5601

Contract Date: 2/3/2022 **Original Scheduled Completion Date:** 8/31/2022 **Change Order Amount to Date:** \$152,281.75

Project: Reunion Center

Type: Utilities, Concrete, Asphalt, Grading

Percentage complete: 35%

Date of completion: 3/2023

Client: The Reunion Center Metro District **Ph:** 720.270.0728

Contract Amount: \$3,897,260.40

Architect/Engineer: J-R Engineering **Phone Number:** 303.740.9393

Contract Date: 2/28/2022

Original Scheduled Completion Date: 9/7/2022 **Change Order Amount to Date:** \$169,946.72

Project: UAL Deice Parking Project
Type: Utilities, Asphalt, Grading
Percentage complete: 78%
Date of completion: 1/2023
Client: Flatirons Ph: 310.261.0471
Contract Amount: \$677,802.95
Architect/Engineer: HCL Engineering & Surveying, LLC. Phone Number: 303.773.1605
Contract Date: 9/9/2022
Original Scheduled Completion Date: 1/30/2023 **Change Order Amount to Date:** \$0

Project: SLB Parcel
Type: Utilities, Grading, Concrete, Asphalt
Percentage complete: 37%
Date of completion: 5/2023
Client: Oakwood Homes Ph: 720.775.5776
Contract Amount: \$7,247,376.06
Architect/Engineer: Core Consultants Phone Number: 303.703.4444
Contract Date: 8/16/2022
Original Scheduled Completion Date: 12/30/2022 **Change Order Amount to Date:** \$16,664.50

Project: Aurora Highlands CSP-3
Type: Grading, Concrete, Asphalt
Percentage complete: 10%
Date of Completion: 12/2023
Client: Richmond American Homes Ph: 720.363.5462
Contract Amount: \$3,188,110.82
Architect/Engineer: HRGreen.com Phone Number: N/A
Contract Date: 8/3/22
Original Scheduled Completion Date: 12/20/22 **Change Order Amount to Date:** \$159,182.92

Project: Looking Glass F5
Type: Concrete
Percentage Complete: 90%
Date of Completion: 3/2023
Client: Lennar Homes Ph: 303.748.8257
Contract Amount: \$741,589.10
Architect/Engineer: EMK Consultants, Inc. Phone Number: 303.694.1520
Contract Date: 9/27/22
Original Scheduled Completion Date: 12/30/22 **Change Order Amount to Date:** \$102,071.71

Project: Powhatan Widening Project
Type: Concrete, Asphalt, Utilities, Earthwork
Percentage complete: 98%

Date of completion: 1/2023
Client: Oakwood Homes
Contract Amount: \$3,755,027.72
Architect/Engineer: CVL Consultants, Inc. **Phone Number:** 720.482.9526
Contract Date: 6/30/21
Original Scheduled Completion Date: 10/30/2022 **Change Order Amount to Date:** \$126,888.90

Project: Second Creek
Type: Concrete, Asphalt
Percentage Complete: 98%
Date of completion: 3/2023
Client: Richmond American Homes
Contract amount: \$5,248,456.80
Architect/Engineer: Manhard Consulting **Phone Number:** 303.708.0500
Contract Date: 3/17/22
Original Scheduled Completion Date: 1/18/23 **Change Order Amount to Date:** \$323,764.95

Project: Northridge
Type: Concrete, Asphalt, utilities, earthwork
Percentage Complete: 5%
Date of completion: 12/2023
Client: Oakwood
Contract amount: \$6,198,425.20
Architect/Engineer: Galloway **Phone Number:** 303.770.8884
Contract Date: 12/15/22
Original Scheduled Completion Date: 1/18/23 **Change Order Amount to Date:** \$0

Categories of Work Performed on Specific Projects:

Categories: Utility, Transportation, Park and Landscapes

Project Name: GVR Regional drainage improvement
Owner: Oakwood Homes 4908 Tower Rd Denver CO 80249
Phone Number: 303.486.8500
Architect/Engineer: Calibre
Phone Number: 303.730.0434
Original Contract Amount: \$3,800,000.00
Final Contract Amount: \$5,500,000.00
No. of Change of Change Orders: 8
Contract Date: 5/11/2020
Original Completion Date: 12/04/2020
Actual Completion Date: 9/2/2021

Dollar value of work broken out by this category of work:

- Forebay C-H: \$700,000.00
- Pond B & C Structures: \$800,000.00
- Grouted Drop Structure: \$300,000.00
- Misc. Items on Site: \$1.1 million
- ConSpan Bridge with Associated Items: \$700,000.00

Description of the work performed under this category of work: General contractor self-performed multiple forebays built, two ponds, spillway, outfall/outlet structures, and a ConSpan Bridge.

Project Name: Muegge Farms

Owner: Oakwood Homes 4908 Tower Rd Denver CO 80249

Phone Number: 303.486.8500

Architect/Engineer: Core Consultants

Phone Number: 303.703.4444

Original Contract Amount: \$10,131,458.83

Final Contract Amount: \$12,619,616.33

No. of Change Orders: 11 Contract Date: 5/5/21

Original Completion Date: 9/15/2022

Actual Completion Date: 9/15/2022

Dollar value of work broken out by this category of work:

- Phase 1: Utilities: \$5 million, Concrete: \$1.6 million, Roadway Paving \$1.9 million.
- Phase 2: Utilities: \$900,000.00, Concrete: \$800,000.00, Roadway Paving: \$400,000.
- Phase 3: Utilities: \$1.8 MILLION, concrete: \$900,000.00, Roadway Paving: \$800,000.00.
- Phase 4: Utilities: \$650,000.00, Concrete: \$340,000.00, Roadway Paving: \$1,000,000.00.

Description of the work performed under this category of work: General contractor self-performed all aspects of the project (Earthwork, Utilities, Concrete, Asphalt, Structure

Project Name: Reunion Center Duets

Owner: Reunion Metropolitan District 8390 East Crescent Parkway Suite 300 Greenwood Village, CO 80011

Phone Number: N/A

Architect/Engineer: J-R Engineering

Phone Number: 303.740.9393

Original Contract Amount: \$3,444,287.10

Final Contract Amount: \$3,897,260.40

No. of Change Orders: 10 Contract Date: 2/28/2022

Original Completion Date: 9/7/2022

Actual Completion Date: 9/7/2022

Dollar value of work broken out by this category of work:

- Demolition: \$160,000.00
- EC and Earthwork: \$200,000.00 Utilities: \$2 million
- Roadway Improvements: \$900,000.00

Description of the work performed under this category of work: General contractor self-performed demo, earthwork, utilities, and roadway improvements.

Project Name: Erie Highlands Filing 14

Owner: Oakwood Homes 4908 Tower Rd Denver CO 80249

Phone Number: 303.486.8500

Architect/Engineer: Core Consultants

Phone Number: 303.703.4444

Original Contract Amount: \$3,436,374.26

Final Contract Amount: \$4,190,336.58

No. of Change Orders: 6 Contract Date: 3/25/2020

Original Completion Date: 7/25/2020

Actual Completion Date: 8/19/2020

Dollar value of work broken out by this category of work:

- Concrete: \$800,000.00 Asphalt: \$1.3 million

Description of the work performed under this category of work: General contractor performed all aspects of concrete and asphalt paving for the project.

Project Name: Powhaton Widening Project

Owner: Oakwood Homes

Phone Number: 303.486.8500

Architect/Engineer: CVL Consultants, Inc.

Phone Number: 720.482.9526

Original Contract Amount: \$3,755,027.72

Final Contract Amount: \$4,120,943.09

No. of Change Orders: 3 Contract Date: 6/30/21

Original Completion Date: 10/30/2022

Actual Completion Date: 1/2023

Dollar value of work broken out by this category of work:

- Phase 1: Utilities: \$80,000.00, Paving: \$1.5 million, Earthwork: \$100,000.00.
- Phase 2: Utilities: \$55,000.00, Paving: \$1 million, Earthwork: \$40,000.00.

Description of the work performed under this category of work:

General contractor performed all aspects of the utility, paving and earthwork for the project.

Project Name: Second Creek Roadways & Concrete

Owner: Richmond American Homes

Phone Number: 719.374.9795

Architect/Engineer: Manhard Consulting

Phone Number: 303.708.0500

Original Contract Amount: \$2,291,214.66

Final Contract Amount: \$2,614,979.61

No. of Change Orders: 7 Contract Date: 3/17/22

Original Completion Date: 1/18/23

Actual Completion Date: 9/2022

Dollar value of work broken out by this category of work:

- Concrete: \$1.15 million, Asphalt Paving: \$1.25 million, Fine grading: \$75,000.00.

Description of the work performed under this category of work: General contractor performed all aspects of the concrete, asphalt paving, and fine grading for the project.

City/State Projects:

Completed:

- 2019 Commerce City Concrete R&R:
 - Entity: Commerce City
 - Contract Amount: \$550,000.00
- Powhaton Road Widening:
 - Entity: City of Aurora
 - Contract Amount: \$3.75 million
 - This project was for the City of Aurora, paid for by Oakwood Homes.

Upcoming/Awarded:

- 37th Street Widening:
 - Entity: City of Evans
 - Contract Amount: \$3.64 million
- 2023 Winter Concrete Program:
 - Entity: City of Aurora
 - Contract Amount: \$2.79 million
- Benton Street Roadway and Utilities
 - Entity: City of Westminster
 - Contract Amount: \$1.77 million

Capacity and Capability to perform the Work:

Resources:

Total number of current employees in the following positions:

Estimators	5
Administration	5
Project Managers	6
Superintendents	4
Foremen	10
Tradesmen	108

Alpine Civil Construction has the capacity to perform the work required for projects seeking prequalification.

Alpine’s available resources for cost estimating, scheduling, project management (document and issue tracking), procurement, and cost tracking, and software utilized:

- HCSS - Estimating software Foundation - Billing software.
- IT Department - Manages company server.
- ADP - Payroll software

List key subcontractors and suppliers likely to provide services and/or materials on the Contract:

Subcontractor/Supplier:	Service/Materials:
Brannan Sand and Gravel, Burnco, Ag Industries, Albert Frei and Sons.	Aggregate materials
Rio Grande Co.	Concrete & Asphalt accessory materials
Lambert Transportation	Mobilization trucking
Core & Main	Utility materials
Foothills Paving	Paving material/repair service
Sanchez Trucking	Material hauling service
Colorado Barricade	Traffic Control Service
All Cut LLC.	Asphalt/Concrete sawcut service
Ram-Co.	Material hauling service

Alpine’s safety program including frequency of inspections and roles and responsibilities among personnel:

Tailgate safety meetings are conducted every morning prior to the beginning of the workday. Equipment and job site inspections are performed at the beginning and the end of each day. We use tailgate safety inspection forms that our foreman fill-out, sign and give to their superintendent. We use equipment inspection forms for the beginning and end of day.



Matt Varholdt
Estimator / Project Manager

Professional Profile

Mr. Varholdt has had over 18 years of experience in the construction industry. His experience includes heavy highway, treatment plant, commercial and residential infrastructure projects, and municipality renewal of infrastructure. Including environmental and erosion control management.

Project Highlights:

- Project Manager - 70 Ranch Reservoir, Kersey Colorado.
- Project Manager - Erie Parkway Improvements, Erie Colorado
- Project Manager - Candelas Development and Drainage Channel, Arvada Colorado
- Project Manager - Anadarko Lancaster Gas Plant, Ft. Lupton Colorado
- Project Manager - Barr Lake Dam Improvements, Brighton Colorado
- Project Manager - Interstate 70 and State Highway NO. 82, Glenwood Colorado
- Project Manager - 285 and Deer Creek Interchange, Bailey Colorado
- Project Manager - 120th Avenue Improvements, Thornton Colorado
- Project Manager - Reconstruction of Arapahoe Road, Centennial Colorado
- Project Manager - 104th Avenue Widening, Commerce City Colorado
- Project Manager - Hwy 119 Blackhawk Curve Straightening, Blackhawk Colorado
- Project Manager - Conduit 129 Denver Water, Morrison Colorado
- Project Manager - State Highway 9 Alma, Alma Colorado
- Project Manager - SR 60 Tampa Airport Interchange Project, Tampa Florida

Employment History:

- | | |
|-----------------------------|----------------|
| • Alpine Civil Construction | 2017 - Present |
| • Fiore & Sons Inc. | 2010 - 2017 |
| • Scott Contracting | 2005 - 2010 |
| • Flatiron Constructors | 2004 - 2005 |
| • BenDoVolt Construction | 1999 - 2004 |

Certifications/Education:

- Colorado State University
- Denver Water board certified for water main installations
- Erosion Control Supervisor certified
- Erosion Control Inspector course
- American Institute of Constructors - Associate of Certification
- United States Army Leadership Training Course
- CDOT Traffic Control Supervisor
- CDOT Erosion Control Supervisor
- OSHA 10
- MSHA Parts 46/47/48
- First Aid / CPR
- Golden Hard Hat Award, CDOT- Deer Creek Interchange Project

Professional Affiliations

- Colorado Contractors Association (CCA)
- Association of General Contractors (AGC)

LANCE LATIMER

99 Heron Court, Bailey, CO 80421 - 303-915-3166 direct - lance.latimer@gmail.com

SUMMARY OF QUALIFICATIONS:

30 years of industry experience equates adept abilities at client acquisitions estimating & managing all phases of construction. Utilizing current estimating and accounting software to optimize accurate operating costs and revenue control. A successful multiple business owner with traits vigilant to client needs without sacrificing workmanship, revenue or safety.

COMPETENCIES:

Estimating Software Proficient	Negotiations	Project Management/Engineering
Operations Coordinator	Strategic – CPM/Schedules	Acute Value Engineering
Project Budgeting	Job Cost Analyst	Forecasting/Projections

PROFESSIONAL EXPERIENCE:

Alpine Companies (Civil & Equipment Leasing Entities)5/17 to Present
Owner Co-Founder/Consulting Liaison/Business Manager/Business Development/Estimator/Project Manager – Heavy Civil Utilities/Highway General Contractor & Equipment/Tooling Resource Provider

- Businesses Owner – Development of Contract Procurements and Liaison to our Clients. Equipment/Tooling Resourcing Procurements.
- Estimator Negotiator of ALL – Contract Endeavors Procured by My Efforts.
- Senior Project Manager Representing Alpine Civil Construction (ACC) – For Large Scale Client Developments Throughout Front Range of Colorado - (Site/Development – Infrastructure: Utilities, Arterial and Residential Roadways / Bridges Heavy Excavation/Grading / Storm Detention Pond Projects).
- Operations Management – Personnel Acquisitions / Means & Methods Support for Optimum Workmanship and Proficiency.
- Primary Daily/Weekly/Monthly Duties Include but are Limited to – Overall Businesses Manager - Representing ACC as a General Contractor at High Level Capacity and Direct Liaison to Clients which Includes any/all Project Managing Duties: Job Cost Tracking, Change Order Negotiating and Correspondence to Clients. Sub-contracting & Vendor Procurement/Buyouts.
- Supporting/Protecting our Clients Interests without Falter.
- Alpine Equipment Leasing (AEL) – Procurements & Rentals Management. Cost & Revenue Oversight.

Key accomplishments:

Successfully Co-Created a New Multi-Divisional Heavy Civil Construction Entity that Generates nearly \$50 Million Revenue in (5) Years from Start-up that has Achieved approx. 20% Net Profit

Successfully Co-Created a New Equipment/Tool Resource Entity that has Accumulated/Acquired approx. \$12+ Million in Assets. Accomplished by Steller Oversight - Business Management and Honed Calculated Risk Management Skills.

Fiore & Sons Inc.....8/15 to 5/17

Consulting Liaison/Estimator/Project Manager – Heavy Civil Utilities Site/Highway

- Business Development Contract Procurement and Liaison to Hines.
- Senior Project Manager Representing Fiore & Sons – For Hines Development Project in Erie CO \$45+ Million Value - (Site/Development – Infrastructure: Utilities, Arterial and Residential Roadways / Storm Detention Pond Project).
- Primary Duties Include – Representing Fiore as General Contractor and Senior Sub-Contractor; High Level Capacity Project Coordination and Liaison to Hines. Project Managing Duties: Job Cost Tracking, Change Order Negotiating and Correspondence to Hines. Sub-contracting & vendor procurement/buyouts.

Key accomplishments:

Successful Completion of First (2) Phases \$12 Million of Project(s). Assisting Hines/Fiore to Overcome \$1.1 Million in Design Impacts.

Pine Valley Power – (Formerly a Utah based company/Owned by Pike Electric. Mt Airy, NC).....1/14 to 6/15

Underground Construction Manager of Operations – Utilities – Xcel Energy

- New Business Development Venture To Execute/Provide Underground Construction Installation of New Xcel Energy Facilities Under Awarded MSA Contract.
- Responsible to Procure Specialized HDD Equipment Including Design and Oversight of Customized Fabrication of Support Trucks For Optimum Efficiency.
- Responsible To Qualify and Hire ALL New Employees To Safely and Efficiently Execute Installation of New Underground Facilities. I Handled All Human Resource Issues and Terminations As Needed.
- Mentored/Managed Select Personnel - New Employee Development; Into Leadership Positions To Manage Various Crew(s) Scopes Of Operation (Hydro Excavation, Horizontal Directional Drilling HDD, Excavation(s) Operation(s) For This Large Scale Contract.
- Implementation of Advanced HDD Boring Software (BoreAid) – Designing HDD Specialized Bores, Training Of Use To HDD Crew Foreman.
- Direct Project/Work Order Management Duties Included – All Coordination/Scheduling, Change Order Negotiating, Direct Billing Approvals, Field Operation Oversight, Attending Multiple Weekly Updating Meetings and/or Bid Walk Meetings With Xcel and Direct Correspondence to Xcel Managers and Their Customer/Owners.
- Responsible For Safety Oversight and Company Policies Within The Underground Division.

Key accomplishments:

- Successful Of New Equipment Procurement/Acquisition - (39) Pieces of Large & Support Equipment, Approximately \$8 Million Total Value.
- Successful Of New Employee Procurement/Acquisition – (20) Total Crews, (85) Total Employees Hired, (56) Active.
- Successful By Cultivating a Positive Team Building Safety Culture Within The Underground Division. My Team Adapted True “Team Synergy” Attitude and Demonstrated Exceptional Professionalism and Integrity. Great Comradery Throughout. I’m Proud of Them All.
- Successful Scheduling Coordination/Execution Performance Of Dozens Of Xcel Work Orders Completed Timely Without Unresolved Issues.

Belair Sitework Services Inc. – fka – Belair Excavating Inc. (A Minnesota based company).....2/12 to 1/14

Estimator/Project Manager – Heavy Civil Utilities Site/Highway

- Business Development Contract Procurement and Liaison to Commercial General Contractors.
- Bid, Managed & Completed - Government and Private Development Projects \$5 Million Value - (Excavation/Remediation, Site Utilities/Development Projects).
- Project Management Duties Includes – All Project Coordination/Engineering, Job Cost Tracking, Change Order Negotiating and Correspondence to Customer/Owners.

Key accomplishments:

Successful Procurement and Completion of Contracts and Negotiated Change Orders That Have Earned **15% to 46%**.

Q3 Contracting Inc. – fka – Quality Contracting Inc. (A Minnesota based company).....11/08 to 12/11

Senior Estimator/Project Manager – Utilities-Natural Gas Pipeline & Heavy Civil

- Hired to aid facilitation of a civil construction division & acquisition of Xcel Energy contracts.
- Mentored/managed select personnel to transition abilities into larger scale projects/contracts.

Key accomplishments:

- Successful implementation of HCSS Advanced bidding software and training to other estimators.
- Acquired \$5,755,382.00 Xcel Energy – Gas Division - AMRP Cast Iron Renewal Contracts.

Scott Contracting.....9/07 to 10/08

Project Manager – Heavy Civil/Highway

- Bid, Managed & Completed Projects \$19 Million Value (Road/Drainage/Utilities/Site Development)
- Project Management Duties Included – Superintendent, Engineer, ECS & Liaison to Owners.

Key accomplishments:

- Successfully Negotiated (29) Change Orders, Estimated (18) Bids - \$8.4 million value.

American Civil Constructors (ACC).....5/06 to 9/07

Project Manager/Engineer – Heavy Civil/Highway & Golf Division

- Project Manager - Tarryall Creek Road Project (FHWA), 9-mile drainage, roadway & multiple bridge improvement project located in Park County. \$18 million contract value including change orders.

Key accomplishments:

- 18-month contract completed in 14 months @ 26% GP.

Mountain Utility Corporation (MUC).....8/97 to closing 4/05

Owner – President/Operations & Field Director - Underground Utility Contractor

- Incorporated 1997; acquired & completed countless contracts for various projects around the state.

Key accomplishments:

- Us West/Qwest Contractor (**DBA-Rocky Mtn Underground**) from 1990 – 1997 mountain territories.
- Commercial/Residential Utility Contractor from 1990 – 1999 Metro area & Mountain territories.
- Primary Contractor for Colorado Natural Gas (5) consecutive years - 1997 - 2001.
- Acquired and completed multiple municipal (water/sewer) and/or CDOT projects – 1998 - 2005.

TECHNICAL SKILLS:

HCSS-Bid2Win Software Proficient, BoreAid Software Proficient, View Point Accounting Software, MS Software Proficient, MS Project, Primavera, AgTek, Trimble/GPS/Total Station-Grade Controls, JDE Software, CGC Software, Crystal Systems Software, Quality-(QCS – QCM), Erosion Control Supervisor, OSHA/MSHA, HDPE Fuser, AutoCAD/DWG, Expert Equipment Operator. Welder/Fabricator 5G. Valid CDL Class A.



Sara Lockwood
Project Manager
sara@alpine-civil.com

Overview

More than 20 years of experience in land development, highway and civil construction which includes mainline utilities, concrete, asphalt and structures projects throughout Colorado. Excellent communicator and team leader who has extensive experience in construction. Well versed in all phases of project delivery and management including: Safety, Quality, Maintenance of Traffic, and environmental compliance requirements. Adept at finding time saving and cost-effective solutions to challenges in both the design phase and during construction on every project. Recipient of the 2018 CCA-CDOT Project Management Award.

Relevant Project Experience

Alpine Civil Construction, Conifer, CO, October 2019 - Present

- Daily correspondence with local jurisdictions, owners, crews and subcontractors
- Prepare Integrated Work Plans for construction in high traffic areas to include structures, utilities, paving, street lights, permanent signs, striping, etc.
- Submittals, RFIs, COCs and CTRs
- Proficient in Scheduling Software and Schedule Management
- Cost and revenue oversight

Ralph L. Wadsworth Construction, Thornton, CO, January 2017 – August 2019

- Daily correspondence with owners, crews and subcontractors
- Coordinate 24Hr Shift Work on both I25 & I70 Corridors
- Prepare Critical Safety Plans and Quality Control Plans
- Weekly schedule updates

Lawrence Construction Company, Littleton, CO, July 2014-January 2017

- Daily coordination with Earthwork & Structure Crews as well as multiple subcontractors to maintain schedule
- Support the field with layout, Safety & Construction Work Plans and Procurement
- Interface with clients' oversight personnel on field issues and conflicts

Scott Contracting Inc., Henderson, CO, August 2007-July 2014

- Manage, schedule and coordinate crews
- Issue Purchase Orders and Subcontracts
- Execute change orders and pay applications

Projects Managed (Only Highlighted Projects Mentioned), August 2007-Present

- HWY 285 Deer Creek Interchange – CDOT, Utilities/Concrete/Asphalt/Structures/Rock Blasting, \$5M +
- Reunion Ridge Village 9, ROW Sewer/ROW Water/Concrete/Asphalt, \$12M +
- Erie Highlands, ROW Excavation/ROW Utilities/Structures/Traffic Control/Concrete/Asphalt Paving, \$10M+
- Fitzsimmons Village, ROW Excavation/ROW Utilities/Traffic Control/Concrete/Asphalt, \$4.5M +
- Stapleton Redevelopment, ROW Excavation and Utilities/ROW Structures/Concrete Paving/Fencing/Landscaping, \$28M +
- I-70 PPSL, Package 1 & 2 – CDOT, Electrical ITS & CCTV/Concrete Structures/Multiple Bridge Packages with Interchanges/Caissons/Utilities/Asphalt/Guardrail/Fencing/Lighting , \$30M +
- Wonderland Creek Greenways Improvement Project, Structures/Grading/Landscaping/Fencing/Boulder Drop Structures, \$25M+
- I-25 Crossroads Bridge Replacement - CDOT, Excavation/Earthwork/Concrete Paving/Asphalt Paving/Bridge Replacement/Lighting/Cable Rail/Overhead Sign Structures, \$23M+
- I-25 Rockrimmon Preventative Bridge Maintenance – CDOT, Structures/Electrical/Asphalt Paving/Overhead Signs, \$8.5M+

Louis Sanguinette

Superintendent

I have worked in construction for 29 years. My skills, willingness to learn and good rapport with supervisors has allowed me to progress from a laborer to a superintendent.

✉ sanguinette1@comcast.net

📞 303-720-2628

📍 182 Pelican Ave, Brighton, United States

WORK EXPERIENCE

Superintendent Alpine Civil Construction

04/2020-Present

Construction-Utilities; Water, Sewer & Storm

Denver, CO

Superintendent Premier Earthworks Inc.

04/2015 – 03/2020

Construction-Utilities; Water, Sewer & Storm

Achievements/Tasks

- Promoted from foreman to superintendent

Fort Lupton, CO

Foreman Hammerlund Construction

2014 – 2015

Construction-Utilities

Sedalia, CO

Operator BTC

2010 – 2014

Construction-Utilities

Henderson, CO

Foreman American Infrastructure

2005 – 2009

Construction-Utilities

Franktown, CO

Operator Bragg Excavating

2003 – 2005

Construction-Utilities

Berthoud, CO

Aisa Civil Foreman

2001 – 2003

Brighton, CO

Foreman Nelson Pipeline

1991 – 2001

Achievements/Tasks

- Started as a laborer; promoted to operator after 2 years; promoted to foreman 3 years later

Fort Lupton, CO

SKILLS

Loader Operator

Excavator Operator

Rubber Tire Backhoe Operator

Skid Loader Operator

Management

Multitasking

Program

Heavy Job Computer Program

VOLUNTEER EXPERIENCE

— Volunteer American Cancer Society

2005 – 2010

Volunteer-Relay for Life; Northglenn Relay-Setup of Site

INTERESTS

Hunting

Fishing

Family

CERTIFICATES

OSHA Certifications

Osha 10hr; Osha 30hr; MSHA 40hr

EUGENIO PACHECO

1301 Granby St, Aurora, CO 80011 · 7204489669

gino@alpine-civil.com

PROFILE

Highly experienced utility supervisor with 20+ years' experience in the construction industry.

- Excellent written and oral communication skills in both Spanish and English
- 20+ years of hands-on experience
- Qualified and skilled equipment operator
- Experience in leadership roles

EMPLOYMENT HISTORY

- 1997-2007 Tarco Inc.
Arvada, CO
Equipment Operator/ Utility Foreman (Pipe Foreman)
- Install underground wet utilities
 - Operating a loader digging basements
- 2008-2010 American Infrastructures
Franktown, CO
Heavy Equipment Operator
- Operating equipment for the pipe division
- 2010-2013 EDGE Contracting
Golden, CO
Heavy Equipment Operator
- Operating equipment for the pipe division to include private developments and public right-of-way excavation.
- 2014-2020 Premier Infrastructure Incorporation
Fort Lupton, CO
Utility Foreman
Heavy Equipment Operator
- Operating equipment for the pipe division to include private developments and public right-of-way excavation.
 - Promoted to Utility Foreman within a year of starting employment.
 - Supervised crews on mainline sewer, water and storm pipe installation.
 - Performed utility installation on city and state rights-of-way.
- 2020- Present Alpine Civil Construction
Conifer, CO
Utility Forman
- Supervisor for wet utilities – Sewer, Water and Storm
 - Coordinate the installation of traffic control devices for street cuts in right-of-way work zones.

CERTIFICATIONS

- OSHA CERTIFICATION
- EXCAVATION CERTIFICATION

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

RFQ Submission Form OR
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:

RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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: Alpine Roofing, Ltd Fax: NA
Address: 4780 York St. City/State: Denver, CO Zip: 80216
Contact Person: Patrick Libert Title: Service Manager Phone: 303-994-3780
Authorized Representative's Signature:  Phone: 303-295-7769
Printed Name: Kevin Panaggio Title: Chief Executive Officer Date: 2/21/23
Email Address: Kpanaggio@alpineroofingco.com

Specializing in All Types of Commercial, Industrial and Residential Roofing Since 1960

1. Statement of Qualifications

i. General Firm Information

- Alpine Roofing, Ltd. has been in business in Colorado for 62 years. The company was formed in 1960 as Alpine Roofing Company, then in 1977, we became Alpine Roofing Co., Inc. Finally, on November 15, 2018, we became Alpine Roofing, Ltd, a Limited Liability Company, which is the name we continue to operate under today. Our company mission is to deliver optimal roofing solutions through our industry experience, expertise, and superior workmanship. We demonstrate a complete and uncompromising commitment to client satisfaction — from project start to project completion. Our company core values include:
 - The Highest Standard of Quality and Excellence
 - Delivering Exceptional Client Service
 - Transparency, Integrity & Honesty
 - Building Trusting Relationships in Our Community
 - 100% Commitment to Our Craft
- Alpine Roofing Ltd. employs an average of 35 personnel out of our only office, which is located in Denver, CO. These employees include Officers, Estimators, Project Managers, Superintendents, Project Coordinators, Field Supervisors, and other field personnel such as Journeymen, Foremen, and Installers.

ii. Resumes of Key Project Personnel

- Supervisory/management staff (key personnel) to be assigned to this engagement are as follows:

Kevin Panaggio – Chief Executive Officer

- *Experience*
 - 2023 to Present Chief Executive Officer
 - 2022 to 2023 Chief Operations Officer
 - 2012 to 2022 Operations Manager
 - 2001 to 2012 Branch Manager
 - 1991 to 2001 Superintendent
 - 1983 to 1991 Foreman
 - 1978 to 1983 Roofer



Alpine Roofing LTD
4780 York Street, Denver CO 80216
(p) 303.295.7769

A licensed, insured, & bonded company
info@alpineroofingco.com
www.alpineroofingco.com



- *Education*
 - OSHA 10 and OSHA 30
- *Select Relevant Experience:*
 - University of Nevada Las Vegas, Washington Elementary School, Laughlin Fire House, Veterans Hospital, Whitemans Air Force Base, Scotts Air Force Base, University of Nevada Reno, William Beckley Elementary School, Rancho High School, Dundee Elementary School
- *References*
 - Alan Marquis, American Roofing Supply, 303-349-9198
 - Tara Beveridge, ABC Supply, 303-485-0007
 - Jan Rider, Westwind Property Management, 303-598-0081

Mr. Panaggio started roofing in 1978 in both low slope and steep slope with over 40 years' experience. He has been an expert witness in roofing litigation cases with his knowledge of roofing products and installation. His duties include ensuring that Alpine Roofing operations run smooth regarding safety, quality, and producing projects on schedule and on budget with his team of experts. This includes communications with owner representatives, attending construction meetings, securing material and labor for projects within budget, tracking budget and production milestones during production, and overseeing the Superintendents.

Russell “Rusty” Miracle – Superintendent

- *Experience:*
 - 1993 to Present – Superintendent
 - 1978 to 1993 – Foreman
- *Education:*
 - OSHA 30
- *Select Previous Projects:*
 - Pikes Peak Community College, City of Westminster Fire Station 5, City of Westminster Legacy Ridge, City of Westminster Big Dry Creek Water Treatment Facility, Colorado Department of Corrections, City/County of Denver Athmar Recreation Center, Mesa Meadows Land Company, Boulder Valley School District University Hills Elementary School, Denver Public Schools Westerly Creek Elementary School, and many *more*.
- *Present Assignments:*
 - Molson Coors, Boulder County Courthouse, Premier Lofts, Berkeley Bath House, Valley Country Club, Sky Ranch Academy, Colorado Parks & Wildlife – Moose Visitor Center, Adam 14, Brighton Rec Center, CU Boulder, Fowler Gym, Goodwill HQ, Jefferson County Head Start, Durango High School, Escalante Elementary School, Florida Mesa Elementary School, Riverview Elementary School, State of Colorado – SCC Programs, Cowell Elementary School, Smoky Hill High School
- *References:*
 - Scott Reichert, SR+dK Consultants, 720-890-8974
 - Brent Grimditch, Grimditch Design/Consulting, 303-579-4764
 - Bob Cave, Cave Consulting, 303-507-6022

Mr. Miracle has been in the roofing industry for over 40 years and has been Alpine's Superintendent since February 2011. His duties include ensuring that the projects are running

smoothly, making sure all materials are on site and that on-site crews have the items they need to move through the work quickly and efficiently, acting as the day-to-day lead in quality control with the expertise to direct crewmembers on proper installations to meet high-quality industry and manufacturer standards, and providing on-the-spot solutions to potential hurdles that may arise over the course of the day. His time in the roofing industry has earned him extensive knowledge of roofing products and their ideal application procedures, which he applies to all projects he is involved in.

Patrick Libert – Service Manager

- *Experience:*
 - 2015 to Present – Service Manager
 - 2000 to 2015 – Purchasing Manager/Sales Rep
- *Education:*
 - OSHA 30
- *Select Previous Projects:*
 - Denver Public Schools, Denver Housing Authority, Silver Mesa HOA, Lincoln Square Lofts, Boyd Ponds HOA, Newland Court, Gold Peak HOA, Condos I & II, Seville Townhomes, Stonybridge Townhomes, Mountain Vista Village, Autumn Chase Townhomes, Vista Grande Townhomes and many more.
- *Present Assignments:*
 - City and County of Denver, CU Boulder, Denver Zoo, Denver Water, University of Northern Colorado, and many more!
- *References:*
 - Phil Ortiz Sr, Creative Roofing Solutions, 720-270-1235
 - Tyler Harrison, RE Construction Experts, 720-229-5978

Mr. Libert has worked in the roofing industry for over 10 years. He has excelled in all types of roof repairs and leak repairs. Patrick has been with Alpine since March 2022. His current duties include bidding projects, ordering materials for his projects, coordinating with the service technicians, and managing the projects from the beginning to the end. He has great knowledge of all roofing systems, his specialty being in both flat and steep roofing. Patrick runs our Service department, with leadership in budgeting, bidding, material ordering, management, scheduling, client communications, and everything in between. Patrick has been successful in proactive planning while managing multiple projects at a time. He maintains positive relationships with many HOA contacts and management companies.

Mike Neary – Flat Roof Estimating

- *Experience:*
 - 2011 – Present – Sales & Estimating
 - 1998 – 2011 – General Manager
 - 1987 – 1997 – Owner/Operator
- *Education:*
 - Master's degree
 - OSHA 30
- *Select Previous Projects:*
 - City of Pueblo Art Guild, Rocky Mountain Philatelic Library, Thrifty Car Rental, Patterson Inn, Walgreens: Colorado Springs, CU Boulder, Hertz Car Rental, Dollar Car Rental, P.F. Chang's, East Cherry Creek Valley Water and Sanitation District Well WCA 1R Re-Roof

- *Present Assignments:*
 - Sky Ranch Academy, CU Boulder, Fowler High School Gym, Goodwill HQ, Durango High School, Escalante Middle School, Florida Mesa Elementary School, UNC Butler Hancock Event Center, Adams 14, Jenks Barn
- *References:*
 - Hayden Garrett, The Garland Company, Inc., 970-415-3255
 - Chad Ford, Tremco Roofing & Building Maintenance, 303-257-1330
 - Kevin Wieland, Elite Roofing Supply, 720-601-6922

Mr. Neary has worked in the roofing industry for over 34 years and has been with Alpine since April of 2021. His duties include bidding projects, ordering materials for his projects, coordinating with the Foreman, and following through on the projects from the beginning to the end. He has great knowledge of many roofing systems, his specialty being in both flat and steep roofing.

David Guptil - Foreman

- *Experience:*
 - 2002 to Present – Foreman
 - 1994 to 2002 – Journeyman
 - 1990 to 1994 – Apprentice
- *Education:*
 - OSHA 10
- *Select Previous Projects:*
 - Denver Botanic Gardens Krohns Building, City/County of Denver 2601 W. 7th Ave, City of Westminster Big Dry Creek Water Treatment Facility, Colorado Department of Corrections, City/County of Denver Athmar Recreation Center, Boulder Valley School District University Hills Elementary School, Denver Public Schools Westerly Creek Elementary School, and many more.
- *Present Assignments:*
 - Premier Lofts, Molson Coors

Mr. Guptil was with Alpine from 1990 to 2017 in varying capacities and returned to Alpine in 2020 as a Foreman. In his Foreman role, he supervises the crew, ensures that all material and equipment are on site, and enforces all-day quality control for each of his projects. During his many years of service, he has gained extensive knowledge of many different types of roofing systems. David uses his extensive experience to propel the crew to work expeditiously and efficiently, while still maintaining the high-quality Alpine Roofing and manufacturer standard. It is with this skill that he was able to accomplish exceptional project progress and completion timelines on such time sensitive projects as those listed as references.

Hector Valenzuela – Sheet Metal Supervisor

- *Experience:*
 - 2019 to Present – Sheet Metal Supervisor
 - 2007 to 2019 – Sheet Metal Worker
- *Education:*
 - OSHA 10
- *Present Assignments:*
 - All sheet metal fabrication and installation

Mr. Valenzuela has been with Alpine since 2007. He oversees the fabrication and installation of sheet metal products for our roofing projects, including associated gutters/downspouts and cap metal. He is very knowledgeable in roofing systems and assists as needed.

iii. Location of key project personnel

- Alpine Roofing, Ltd. operates out of our solitary office located at 4780 York Street, Denver, CO 80216 – this is the location from which work for this engagement is to be performed. All personnel are local to the area and operate out of this location. All personnel will be available for the duration of this contract.

2. Proposed Project Team

- Professional staff to be assigned to these projects would include:
 - Officers: 3
 - Estimators: 3
 - Project Managers: 3
 - Superintendents: 2
 - Project Coordinators: 3
 - Field Supervisors: 2
 - Journeymen: 1
 - Foremen: 2
 - Installers: 12
- Key Personnel to be assigned to these projects would include (please refer to enclosed resumes):
 - Russell “Rusty” Miracle: Project Manager & Superintendent
 - Kevin Panaggio: Chief Executive Officer
 - Patrick Libert: Service Manager
 - Mike Neary: Estimator
 - David Guptil: Foreman
 - Hector Valenzuela: Sheet Metal Supervisor
- We do not anticipate using any subcontractors on these projects.

3. Firm Experience

- As a result of our experience with Federal, State, and local government agencies, along with school districts, we have a deep understanding of the accompanying processes, which has resulted in the development of good rapport with numerous consulting firms and long-term clients. All these factors are what make our company an ideal candidate for this pre-qualified role.
- Our estimators, project managers, and foremen have extensive knowledge on installing various types of roof systems and can assist in the design and selection of the best roof system to meet function, aesthetic, and budgetary needs. Our production capability can meet or exceed the scope of services for any project. Our mission is to provide the best roofing and sheet metal solutions, exceptional quality workmanship, and outstanding customer service.

- We are certified with Carlisle, Johns Manville, Versico, Duro-Last, Drexel Metals, CertainTeed, GAF, Malarkey, F-Wave, DaVinci, Boral and many others, in addition to having a custom metal shop that is ES-1 certified. We are also members in good standing with the National Roofing Contractors Association (NRCA), Midwest Roofing Contractors Association (MRCA), Colorado Roofing Association (CRA), and currently have A+ rating with the Better Business Bureau (BBB).

Current On-Call/Standing Order Contract Experience					
Client	Contract Name	Start Date	End Date	Max Expiration Date	Max Contract Amount
Auraria Higher Education Center	On-Call Small Construction Project Program: Roofing	7/1/2020	6/30/2023	Until termination	\$150,000 aggregate
Boulder County	Continuing Services Contract - Roofing	5/1/2022	4/30/2027	4/30/2027	\$2,500,000 (\$500,000 annually)
City and County of Denver	Emergency On-Call Repairs	12/19/2022	12/18/2023	12/18/2025	\$400,000 aggregate
City of Thornton	Master Purchase Order	1/1/2007	12/31/2023	Until termination	\$10,000 per year
City of Westminster	On Call Roofing Services	5/1/2022	12/31/2024	12/31/2025	\$250,000 per year
Denver Public Schools	Emergency Roof Repair Services	10/17/2017	4/30/2023	4/30/2027	N/A
Jefferson County	Master Contract for Roof Replacement and Repair	3/11/2009	8/9/2023	8/9/2023	N/A
Thompson School District	Standing Order Contract - Roofing	10/1/2021	9/30/2023	9/30/2026	\$100,000 per project
Veterans Affairs	Roof Repair Services for the Rocky Mountain Regional VA Medical Center	9/30/2022	9/29/2023	9/29/2024	\$100,000 aggregate

Select Commercial Experience					
Project name	Contract Amount	Start Date	Completion Date	Roof Type	Description
Pikes Peak Community College	\$2,454,465	6/9/2021	4/21/2022	Carlisle EPDM	Re-roof approximately 1800 squares with Carlisle EPDM roof system at operating educational facility, including replacing insulation, coverboard

					and tapered insulation systems.
City & County of Denver: Athmar Recreation Center	\$291,709	12/26/2019	3/12/2020	Versico TPO	Installed 209 squares of Versico TPO Roof on an operating Denver library, working alongside the roofing consultant who made weekly site visits.
City of Aurora Housing Authority: Ivy Townhomes	\$199,997	6/25/2020	10/5/2020	GAF Timberline Shingles	Installed 308 squares of GAF Timberline HD Asphalt shingles. This job also included three townhome buildings and all the garages

4. Firm References

Company Name: City and County of Denver
 Address: 201 W. Colfax Ave., Denver, CO 80202
 Reference Name: Richard Miller
 Reference Email: Richard.Miller@denvergov.org
 Telephone Number: (303) 501-6293
 Project Name: Contract for On-Call and Emergency Repairs

Company Name: Denver Public Schools
 Address: 780 Grant St., Denver, CO 80203
 Reference Name: Patrick Engels
 Reference Email: Patrick_Engels@dpsk12.org
 Telephone Number: (720) 423-1962
 Project Name: Master Service Agreement for Construction Services

Company Name: City of Thornton
 Address: 9500 Civic Center Dr., Thornton, CO 80229
 Reference Name: Rod Richmeier
 Telephone Number: (720) 882-3821
 Project Name: Master Purchase Order for Construction Services

5. Fee Schedule

Trade	Hourly Rate	Weekend/Overtime Rate
Roofing	\$90	\$180

- We do not anticipate a necessary escalation in prices within the next two years.

6. RFQ Cover Page

- See cover page.

7. Pricing Form

- See Fee Schedule (section 5).

8. Substitute Form W-9

- See attached form.

9. Agreement Deviations

- Agreement does not require any deviations.

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:

Alpine Roofing, Ltd
NAME (Legal Name)

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

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

Alpine Roofing, Ltd
NAME (As it appears on invoice)

4780 York St.
ADDRESS

Denver, CO 80216
CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

4780 York St.
STREET ADDRESS

Denver, CO 80216
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 83- 2540987

Name of Business Owner (please print) Samuel DePizzol & Randall Hammond

Check Appropriate Box:


- Corporation
- Individual/Sole Prop
- Partnership
- Non-Profit Organization
- Government
- 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 2/21/2023

Print Name Kevin Panaggio

Telephone Number (303) 295-7769

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

- Merchandise Only
- Employee expense reimbursement
- Garnishment / Child Support
- Damage awards & other reimb
- Services
- Contract Labor
- Other (Explain)
- Sale of Land
- Attorney
- Non Attorney

Approved:

Town Administrator

Date

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

[RFQ Submission Form](#) OR
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:

RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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: BrightView Landscap Services Inc Fax: _____
Address: 8888 Molsenbocker Rd City/State: Parker CO Zip: 80134
Contact Person: Jeff Kyzer Title: Enhancement Mgr Phone: 720-275-2576
Authorized Representative's Signature: [Signature] Phone: _____
Printed Name: Jeff Kyzer Title: Enhancement Mgr Date: 3-9-23
Email Address: Jeffrey.Kyzer@BrightView.com

BrightView Hourly Rate for 2023

Enhancement Labor - \$62.50

Enhancement Supervisor - \$75.00

Irrigation Tech - \$72.00

Irrigation helper - \$62.50

Snow – Truck with Plow - \$120.75

Snow – Truck with Spreader/Plow - \$120.75

Snow – Skid Steer - \$173.50

Crew Member - \$68.25

Ice Slicer - \$283.50/ton

UTV/ATV – \$110.25

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.
Brightview Landscape Services Inc.

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

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

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

Other (see instructions) ▶ _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 31001-2463

6 City, state, and ZIP code
Pasadena, CA 91110-2463

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.

Social security number

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

or

Employer identification number

8	4	-	0	6	1	7	6	5	3
---	---	---	---	---	---	---	---	---	---

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.

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 ▶ *Martha Michalek, Branch Administrator* Date ▶ **10/11/2022**

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.

VENDOR PROFILE

COMPANY OVERVIEW AND HISTORY

The Brickman Group and ValleyCrest Landscape Companies were family-founded landscape businesses which began in 1939 and 1949 respectively. They shared a passion for people, the environment, and the profession of landscaping and providing quality service.

Leveraging over 140 years of combined knowledge, innovation, experience, and expertise, they were brought together in July 2014 to become BrightView, a best-in-class service organization focused on delivering solutions that enhance and beautify outdoor environments while creating greater value for our clients.

As we head towards becoming an Academy Company, it is important to understand the **Leadership Behaviors** required of each and every one of us to deliver on our Brand Promise:

Confidence from Excellence and Take Care, Take Pride – for our colleagues, clients, and the communities we serve.

BrightView is the largest landscape maintenance company in Colorado. We serve 1000's of customers and in our peak period employ roughly 1000 people in the Front Range. BrightView Landscape Maintenance is owned by private equity company KKR. BrightView handles every aspect of Landscape from Design, Construction to Maintenance of the beautiful landscapes we have built.



BACKGROUND

BrightView takes pride in providing the highest-quality landscape and snow services with a worry-free, dependable service commitment. As the nation's leading landscape services company, we consistently bring excellent landscapes to life at thousands of clients' properties, fostering collaborative relationships to drive clients' success.



QUALIFICATIONS

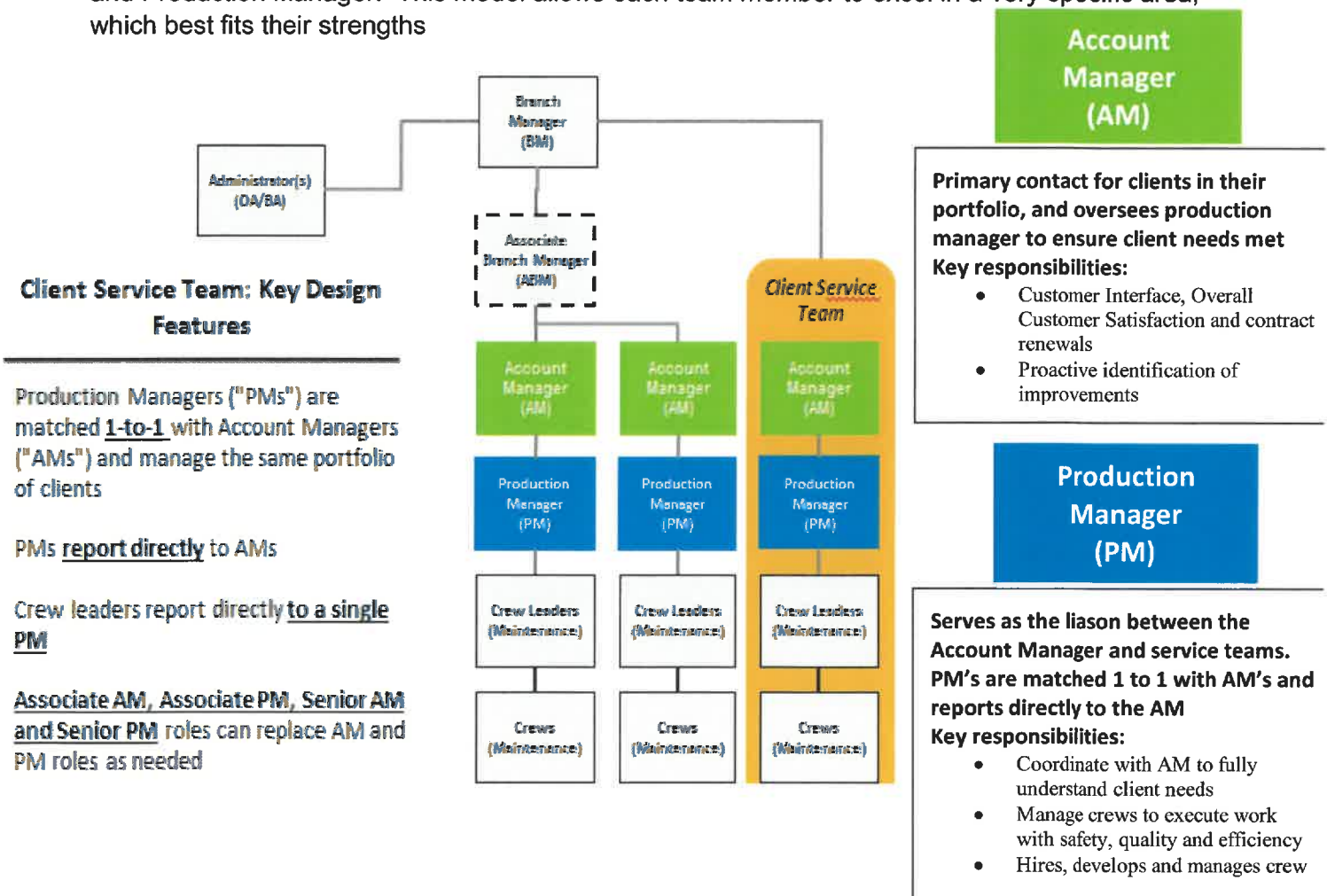
As a full service landscape maintenance company, the primary component of our service is turf mowing for our clients on a weekly basis. BrightView currently maintains over 60 million square feet of turf throughout the Denver Metro area, including clients similar to Denver Public Schools. Our experience in servicing other schools (Douglas County and Mapleton Public Schools) and Universities (Denver University, Colorado Christian University) means you will have a reliable vendor that truly understands how to operate in similar situations. We understand the increased focus we will need to place on protecting your students, teacher, employees, visitors and school property. We will achieve this level of safety through practices like: scheduling service around morning, lunchtime and afternoon traffic; keeping the safety guards lowered on our mowers; and simply turning equipment off when others are near. And with 4 operating branches covering areas from Boulder and Longmont to Parker and Colorado Springs, we have office locations and existing work very near every Denver Public School facility.

TAB C – SUPPORTING DOCUMENTATION

We rely on 2 a person system called the Customer Service Team (CST). This structure is among the primary factors that allows us to focus on the detail items of our service to meet the needs of our clients.

Within each CST are well-defined roles and responsibilities which help align our service with our clients' goals, to carry out those goals by executing activities in the field, and support those goals through specialized teams, and well-trained personnel. Your primary point of contact, and the person who will be responsible for all work performed on your site, will be the Account Manager. Working under the Account Manager will be the Production Manager, who will oversee the crews and the execution of routine work as well as any work orders that can be addressed by the mowing crews.

Below is an account of our typical branch structure and the roles of both your Account Manager and Production Manager. This model allows each team member to excel in a very specific area, which best fits their strengths



While we have numerous procedures, tools and regimented processes that help us deliver comprehensive services with consistent quality, it is the professionals who execute and utilize those tools that ensure we meet the needs of our customers.

BrightView has never defaulted on any contracts in the past five years for failure to meet financial obligations.

BrightView has never been suspended or debarred by the federal government

IMPLEMENTATION PLAN

- Understand scope of work
- Order require materials and schedule delivery (by BrightView or 3rd party vender)
- Schedule any subcontractors or partnering companies that may be needed
- Demolition and prep work
- Installation of materials
- Clean up site
- Meet with Aurora Public Schools for acceptance

VITAE AND WORK SAMPLES

Work Samples

Clark Farms HOA – Complete revamp of irrigation and landscape including; turf, native, planter beds, annuals, trees, Controller upgrade, all new irrigation from mainline to nozzles and emitters. This is a multi-phase project, including 8 phases. We are currently on phase 2. Project includes excavation of approximately 300 cy of material in phase one alone. Working in conjunction with the Town of Parker and the State of Colorado. Phase one was \$360,000 and phase 2 is \$481,000 (currently ongoing). Currently finished phases 1-5 with a total project to date \$3,000,000.00.

Villages of Castle Rock – Complete revamp of landscape, irrigation, flat work and stamped concrete work, masonry work on monuments and landscape lighting. Worked in conjunction with district landscape architect and the Town of Castle Rock. Total cost of work was \$267,000. Additional projects of \$430,000.00 and \$383,000.00.

Team Members

- Juan Tapia (crew leader)
- Rafael Mercado
- Salvador Tirado
- Luis Mancera
- Jose Luis Tirado

References

- Dave Carey –

-
- Phone – 303-887-5040
 - Email – dcarey@clarkefarms.com
 - Carl Kach – Villages of Castle Rock Metropolitan District #4
 - Phone – 303.790.4845
 - Email – vcmetro4@cimarronla.com

FEES AND BUDGET

For all standard landscape install including irrigation, trees, shrubs, turf, mulch and rock there will be a two week lead time for the start of the projects once notified. For excavation, walls, pavers and drains there will be a three week lead time for the start of projects once notified.



REQUEST FOR QUALIFICATIONS
FOR
TOWN OF BENNETT
ON-CALL TRADE SERVICES
PROJECT NUMBER: 23-001

Prepared for:

Town of Bennett
207 Muegge Way
Bennett, CO 80102
Due 3-9-2023

Prepared by:

Dan's Custom Construction, Inc.
20905 Weld County Road 2
Brighton, CO 80603
President-Dan LaCoe
3-9-2023



March 8, 2023

Town of Bennett
207 Muegge Way
Bennett, Colorado 80102

**RE: Request for Qualifications- On Call Trade Services
Project Number 23-001**

Thank you for the opportunity to submit our qualifications for the Town of Bennett's On-Call Trade Services contractor's list.

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

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

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

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

Sincerely,

Dan LaCoe
President

Town of Bennett
RFQ ON-CALL
TRADE SERVICES

Dan LaCoe
Designer / Supervisor

Josh Graver
Project Manager

Justin Bivens
Mechanical Foreman

Dave Cool
Building Foreman

Timothy
Tucker
Electrician

Dylan Mortenson
Technician



DAN LACOE
Owner/President

Dan LaCoe

I started my own business in March 1997. For the first three years I primarily focused on new residential construction. Shortly after 2000, I changed direction to concentrate more on commercial/industrial work. Realizing the ongoing importance, I directed my objectives toward the Water and Wastewater Industry. Since then I have continued to gain experience and knowledge about the industry. I work directly with engineers to build new treatment plants and modify outdated ones. I pride myself on my reputation and continue to gain clients because of it.

Now I am President and sole owner of Dan's Custom Construction, Inc. which was incorporated in December 31, 2008. My business provides services in the following areas: General Contractor for Construction, Specializing in Water and Waste Water Treatment Systems, Excavation, Concrete, Buried Piping, Custom Metal Fabrication and Welding, Interior Process Piping and Mechanical Equipment Installation and Lift/Pump Station Construction. I am thoroughly experienced and educated in all the areas mentioned above.

Professional Experience

Dan's Custom Construction
Brighton, Colorado

Dan LaCoe, the company owner and principle employee has more than 22years of experience in the water and wastewater construction and general construction industries, including operating as a licensed Class A General Contractor in Colorado since 1994. He has served as general contractor and project manager for numerous water and wastewater treatment plant construction projects as well as countless general construction projects and has intensive training working with state-of-the-art and proven water and wastewater equipment technology.

Education

Dan graduated from Fort Lupton High school, Colorado and attended Colorado State University, Fort Collins, Colorado.

Joshua Graver**Project Manager****Joshua Graver**

Joshua Graver, Project Manager for Dan's Custom Construction, Inc. Learned first-hand about the construction of water treatment systems and has been a critical part of the company for a substantial period.

Professional Experience

Worked for Dacoa Inc., third largest excavating company in the state, for 3 years as Equipment Operator, for 5 ½ years as Field Foreman Manager Position and 9 years as Project Manager. One of the biggest soil compaction projects worked on was 36 million yards and same was completed in 5 years.

Education

Joshua graduated from Bennett High school, Bennett, Colorado.

Town of Bennett
Request for Qualifications
On-Call Trade Services

JUSTIN BIVENS

MECHANICAL Foreman

Justin Bivens

Justin Bivens, Mechanical Foreman, for Dan's Custom Construction, Inc. has learned and been involved with the construction of water treatment systems. Justin is involved with the pipelines, dirt work, and building materials for most of the system.

Professional Experience

Justin previously worked at Pete Lein and Sons working as a Heavy Equipment Operator and Mechanic. Justin was employed with Pete Lein and Sons for ten years before coming to be apart of Dan's Custom Construction tea.

Education

Justin graduated from Poudre High School, Fort Collins, Colorado, Justin then went on to Easter Wyoming Community college in Torrington Wyoming where he studied Farm and Ranch Management. There after he went to Larimer Community College in Cheyenne Wyoming. There he studied Agriculture Production Technology.

Town of Bennett
Request for Qualifications
On-Call Trade Services

NAME, ORGANIZATION AND PHONE NUMBER OF CLIENTS WHO HAVE WORKED WITH DAN'S CUSTOM CONSTRUCTION, INC. IN THE PAST.

Town of Lochbuie
703 Weld County Road 37
Lochbuie, CO 80603
Contact: Chris Larmon, Public Works Director
Phone: 303-710-6028

Ramey Environmental Compliance Inc.
5959 Iris Parkway
Frederick, CO 80630
Contact: Wayne Ramey
Phone: 303 833-5505

Spring Valley Metropolitan District
Contact: C.J. Kirst
Phone: 303 330-8947

Town of Bennett
Request for Qualifications
On-Call Trade Services

NO SUBCONTRACTORS WILL BE USED.

MAXIMUM ESCALATION FACTOR TO BE APPLIED TO FUTURE YEARS OF THE CONTRACT --- 5 %

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

[RFQ Submission Form](#) OR
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: RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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: Dan's Custom Construction, Inc Fax: (303) 654-1970
Address: 20905 Weld County Road 2 City/State: Brighton, CO Zip: 80603
Contact Person: Dan LaCoe Title: President/owner Phone: (303) 356-8043
Authorized Representative's Signature: [Signature] Phone: (303) 356-8043
Printed Name: Dan LaCoe Title: President/owner Date: 3-8-2023
Email Address: danedenscustom.com



Dan's Custom Construction Inc. Trades List

ITEM	Description	Hourly Rate	Hourly Rate After hours
A	Concrete work: Job specific since the scope varies from job to job. Based on amount of preparation work, forming, reinforcing requirements, cement design and labor.	Job Specific	
B	Electrical: Master Electrician	\$150.00 Per Hour	\$200.00 Per Hour
B	Journeyman Electrician	\$125.00 Per Hour	\$175.00 Per Hour
D	Grading Work- Operator	\$135.00 Per Hour	\$180.00 Per Hour
D	Grading Work- Basic Skidsteer	\$60.00 Per Hour	
D	Grading Work- Skidsteer Attachment	\$20.00 Per Hour	
D	Grading Work- Motor Grader	\$120.00 Per hour	
H	Paving Work	Job Specific	
L	Wet Utilities: Skilled technicians Service Truck included in tech rate, Parts and equipment will be additional	\$135.00 Per Hour	\$180.00 Per Hour
N	Building/ Factory Improvements	Project specific based on scope of work required	

SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

Vendor# _____

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

1 NAME OF FIRM:

Dan's Custom Construction, Inc.
NAME (Legal Name)

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

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

Dan's Custom Construction, Inc.
NAME (As it appears on invoice)

20905 Weld County Road 2
ADDRESS

Brighton, CO 80603
CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

20905 Weld County Road 2
STREET ADDRESS

Brighton, CO 80603
CITY, STATE, ZIP

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____

OR

Federal Identification Number

26-3947948

Name of Business Owner (please print)

Don LaCoe

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

[Handwritten Signature]

Date 3-8-2023

Print Name

Don LaCoe

Telephone Number

(803) 356-8043

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

Merchandise Only

Services

Attorney

Employee expense reimbursement

Contract Labor

Non Attorney

Garnishment / Child Support

Other (Explain)

Damage awards & other reimb

Sale of Land

Approved:

Town Administrator

Date

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,

Dan's Custom Construction, Inc.

is a

Corporation

formed or registered on 12/30/2008 under the law of Colorado, 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 20081669032 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/07/2023 that have been posted, and by documents delivered to this office electronically through 03/08/2023 @ 09:23:57 .

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 03/08/2023 @ 09:23:57 in accordance with applicable law. This certificate is assigned Confirmation Number 14762858 .



Jena Griswold

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: On-Call Trade Services
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

RFQ Submission Form OR
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:

RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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: N/A
Address: 30 S Ditch Valley Rd City/State: Bennett CO Zip: 80102
Contact Person: Hector Medina Title: Owner Phone: 720-308-7274
Authorized Representative's Signature: [Signature] Phone: 720-308-7274
Printed Name: Hector Medina Title: Owner Date: 02-16-2023
Email Address: denverbestconcrete@gmail.com

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from contractors interested in providing on-call services for the Town in the various construction trades listed in Section III. ("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Qualifications ("RFQ").

II PROJECT DESCRIPTION

The goal of the RFQ is to establish a roster of contractors that can provide construction trade services to the Town on an as-needed basis. Therefore, the Town invites qualified contractors to submit proposals to provide on-call services in the trade categories listed in Section III. The Town intends to select three contractors in each category of service but reserves the option to award single or multiple contracts and may award more than one category of service to one contractor. On-call contracts will have a term of one-year, which may be extended for additional terms.

III SCOPE OF WORK

A. The Town is seeking Proposals from contractors in the following trades:

- a. Concrete work
- b. Electrical
- c. Fencing/Gate Installation
- d. Grading work
- e. HVAC & Plumbing
- f. Landscaping and Irrigation
- g. Painting
- h. Paving work
- i. Roofing
- j. Snow removal
- k. Trash haul off and pickup
- l. Wet utilities
- m. Playground/Park Equipment
- n. Building/Facility Improvements

B. The selected contractors will perform services on an as-needed basis as may be requested by the Town at a variety of sites throughout the Town. Project values will not exceed \$100,000 per project. Selected contractors shall provide all necessary personnel, labor, materials and equipment to accomplish assigned projects. Work will be awarded by issuing task orders under the on-call contract. Task orders will include specific project requirements, a schedule and price. Proposers should note that that issuance of an on-call contract does not authorize any specific work or constitute a guarantee that any work will be assigned to a contractor.

RFQ INSTRUCTIONS

I QUESTIONS ABOUT RFQ

All technical inquiries regarding this RFQ shall be made in writing to Robin Price rprice@bennett.co.us no later than five (5) days before Proposals are due. Non-technical inquiries may be directed to Finance Department (Danette Ruvalcaba, druvalcaba@bennett.co.us)

II AMENDMENTS TO RFQ

The Town reserves the right to amend this RFQ 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 and average number of employees
 - 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. Experience of the firm reflecting technical capabilities, project experience in conjunction with projects of this nature, and addressing the scope of services.
4. The name, organization and phone numbers of three clients (preferably municipal or other public entities) who may be contacted and who have worked with the proposed primary contract.
5. Fee schedule, including hourly rates for key personnel and equipment. Provide a maximum escalation factor that will be applied to future years of the contract.
6. Signed copy of the cover page of this RFQ (page 1 of this RFQa)
7. Completed Pricing Form (form attached or include your pricing form with hourly and weekend hourly rate)
8. Completed Sample W-9 (form attached)
9. List any requested deviations from the attached Sample Agreement

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL QUALIFICATIONS

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

Town of Bennett
Attn: Robin Price
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email:

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

For emailed Proposals, include the RFQ title in the subject line. 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 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. Hourly Rates of Personnel/Equipment
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.

February 13, 2023	Issue Request for Proposal
March 9, 2023	Proposal Submittal Deadline
March 9, 2023	Bid Opening (Please Note: Not a Public Opening!*)
March 29, 2023	Award Notification
March 31, 2023	Award Contract

TERMS AND CONDITIONS

- 1. Responses to RFQ.** 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 RFQ 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 RFQ 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 RFQ, to make and issue modifications to the RFQ 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 RFQ, 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 RFQ, 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 RFQ, 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.

**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.
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 2):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Mark to account nonresident aliens on U.S.)

5 Address (number, street, and apt. or suite no.) (See instructions).
330 S Ditch Valley Rd

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

7 Cell account number(s) here (optional)

8 Requester's name and address (optional)

Print or type. See specific instructions on page 2.

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 ▶ 01-01-2023

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED
08/28/2022

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(s) 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 favor of such endorsements(s).

PRODUCER Advantage 1 Insurance P.O. Box 1382 Erie, CO 80516	CONTACT Name: Cheryl Johnson Phone: (720) 378-2833 Fax: (720) 378-2888 E-Mail: cheryl@advantageins.com Address: [Redacted]
INSURED Denver Best Concrete LLC 330 S Duch Valley Rd Bennett, CO 80102-8723	INSURANCE A EMC Insurance 21416 INSURANCE B EMC Insurance Companies 21416 INSURANCE C AmTrust North America INSURANCE D INSURANCE E

COVERAGES CERTIFICATE NUMBER: 88918863-603868 REVISION NUMBER: 26

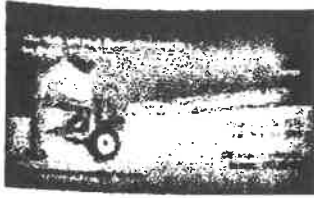
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

CLASS	TYPE OF INSURANCE	AGENCY	POLICY NUMBER	POLICY PERIOD	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		6D47646	08/01/2022 - 08/01/2023	EACH OCCURRENCE \$ 1,000,000 DISEASE - NEWLY ACQUIRED \$ 500,000 MED EXP - Any one person \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMPOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY AUTOS ONLY		6E47646	08/01/2022 - 08/01/2023	COMBINED SINGLY LIMIT \$ 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 CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION 10,000		8J47646	08/01/2022 - 08/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYEE DEPARTMENT/WORKING OFFICER/MEMBER EXCLUDED (Statutory in CO) Y/N <input checked="" type="checkbox"/> N/A DESCRIPTION OF OPERATIONS/IND		8WC1404361	08/01/2022 - 08/01/2023	<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 107, Additional Remarks Schedule, may be attached if used space is required)

[Redacted area for description of operations]

CERTIFICATE HOLDER Town of Bennett 207 Muegge Way Bennett, CO 80102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cheryl Johnson</i>
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DENVER BEST CONCRETE, LLC

330 S Dutch Valley Rd

Bennett, CO 80102 US

denverbestconcrete@gmail.com

Estimate

ADDRESS

Robin Price

365 Palmer Ave

Bennett, CO 80102

ESTIMATE #

DATE 02/16/2023

ACTIVITY	QTY	RATE	AMOUNT
Concrete work Concrete replace 6" thick minimum 400 Sc Ft's \$12.00 per Sc Ft	1	0.00	0.00
Concrete work Concrete replace 4" thick minimum 400 Sc Ft's \$10.00 per Sc Ft	1	0.00	0.00
Concrete work Install new concrete 6" thick minimum 400 Sc Ft's \$10.00 per Sc Ft	1	0.00	0.00
Concrete work Install new concrete 4" thick minimum 400 Sc Ft's \$8.00 per Sc Ft	1	0.00	0.00
Concrete work Concrete apron and handicap ramps replace 8" thick minimum 400 Sc Ft's \$14.00 per Sc Ft	1	0.00	0.00
Concrete work Concrete apron and handicap ramps replace 6" thick minimum 400 Sc Ft's \$12.00 per Sc Ft	1	0.00	0.00
Concrete work Curb and gutter replace 30" wide 6" thick minimum 100'Ln Ft's \$55.00 per Ln Ft	1	0.00	0.00
Concrete work Install new curb and gutter 30" wide minimum 100' Ln Ft's \$25.00 per Ln Ft	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
Concrete work Labor \$90.00 per hour Monday to Friday , weekends and after hours \$150.00 per each labor with a minimum of 4 hours	1	0.00	0.00
Concrete work Skid steer work \$150.00 per hour Monday to Friday , weekdays and after hours \$200.00 per hour minimum 4 hours	1	0.00	0.00
Concrete work Plus pump \$950.00 each time if needed	1	0.00	0.00
Concrete work Please note on the concrete Sc Ft and Ln Ft price includes labor and materials	1	0.00	0.00

Job address
Town of Barnett

TOTAL **\$0.00**

Accepted By

Accepted Date

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 RFQ for a minimum period of five (5) years prior to the date of this RFQ. 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.

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 (Can use this form or provide your own pricing form, include Hourly Rate and Weekend Hourly Rate)

PRICING (FOR EACH PARTICIPANT)

ITEM	Hourly Rate	Hourly Rate	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	Weekend	Rate			
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
			Total		\$0.00

Not to Exceed Total:

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

Denver Best Concrete 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):

As it appears on the invoice
NAME (As it appears on invoice)

330 E Dutch Valley Rd.
ADDRESS

Bennett CO. 80102
CITY, STATE, ZIP

2. PAY TO OR REMITTANCE INFORMATION
(if more than one remit to address, please attach on additional page.)

330 E Dutch Valley Rd.
STREET ADDRESS

Bennett CO. 80102
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) _____

Check Appropriate Box

Corporation

Individual/Sole Prop

Partnership

Non-Profit Organization

Government

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

02-16-2025

Print Name

Hector J. Madero

Telephone Number

(702) 308-7774

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

Merchandise Only

Employee expense reimbursement

Garnishment / Child Support

Damage awards & other reimp

Services

Contract Labor

Other (Explain)

Sale of Land

Attorney

Non Attorney

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

AGREEMENT FOR ON-CALL CONSTRUCTION TRADE SERVICES

This Agreement, is made and entered this 16 day of February, 2023 (the "Effective Date") by and between the Town of Bennett ("Town"), a Colorado municipal corporation and DENVER BEST COCKETS (insert Contractor's legal name) ("Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work.** a. The Contractor agrees to provide the Town with the following on-call construction trade services: CONCRETE and POLISHING as requested in writing by the Town in accordance with the terms of this Agreement (the "Work").

b. No Work shall be commenced until the parties develop and agree to one or more written task orders specific to the Work to be performed (the "Task Order") and, if requested by the Town, until after a meeting of the Contractor and Town representatives. No such Task Order shall be effective until signed by the Town and Contractor. The Town shall have no obligation to pay the Contractor for work done without a written Task Order.

c. The Contractor shall finally complete each Task Order in a thorough and workmanlike manner in every respect to the satisfaction and approval of the Town, within the time specified in the Task Order. Prompt completion of the Work is essential to the Town, and time is of the essence in all respects regarding this Agreement and the Work.

d. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

2. **Non-Exclusivity.** The parties agree the Town is not obligated to use Contractor for any specific project or for any projects at all during the term of this Agreement. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

3. **Term and Renewal.** a. This Agreement shall be effective as of the Effective Date and shall extend for one year, unless earlier terminated pursuant to this Agreement. Upon completion of the initial one-year term, the Agreement will automatically extend for up to ONE YEAR additional one-year terms, unless, at least sixty (60) days prior to the renewal date, either party gives the other party written notice of its intent not to renew the Agreement.

b. 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. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

4. **Compliance and Licensing.** a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the Work, such as barricading and traffic control, in accordance with the requirements of the Town.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the Town of Bennett.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the Town of Bennett in accordance with the Bennett Municipal Code and shall pay the required fees for such license.

d. Contractor shall at all times keep the Work sites free from accumulation of waste, materials or rubbish caused by Contractor's operations and shall at all times maintain a neat and orderly work area as required by Town. At the completion of the Work, the Contractor shall remove all such waste, materials and rubbish from and about the work sites, as well as Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall comply with any and all provisions of applicable law with respect to the transportation, handling, use, storage, disposal, removal and disposal of hazardous material, hazardous substances or hazardous waste in accordance with all applicable law or governmental regulations, including any governmental order or requirement for cleanup or remedial work arising out of Contractor's transportation, handling, use, storage or disposal of such hazardous materials.

e. Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Work site at all times during performance of the Work. The superintendent shall represent the Contractor and communications given to the superintendent shall be binding as if given to the Contractor. Contractor shall not employ a proposed superintendent to whom the Town has made reasonable and timely objection. Contractor shall not change the superintendent without the Town's consent, which shall not unreasonably be withheld or delayed. The Town reserves the right to revoke its acceptance of the superintendent at any time on the basis of a reasonable objection. Upon such revocation, the Contractor shall submit an acceptable replacement for the rejected superintendent.

5. **Compensation.** a. The Town agrees to compensate Contractor for the Work (including labors and materials) in the amounts specified in the Task Order specific to the Work to be performed. This amount shall be inclusive of all costs of whatsoever nature associated with the

Contractor's services. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

b. By the 25th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the Work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these contract documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may not be included for payment at the discretion of the Town.

6. **Scope of Payment.** The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The Town's payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the Town so elects, until the Contractor shall satisfy the Town that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The Town may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the Town may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the Town in lieu of the bond so executed by such surety.

7. **Observation of All Laws.** It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

8. **Contractor's Responsibility for Work.** Until the final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by Town, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

9. Termination of Contractor's Responsibility. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by Town in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

10. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the 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, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. 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.

11. Insurance and Bonds. a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by Town. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. 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. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for

contractual and employ or acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.

c. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the Town and its officers and employees, as additional insureds. 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 Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be completed by the Contractor's insurance agent 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. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy.

e. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which 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 monies due to Contractor.

f. The parties hereto 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.

g. If the price set forth in the Task Order exceeds \$50,000 and unless waived by the Town, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but

not limited to the guaranty period provided in this Agreement. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the Town and executed by such sureties licensed to conduct business in Colorado that are acceptable to the Town.

12. **Evidence of Satisfaction of Liens.** Contractor shall provide Town with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. section 38-26-101 et seq.

13. **Acceptance of Work.** No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by Town or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

14. **Guaranty of Work.** Contractor agrees to guarantee all Work under this Agreement for five years from the date of final acceptance by the Town. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by Town, then the Contractor shall, when notified by Town, immediately place such guaranteed Work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such guaranty, except that Town shall not have any work performed independently to fulfill such guaranty and require Contractor to pay Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

15. **Timing of Change Orders.** The Town shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner. Contractor shall provide all supporting documentation for any requested change order prior to Town action thereon.

16. **No Assignment.** This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the Town.

17. **Governing Law.** This Agreement shall be deemed entered into in Adams County, Colorado, and shall be governed by the laws of the State of Colorado. 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.

18. Equal Opportunity Employer. a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

19. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

20. Execution. The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this 16
day of February, 2022.

DENVER BEST CONCRETE

Denver Best Concrete, specialist in flatwork concrete work from commercial work to residential as well as a broad range of designs and additional services to complement such jobs this allows for that proper finished look that many seek after when it comes to flat work. Additionally we also have foundation work ability.

-Operating since 2008

-15 years of providing our services

- fully licensed

-fully insured

Many jobs done for this company including high-end homes around the Denver metro area, experience not only from the CEO but many of the employees that have done flatwork for Denver Best for many years now.

PAST JOB EXPERIENCES INCLUDING BUT ARE NOT LIMITED TO

In the beginning largely residential jobs switching off to commercial in the later years through contractual agreements with corporations.

MATERIAL PROVIDERS-

Barton supply-

Used since 2008-2023

Another reliable source of materials for the company

Bobcat of the Rocky's

Used since 2008-2023

Providing us with all of our heavy equipment needs.

Río Grande,

Used since 2008-2023

Our main supplier of materials and everything of that nature.

SRM CONCRETE , Providing ready mix though the whole state of Colorado

Used since 2022-2023

Previously before selling out 2008-2022

In the past Martin Marieta was a provider until selling out to SRM

330 S Dutch valley rd
Bennett, CO 80102
(720)-308-7274
denverbestconcrete@
gmail.com

COMPANY SKILLS AND SPECIALTY'S

Regular gray concrete

Brush pattern

Stamped concrete with color added by hand with sealer gloss overlay.

Color concrete from factory.

Múltiples different concrete finishes.

Concrete patches and fixes

Denver Best Concrete is experienced in making concrete look as natural as possible to completely one off.

COMPANY OWNED AND OPERATED EQUIPMENT-

4 operational Skid steers

Mini half riding skid- this small but extremely useful piece of equipment comes in handy when tearing out concrete and removing it in hard to reach places where larger skid steers cannot reach.

A large commercial size dump truck- useful for

Concrete, a slightly larger and equally successful and reliable Readymix concrete provider.

LARGE CLIENTS and past job experiences-

Well Custom Homes-

GJ Gardner Homes Adams County Inc.

Blue sky

DG Mills Homes

Spyder Construction

Denver Custom Homes

ReDeux developmentments

CreeckSide Homes

As well as the few other large builders and virtually every county in Colorado

removing large hauls of dirt as well as bringing in any additional rug base that we may need.

Every needed attachment for all skid steers included.

Multiple vehicles for all employees and all needed material and additional smaller hand tools.

Additional trailers- to haul all skid steers and any additional large machinery and material.

Many of the additional tools and pieces of large Scale machinery that has been acquired have been in order to save the company as well as the clients money in order to refrain from outsourcing as much as possible.

LANGUAGES AND FORMS OF COMMUNICATION-

Denver Best Concrete's CEO will handle most if not all communication with every customer regarding any job related questions you may have and is fluent in Spanish as well as English.

Additionally any free consultation in person will also be with the CEO Hector Madera and include an in-depth explanation of the processes we will go through and the estimated time of competition and a proposal within a 1-2 day period.

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

RFQ Submission Form OR
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:

RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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: Elite Plumbing LLC Fax: -
Address: 8987 Village Pines City/State: Franktown Zip: 80116
Contact Person: Wayne Harvey Title: owner Phone: 303-961-3743
Authorized Representative's Signature: Sandy Harvey Phone: 303-591-5923
Printed Name: Sandy Harvey Title: Office manager Date: 2-15-23
Email Address: 303eliteplumbing@gmail.com

Town of Bennett • 207 Muegge Way • Bennett, CO 80102 • p. 303-644-3249 • f. 303-644-4125

Town of Bennett
Attn: **Robin Price**
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email:

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

For emailed Proposals, include the RFQ title in the subject line. **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 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. Hourly Rates of Personnel/Equipment
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.

February 13, 2023	Issue Request for Proposal
March 9, 2023	Proposal Submittal Deadline
March 9, 2023	Bid Opening (Please Note: Not a Public Opening!)
March 29, 2023	Award Notification
March 31, 2023	Award Contract

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 RFQ, 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.

PRICING FORM (Can use this form or provide your own pricing form, include Hourly Rate and Weekend Hourly Rate)

PRICING (FOR EACH PARTICIPANT)

ITEM	Hourly Rate	Hourly Rate	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	Weekend	Rate			
1	\$112.50	\$75.00	Plumber main hour rate		\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
			Total		\$0.00

Not to Exceed Total:

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____

OR

Federal Identification Number

81-2395387

Name of Business Owner (please print)

Wayne Harvey

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

Wayne C Harvey JR

Date

2-15-23

Print Name

Wayne C Harvey JR

Telephone Number

(303) 961-3743

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

Merchandise Only

Services

Attorney

Employee expense reimbursement

Contract Labor

Non Attorney

Garnishment / Child Support

Other (Explain)

Damage awards & other reimb

Sale of Land

Approved:

Town Administrator

Date

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. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

4. Compliance and Licensing. a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the Work, such as barricading and traffic control, in accordance with the requirements of the Town.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the Town of Bennett.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the Town of Bennett in accordance with the Bennett Municipal Code and shall pay the required fees for such license.

d. Contractor shall at all times keep the Work sites free from accumulation of waste, materials or rubbish caused by Contractor's operations and shall at all times maintain a neat and orderly work area as required by Town. At the completion of the Work, the Contractor shall remove all such waste, materials and rubbish from and about the work sites, as well as Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall comply with any and all provisions of applicable law with respect to the transportation, handling, use, storage, disposal, removal and disposal of hazardous material, hazardous substances or hazardous waste in accordance with all applicable law or governmental regulations, including any governmental order or requirement for cleanup or remedial work arising out of Contractor's transportation, handling, use, storage or disposal of such hazardous materials.

e. Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Work site at all times during performance of the Work. The superintendent shall represent the Contractor and communications given to the superintendent shall be binding as if given to the Contractor. Contractor shall not employ a proposed superintendent to whom the Town has made reasonable and timely objection. Contractor shall not change the superintendent without the Town's consent, which shall not unreasonably be withheld or delayed. The Town reserves the right to revoke its acceptance of the superintendent at any time on the basis of a reasonable objection. Upon such revocation, the Contractor shall submit an acceptable replacement for the rejected superintendent.

5. Compensation. a. The Town agrees to compensate Contractor for the Work (including labors and materials) in the amounts specified in the Task Order specific to the Work to be performed. This amount shall be inclusive of all costs of whatsoever nature associated with the

9. **Termination of Contractor's Responsibility.** The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by Town in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

10. **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the 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, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. 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.

11. **Insurance and Bonds.** a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by Town. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. 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. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for

not limited to the guaranty period provided in this Agreement. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the Town and executed by such sureties licensed to conduct business in Colorado that are acceptable to the Town.

12. **Evidence of Satisfaction of Liens.** Contractor shall provide Town with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. section 38-26-101 et seq.

13. **Acceptance of Work.** No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by Town or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

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b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

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20. Execution. The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this 21 day of February, 2023.

contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.

c. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. 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 Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be completed by the Contractor's insurance agent 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. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy.

e. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which 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 monies due to Contractor.

f. The parties hereto 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.

g. If the price set forth in the Task Order exceeds \$50,000 and unless waived by the Town, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but

Contractor's services. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

b. By the 25th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the Work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these contract documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may not be included for payment at the discretion of the Town.

6. **Scope of Payment.** The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The Town's payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the Town so elects, until the Contractor shall satisfy the Town that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The Town may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the Town may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the Town in lieu of the bond so executed by such surety.

7. **Observation of All Laws.** It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

8. **Contractor's Responsibility for Work.** Until the final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by Town, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

SAMPLE AGREEMENT

AGREEMENT FOR ON-CALL CONSTRUCTION TRADE SERVICES

This Agreement, is made and entered this 21 day of February, 2023 (the "Effective Date") by and between the Town of Bennett ("Town"), a Colorado municipal corporation and Elite Plumbing LLC [insert Contractor's legal name] ("Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work.** a. The Contractor agrees to provide the Town with the following on-call construction trade services: Plumbing, as requested in writing by the Town in accordance with the terms of this Agreement (the "Work").

b. No Work shall be commenced until the parties develop and agree to one or more written task orders specific to the Work to be performed (the "Task Order") and, if requested by the Town, until after a meeting of the Contractor and Town representatives. No such Task Order shall be effective until signed by the Town and Contractor. The Town shall have no obligation to pay the Contractor for work done without a written Task Order.

c. The Contractor shall finally complete each Task Order in a thorough and workmanlike manner in every respect to the satisfaction and approval of the Town, within the time specified in the Task Order. Prompt completion of the Work is essential to the Town, and time is of the essence in all respects regarding this Agreement and the Work.

d. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

2. **Non-Exclusivity.** The parties agree the Town is not obligated to use Contractor for any specific project or for any projects at all during the term of this Agreement. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

3. **Term and Renewal.** a. This Agreement shall be effective as of the Effective Date and shall extend for one year, unless earlier terminated pursuant to this Agreement. Upon completion of the initial one-year term, the Agreement will automatically extend for up to _____ additional one-year terms, unless, at least sixty (60) days prior to the renewal date, either party gives the other party written notice of its intent not to renew the Agreement.

b. 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

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:

Elite Plumbing 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):

Elite Plumbing LLC
NAME (As it appears on invoice)

8987 Village Pines Circle
ADDRESS

Franktown CO 80116
CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

8987 Village Pines Circle
STREET ADDRESS

Franktown CO 80116
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

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 RFQ for a minimum period of five (5) years prior to the date of this RFQ. 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.

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.

TERMS AND CONDITIONS

- 1. Responses to RFQ.** 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 RFQ 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 RFQ 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 RFQ, to make and issue modifications to the RFQ 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 RFQ, 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 RFQ, 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

RFQ INSTRUCTIONS

I QUESTIONS ABOUT RFQ

All technical inquiries regarding this RFQ shall be made in writing to **Robin Price** rprice@bennett.co.us no later than five (5) days before Proposals are due. Non-technical inquiries may be directed to **Finance Department (Danette Ruvalcaba, druvalcaba@bennett.co.us)**

II AMENDMENTS TO RFQ

The Town reserves the right to amend this RFQ 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 and average number of employees
 - 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. Experience of the firm reflecting technical capabilities, project experience in conjunction with projects of this nature, and addressing the scope of services.
4. The name, organization and phone numbers of three clients (preferably municipal or other public entities) who may be contacted and who have worked with the proposed primary contract.
5. Fee schedule, including hourly rates for key personnel and equipment. Provide a maximum escalation factor that will be applied to future years of the contract.
6. Signed copy of the cover page of this RFQ (page 1 of this RFQa)
7. Completed Pricing Form (form attached or include your pricing form with hourly and weekend hourly rate)
8. Completed Sample W-9 (form attached)
9. List any requested deviations from the attached Sample Agreement

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL QUALIFICATIONS

One (1) copy of the Proposal shall be submitted via [RFQ Submission Form](#), hand-delivery or mail to:

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from contractors interested in providing on-call services for the Town in the various construction trades listed in Section III. ("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Qualifications ("RFQ").

II PROJECT DESCRIPTION

The goal of the RFQ is to establish a roster of contractors that can provide construction trade services to the Town on an as-needed basis. Therefore, the Town invites qualified contractors to submit proposals to provide on-call services in the trade categories listed in Section III. The Town intends to select three contractors in each category of service but reserves the option to award single or multiple contracts and may award more than one category of service to one contractor. On-call contracts will have a term of one-year, which may be extended for additional terms.

III SCOPE OF WORK

A. The Town is seeking Proposals from contractors in the following trades:

- a. Concrete work
- b. Electrical
- c. Fencing/Gate Installation
- d. Grading work
- e. HVAC & Plumbing
- f. Landscaping and Irrigation
- g. Painting
- h. Paving work
- i. Roofing
- j. Snow removal
- k. Trash haul off and pickup
- l. Wet utilities
- m. Playground/Park Equipment
- n. Building/Facility Improvements

B. The selected contractors will perform services on an as-needed basis as may be requested by the Town at a variety of sites throughout the Town. Project values will not exceed \$100,000 per project. Selected contractors shall provide all necessary personnel, labor, materials and equipment to accomplish assigned projects. Work will be awarded by issuing task orders under the on-call contract. Task orders will include specific project requirements, a schedule and price. Proposers should note that that issuance of an on-call contract does not authorize any specific work or constitute a guarantee that any work will be assigned to a contractor.



COLORADO

Department of
Regulatory Agencies

Division of Professions and Occupations

Below are your electronic wallet cards to use as proof of your license. You can also print your license at any time by visiting www.colorado.gov/dora/DPO_Print_License and following the instructions listed.

If you would like a more durable wallet card option, you can order one for a fee by visiting www.nasbastore.org and selecting the "Colorado License Cards" link on the left hand side of the page. If you prefer, you can also contact NASBA by phone at 1-888-925-5237 or by email at nasbastore@nasba.org.

Should you have questions about your credential, or need other information please contact our Customer Service Team at 303-894-7800 or dora_dpo_licensing@state.co.us.

<p style="text-align: center;">Colorado Department of Regulatory Agencies Division of Professions and Occupations</p> <p style="text-align: center;">State Plumbing Board Wayne C Harvey JR Master Plumber</p> <p>MP.00190062 03/01/2023 Number Issue Date Active 02/28/2025 Credential Status Expire Date</p> <p style="text-align: center;">Verify this credential at: dpo.colorado.gov</p> <p style="text-align: center;"><i>[Signature]</i></p> <p>Acting Division Director: Karen McGovern Credential Holder Signature</p>	<p style="text-align: center;">Colorado Department of Regulatory Agencies Division of Professions and Occupations</p> <p style="text-align: center;">State Plumbing Board Wayne C Harvey JR Master Plumber</p> <p>MP.00190062 03/01/2023 Number Issue Date Active 02/28/2025 Credential Status Expire Date</p> <p style="text-align: center;">Verify this credential at: dpo.colorado.gov</p> <p style="text-align: center;"><i>[Signature]</i></p> <p>Acting Division Director: Karen McGovern Credential Holder Signature</p>
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COLORADO

Department of
Regulatory Agencies

Division of Professions and Occupations

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Should you have questions about your credential, or need other information please contact our Customer Service Team at 303-894-7800 or dora_dpo_licensing@state.co.us.

<p style="text-align: center;">Colorado Department of Regulatory Agencies Division of Professions and Occupations</p> <p style="text-align: center;">State Plumbing Board Elite Plumbing LLC Plumbing Contractor</p> <p>PC.0002907 03/01/2023 Number Issue Date Active 02/28/2025 Credential Status Expire Date Verify this credential at: dpo.colorado.gov</p> <p style="text-align: center;"><i>[Signature]</i></p> <p>Acting Division Director: Karen McGovern Credential Holder Signature</p>	<p style="text-align: center;">Colorado Department of Regulatory Agencies Division of Professions and Occupations</p> <p style="text-align: center;">State Plumbing Board Elite Plumbing LLC Plumbing Contractor</p> <p>PC.0002907 03/01/2023 Number Issue Date Active 02/28/2025 Credential Status Expire Date Verify this credential at: dpo.colorado.gov</p> <p style="text-align: center;"><i>[Signature]</i></p> <p>Acting Division Director: Karen McGovern Credential Holder Signature</p>
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REQUEST FOR QUALIFICATIONS

Cover Sheet



Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

[RFQ Submission Form](#) OR
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: RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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, CO Zip: 80117
Contact Person: Bill Kuhn Title: President Phone: 303-570-6104
Authorized Representative's Signature: *William Kuhn* Phone: 303-570-6104
Printed Name: William Kuhn Title: President Date: 3/9/23
Email Address: kuhnconstruction@msn.com

Kuhn Construction Inc.

TOB On Call Trade Services

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** 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 ten 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.
- Availability** 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.
- Project Team**
- William Kuhn**
Estimator/ Project Manager/ Superintendent
25 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.
- Joe O'Brien**
Foreman/ Superintendent
35 years experience as operator, foreman and superintendent. (See Projects Below)
- Chris Albers**
Foreman/ Blade/ Loader Operator
18 Years experience as equipment operator/ Foreman. (See projects below.) Will be full time onsite
- Similar Projects**
- 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.
 - 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.
 - 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.
 - 2017 BRPOS Trails and Parking Lots/ Trail Heads- Town of Bennett
18,480' of new trail through Open Space for Residential Recreation
 - 2019 Deputy Zach S Parrish III Memorial Park- Town of Castlerock
11 Ac Park with Parking, Trails, Utilities, Playfields and Playgrounds
 - 2021 BRPOS Phase II Trails and Upper Pond Fill- Town of Bennett
29,100' of new trail through Open Space for Residential Recreation

Kuhn Construction Inc.

Fee Schedule # 1165-1

Project Name: TOB On Call Trade Services
 Owner/GC: Town of Bennett

Attn: Robin Price
 Bid Date: Thursday, March 9, 2023

Base Bid	#	Description of Work	Quantity	Unit	Unit Rate	Total
		Mobilization per Machine		EA	\$ 650.00	\$ -
		Pothole Utilities		HR	\$ 185.00	\$ -
		140 Blade		HR	\$ 190.00	\$ -
		623 Scraper		HR	\$ 260.00	\$ -
		613 Scraper		HR	\$ 205.00	\$ -
		950 Loader		HR	\$ 195.00	\$ -
		966 Loader		HR	\$ 225.00	\$ -
		980 Loader		HR	\$ 245.00	\$ -
		Tractor & Disc		HR	\$ 230.00	\$ -
		330 Excavator		HR	\$ 260.00	\$ -
		240LX Excavator		HR	\$ 245.00	\$ -
		80 MSR Midi Excavator		HR	\$ 192.00	\$ -
		337 Mini Excavator		HR	\$ 150.00	\$ -
		D8 Dozer		HR	\$ 317.00	\$ -
		D6 Dozer		HR	\$ 215.00	\$ -
		650 Dozer		HR	\$ 190.00	\$ -
		Skidsteer		HR	\$ 130.00	\$ -
		Skip Tractor		HR	\$ 140.00	\$ -
		Tracked Skidsteer		HR	\$ 150.00	\$ -
		Water Truck		HR	\$ 120.00	\$ -
		End Dump Truck		HR	\$ 130.00	\$ -
		Tandem Dump Truck		HR	\$ 120.00	\$ -
		Rollers (Smooth or Sheepsfoot)		HR	\$ 130.00	\$ -
		Foreman		HR	\$ 85.00	\$ -
		Labor		HR	\$ 54.00	\$ -
						\$ -
		Maximum Escalation per Year		EA	5%	\$ -
Base Bid Total						\$ -

Kuhn Construction Inc.

3/9/2023

Client References

- 1 **City of Aurora**
Bobby Cox, Parks and Open Space - 303-396-3936
- 2 **City of Highland Hills**
Terry Barnhart- Public Works and Parks- 303-489-3482
- 3 **Richdell Construction**
Scott Ridell- Owner- 303-901-3445

Sincerely,
Kuhn Construction Inc

William Kuhn
President

Contact Information:

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

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:

Kuhn Construction Inc.

NAME (Legal Name)

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

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

(if different from above):

Kuhn Construction Inc.

NAME (As it appears on invoice)

42309 Kiowa Bennett Rd.

ADDRESS

Kiowa, CO 80117

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

42309 Kiowa Bennett Rd.

STREET ADDRESS

Kiowa, CO 80117

CITY, STATE, ZIP

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____
OR
Federal Identification Number 27 - 3373199

Name of Business Owner (please print) _____

Check Appropriate Box:

- Corporation
- Partnership
- Government
- Individual/Sole Prop
- Non-Profit Organization
- Other

(Must explain)

CERTIFICATION

Under penalties of perjury, I certify that:

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

Signature William Kuhn
Date 3/9/23

Print Name William Kuhn

Telephone Number (303) 570-6104

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

- Merchandise Only
- Employee expense reimbursement
- Garnishment / Child Support
- Damage awards & other reimb
- Services
- Contract Labor
- Other (Explain)
- Sale of Land
- Attorney
- Non Attorney

Approved:

Town Administrator

Date

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

[RFQ Submission Form](#) OR
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: RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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: Petre Electric Inc. Fax: _____
Address: 2880 Old Victory Rd City/State: Bennett Zip: 80102
Contact Person: Zeb Petre Title: Owner Phone: 7208109399
Authorized Representative's Signature: _____ Phone: _____
Printed Name: Zeb Petre Title: Owner Date: _____
Email Address: zebpetre@gmail.com

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from contractors interested in providing on-call services for the Town in the various construction trades listed in Section III. ("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Qualifications ("RFQ").

II PROJECT DESCRIPTION

The goal of the RFQ is to establish a roster of contractors that can provide construction trade services to the Town on an as-needed basis. Therefore, the Town invites qualified contractors to submit proposals to provide on-call services in the trade categories listed in Section III. The Town intends to select three contractors in each category of service but reserves the option to award single or multiple contracts and may award more than one category of service to one contractor. On-call contracts will have a term of one-year, which may be extended for additional terms.

III SCOPE OF WORK

- A. The Town is seeking Proposals from contractors in the following trades:
 - a. Concrete work
 - b. Electrical
 - c. Fencing/Gate Installation
 - d. Grading work
 - e. HVAC & Plumbing
 - f. Landscaping and Irrigation
 - g. Painting
 - h. Paving work
 - i. Roofing
 - j. Snow removal
 - k. Trash haul off and pickup
 - l. Wet utilities
 - m. Playground/Park Equipment
 - n. Building/Facility Improvements

- B. The selected contractors will perform services on an as-needed basis as may be requested by the Town at a variety of sites throughout the Town. Project values will not exceed \$100,000 per project. Selected contractors shall provide all necessary personnel, labor, materials and equipment to accomplish assigned projects. Work will be awarded by issuing task orders under the on-call contract. Task orders will include specific project requirements, a schedule and price. Proposers should note that that issuance of an on-call contract does not authorize any specific work or constitute a guarantee that any work will be assigned to a contractor.

RFQ INSTRUCTIONS

I QUESTIONS ABOUT RFQ

All technical inquiries regarding this RFQ shall be made in writing to **Robin Price rprice@bennett.co.us** no later than five (5) days before Proposals are due. Non-technical inquiries may be directed to **Finance Department (Danette Ruvalcaba, druvalcaba@bennett.co.us)**

II AMENDMENTS TO RFQ

The Town reserves the right to amend this RFQ 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 and average number of employees
 - 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. Experience of the firm reflecting technical capabilities, project experience in conjunction with projects of this nature, and addressing the scope of services.
4. The name, organization and phone numbers of three clients (preferably municipal or other public entities) who may be contacted and who have worked with the proposed primary contract.
5. Fee schedule, including hourly rates for key personnel and equipment. Provide a maximum escalation factor that will be applied to future years of the contract.
6. Signed copy of the cover page of this RFQ (page 1 of this RFQa)
7. Completed Pricing Form (form attached or include your pricing form with hourly and weekend hourly rate)
8. Completed Sample W-9 (form attached)
9. List any requested deviations from the attached Sample Agreement

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL QUALIFICATIONS

One (1) copy of the Proposal shall be submitted via [RFQ Submission Form](#), hand-delivery or mail to:

Town of Bennett
Attn: **Robin Price**
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email:

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

For emailed Proposals, include the RFQ title in the subject line. **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 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. Hourly Rates of Personnel/Equipment
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.

February 13, 2023	Issue Request for Proposal
March 9, 2023	Proposal Submittal Deadline
March 9, 2023	Bid Opening (Please Note: Not a Public Opening!*)
March 29, 2023	Award Notification
March 31, 2023	Award Contract

TERMS AND CONDITIONS

- 1. Responses to RFQ.** 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 RFQ 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 RFQ 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 RFQ, to make and issue modifications to the RFQ 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 RFQ, 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 RFQ, 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 RFQ, 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 RFQ for a minimum period of five (5) years prior to the date of this RFQ. 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.

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 (Can use this form or provide your own pricing form, include Hourly Rate and Weekend Hourly Rate)

PRICING (FOR EACH PARTICIPANT)

ITEM	Hourly Rate Weekend	Hourly Rate	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	127.50		Foreman Overtime Rate		\$0.00
2		85	Foreman standard Rate		\$0.00
3	112.5		Journeyman Overtime Rate		\$0.00
4		75	Journeyman Standard Rate		\$0.00
5	94.5		Apprentice Overtime Rate		\$0.00
6		63	Apprentice Standard Rate		\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
			Total		\$0.00

Not to Exceed Total:

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:

Petre Electric Inc.

NAME (Legal Name)

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

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

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.)

2880 Old Victory Road

STREET ADDRESS

Bennett, CO.80102

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 47-4879455

Name of Business Owner (please print) Zebulen Allen Petre

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 3/6/23

Print Name Zebulen Allen Petre

Telephone Number () 7208109399

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

- Merchandise Only Services Attorney
- Employee expense reimbursement Contract Labor Non Attorney
- Garnishment / Child Support Other (Explain)
- Damage awards & other reimb Sale of Land

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

AGREEMENT FOR ON-CALL CONSTRUCTION TRADE SERVICES

This Agreement, is made and entered this _____ day of _____, 20____ (the “Effective Date”) by and between the Town of Bennett (“Town”), a Colorado municipal corporation and _____ [*insert Contractor’s legal name*] (“Contractor”).

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work.** a. The Contractor agrees to provide the Town with the following on-call construction trade services: _____, as requested in writing by the Town in accordance with the terms of this Agreement (the “Work”).

b. No Work shall be commenced until the parties develop and agree to one or more written task orders specific to the Work to be performed (the “Task Order”) and, if requested by the Town, until after a meeting of the Contractor and Town representatives. No such Task Order shall be effective until signed by the Town and Contractor. The Town shall have no obligation to pay the Contractor for work done without a written Task Order.

c. The Contractor shall finally complete each Task Order in a thorough and workmanlike manner in every respect to the satisfaction and approval of the Town, within the time specified in the Task Order. Prompt completion of the Work is essential to the Town, and time is of the essence in all respects regarding this Agreement and the Work.

d. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

2. **Non-Exclusivity.** The parties agree the Town is not obligated to use Contractor for any specific project or for any projects at all during the term of this Agreement. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

3. **Term and Renewal.** a. This Agreement shall be effective as of the Effective Date and shall extend for one year, unless earlier terminated pursuant to this Agreement. Upon completion of the initial one-year term, the Agreement will automatically extend for up to _____ additional one-year terms, unless, at least sixty (60) days prior to the renewal date, either party gives the other party written notice of its intent not to renew the Agreement.

b. 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. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

4. Compliance and Licensing. a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the Work, such as barricading and traffic control, in accordance with the requirements of the Town.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the Town of Bennett.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the Town of Bennett in accordance with the Bennett Municipal Code and shall pay the required fees for such license.

d. Contractor shall at all times keep the Work sites free from accumulation of waste, materials or rubbish caused by Contractor's operations and shall at all times maintain a neat and orderly work area as required by Town. At the completion of the Work, the Contractor shall remove all such waste, materials and rubbish from and about the work sites, as well as Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall comply with any and all provisions of applicable law with respect to the transportation, handling, use, storage, disposal, removal and disposal of hazardous material, hazardous substances or hazardous waste in accordance with all applicable law or governmental regulations, including any governmental order or requirement for cleanup or remedial work arising out of Contractor's transportation, handling, use, storage or disposal of such hazardous materials.

e. Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Work site at all times during performance of the Work. The superintendent shall represent the Contractor and communications given to the superintendent shall be binding as if given to the Contractor. Contractor shall not employ a proposed superintendent to whom the Town has made reasonable and timely objection. Contractor shall not change the superintendent without the Town's consent, which shall not unreasonably be withheld or delayed. The Town reserves the right to revoke its acceptance of the superintendent at any time on the basis of a reasonable objection. Upon such revocation, the Contractor shall submit an acceptable replacement for the rejected superintendent.

5. Compensation. a. The Town agrees to compensate Contractor for the Work (including labors and materials) in the amounts specified in the Task Order specific to the Work to be performed. This amount shall be inclusive of all costs of whatsoever nature associated with the

Contractor's services. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

b. By the 25th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the Work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these contract documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may not be included for payment at the discretion of the Town.

6. Scope of Payment. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The Town's payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the Town so elects, until the Contractor shall satisfy the Town that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The Town may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the Town may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the Town in lieu of the bond so executed by such surety.

7. Observation of All Laws. It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

8. Contractor's Responsibility for Work. Until the final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by Town, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

9. Termination of Contractor's Responsibility. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by Town in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

10. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the 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, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. 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.

11. Insurance and Bonds. a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by Town. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. 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. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for

contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.

c. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. 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 Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be completed by the Contractor's insurance agent 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. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy.

e. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which 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 monies due to Contractor.

f. The parties hereto 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.

g. If the price set forth in the Task Order exceeds \$50,000 and unless waived by the Town, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but

not limited to the guaranty period provided in this Agreement. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the Town and executed by such sureties licensed to conduct business in Colorado that are acceptable to the Town.

12. Evidence of Satisfaction of Liens. Contractor shall provide Town with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. section 38-26-101 et seq.

13. Acceptance of Work. No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by Town or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

14. Guaranty of Work. Contractor agrees to guarantee all Work under this Agreement for five years from the date of final acceptance by the Town. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by Town, then the Contractor shall, when notified by Town, immediately place such guaranteed Work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such guaranty, except that Town shall not have any work performed independently to fulfill such guaranty and require Contractor to pay Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

15. Timing of Change Orders. The Town shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner. Contractor shall provide all supporting documentation for any requested change order prior to Town action thereon.

16. No Assignment. This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the Town.

17. Governing Law. This Agreement shall be deemed entered into in Adams County, Colorado, and shall be governed by the laws of the State of Colorado. 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.

18. Equal Opportunity Employer. a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

19. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

20. Execution. The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this _____ day of _____, 20____.

TOWN OF BENNETT

CONTRACTOR:

By: _____

By: _____

Title: _____

ATTEST:

Town Clerk

ACKNOWLEDGEMENT (Contractor)

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this ____ day of _____, 20__.

Witness my hand and official seal.

My commission expires on: _____

(SEAL) _____
Notary Public

Zebulen Allen Petre

2880 Old Victory Road, Bennett, CO. 80102 | 720-810-9399 | zebpetre@gmail.com

Objective

I am a local contractor/ applicant with over 25 years of experience in the Adams and Arapahoe County area, both working on government as well as countless private construction projects. Being a lifetime resident, I am familiar with the area, and I would like to share in the responsibility of the quality of work as our community grows in the new developments and improvements. I am a contractor of this community and provide a familiar face that many local contractors I know will respect. I would feel proud to be an official part of how our community continues to grow.

Education

HIGH SCHOOL DIPLOMA | 05/20/1996 | BENNETT HIGH SCHOOL

I received my Vocational Technology Diploma through Bennett High School, and went to work out of high school as an electrician.

Skills & Abilities

State of Colorado Master Electrician License #0030532: State of Colorado Electrical Contractor License#0100562

Town of Bennett License#CL-005

MANAGEMENT

- My position with one of my previous employers for 4 years was a Project Manager for Wayne's Electric. The position required supervision of multiple projects at the same time. Estimating projects, planning out the execution of the projects, budgeting and labor management throughout the project, and Close out/ Warranty response.

SALES

- As a Project Manager for Wayne's Electric, part of my responsibility was to engage with new clients for projects to improve our sales for the year. As I developed relationships through either networking, or on the job performance, I would be responsible for the work I was creating. I would have the coordination with my Director of Operations during the estimating of projects. I recruited the vendors for quotes for various items; Fire Alarm, Lighting and Lighting Controls, Building Automation, Lightning Protection, Switch Gear, and basic commodities. As I was responsible for selling these products to the customer, I set up the budgets, submittals, the purchase orders for the necessary products for each project, the close out documents, and the warranty information.

I started my company Petre Electric, when I left Wayne's Electric. I didn't go full time into it until summer of 2015, and in August I made it official. I have stayed busy with estimating and building residential, and commercial projects as well as small service call projects. My business has grown each year I have been in operation. My sales for 2015 were \$250k for 4 months on my own, in 2016 I doubled that year's sales to \$500k, 2017 I was over \$800K, 2018 sales increased to 825K, 2019 was my biggest year with 1.1M in sales, this year 2020 sales have dropped off and payments have not been easy to collect which will leave me with a down year of around 610K.

Experience

PRESIDENT | PETRE ELECTRIC INC. | 8-25-15 TO PRESENT

My clients ranged from small service calls, to custom homes, multi family, residential remodels, King Soopers remodel work, Core and Shell Tenant buildings, Arby's ground up and remodels, a lot of Starbucks stores remodels and ground up construction projects.

I have a great relationship with the Bennett School District and its School Board. The School has allowed me the opportunity to take on such projects as the Bennett Upper Elementary School, The Bennett Baseball Field Lights, the exterior lighting upgrades as well as other small projects for the Bennett School District.

I have worked with the Town of Bennett since 1997, I wired the Trupp Park parking lot light poles, I wired the Antelope Hills Pump houses, I wired the current Public works building, I wired the Antelope Hills Maintenance building, the Town of Bennett Town Hall, parking lot lighting as well as working on the parks, and community center, the Nom Com Facility, as well as the new fish pond at Antelope Hills.

GENERAL FOREMAN | BERG ELECTRIC | 4-2015 TO 8-2015

- Worked here for a couple of months while my Petre Electric Business was growing. I ran civil installations for Medium Voltage Underground at the VA Hospital in Aurora for the summer. I coordinated the installation of 35 underground electrical and communication vaults. Executed the installation of the entire duct bank system around the VA hospital in Aurora.

FOREMAN LEVEL 5/ ENCORE ELECTRIC/ FROM 1-2015 TO 4-2015

- Worked on Microsoft Data Center Cheyenne Wyoming installing Cable Bus and Generators throughout the campus. Left the company to come back home.

PROJECT MANAGER/GENERAL FOREMAN/ LEADMAN/JOURNEYMAN - WAYNE'S ELECTRIC- FROM 4-2001 TO 12-2014.

- Worked my way up in the company, as I hired on with them when I had my Journeyman License for 1 year. I learned how to build large commercial projects from retail, to schools, and agricultural projects. I will provide a list of projects if requested.

Thank you for your consideration!

Sincerely,

Zeb Petre

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

RFQ Submission Form OR
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:

RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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: Southwestern Painting Fax: _____
Address: P.O. Box 88 City/State: Platteville, CO Zip: 80651
Contact Person: Barbara H Title: OWNER Phone: 71300.2121
Authorized Representative's Signature: [Signature] Phone: 71300.2121
Printed Name: Barbara H Title: owner Date: 3-9-23
Email Address: _____
SouthwesternpaintingLLC@yahoo.com

Town of Bennett • 207 Muegge Way • Bennett, CO 80102 • p. 303-644-3249 • f. 303-644-4125

PRICING FORM (Can use this form or provide your own pricing form, include Hourly Rate and Weekend Hourly Rate)

PRICING (FOR EACH PARTICIPANT)

ITEM	Hourly Rate	Weekend	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	Hourly Rate	Hourly Rate			
1	\$34.00	\$34.00	Painter/Journeyman	\$34.00	\$0.00
2	\$26.00	\$26.00	Painter/Laborer	\$26.00	\$0.00
3	\$34.00	\$34.00	Dry waller/Journeyman	\$34.00	\$0.00
4	\$26.00	\$26.00	Drywall/Laborer	\$26.00	\$0.00
5	10%	10%	Mark up for material	10%	\$0.00
6					\$0.00
7			** NO mark up for		\$0.00
8			Lift rentals.		\$0.00
9					\$0.00
10					\$0.00
			Total	<i>Varies from job to job</i>	\$0.00

Not to Exceed Total:

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:** Barbara Hurtado
Southwestern Painting
NAME (Legal Name)
Southwestern Painting
BUSINESS NAME (If different from above e.g. DBA)

2 **ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED**
(if different from above):
Southwestern Painting
NAME (As it appears on invoice)
P.O. Box 88
ADDRESS
Platteville, CO 80651
CITY, STATE, ZIP

3. **PAY TO OR REMITTANCE INFORMATION**
(If more than one remit to address, please attach on additional page.)
P.O. Box 88
STREET ADDRESS
Platteville, CO 80651
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 _____

86-2007964

Name of Business Owner (please print) _____

Southwestern Painting

Check Appropriate Box:

Corporation

Partnership

Government

Individual/Sole Prop

Non-Profit Organization

Other

(Must explain)

CERTIFICATION

Under penalties of perjury, I certify that:

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

Signature _____

Date _____

Print Name _____

Telephone Number () _____

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

Merchandise Only

Services

Attorney

Employee expense reimbursement

Contract Labor

Non Attorney

Garnishment / Child Support

Other (Explain)

Damage awards & other reimb

Sale of Land

Approved:

Town Administrator

Date

Southwestern Painting's Philosophy & Approach towards Viable Sustainability

The efforts of our Painting & Design team are guided by the three **P's of sustainable principles** ('People', 'Planet', and 'Pocketbook'). **Southwestern Painting's** focus on sustainability encompasses many aspects of how we Conduct Ourselves and How We Apply our Core Values into every project. Eco-Friendly painting and abatement can have extensive direct & indirect impacts on the environment, society and our economy. Sustainability is increasingly taking front stage in the business environment that we work in. **Southwestern Painting** focuses on a Safe and Responsible way to operate our business, minimize & lowering potential risks, lowering our Costs & Labor Burdens, attracting talented employees, maintaining our reputation today while advancing the interests of future generations.

1.) Take What the Site Offers For Free

The main objectives of sustainable design are to reduce, or completely avoid, depletion of critical resources like energy, water, and raw materials. A good design derives the process and vocabulary of a building from the knowledge of its natural surroundings. Therefore our projects, whether they are located in Urban cities of Colorado or the High Plain's desert of Alamosa, are all unique responses to their place. The collaboration of the client and **Southwestern Painting** will ensure that the architecture/construction/ & daily occupant will be contextual, timeless, and distinct. That philosophy incorporated with a "Leave No Trace Policy" include improving our quality objectives, responsibly using green technologies such as knowledgeable Eco-Friendly paint manufacturers, and effective use of Non-Evasive lead paint abatement.

- A.) We implement a Hazardous Spill program insuring no contamination impacts storm water collection.
- B.) Our job site trailers have & use renewable energy and/or utilize solar retention capabilities.
- C.) We use eco-friendly products whenever possible & minimize our water consumption for cleaning.
- D.) We car pool our Staff & Personnel to the jobsite as often as possible.
- E.) We utilize recycling into our jobsite(s). Reduce disposal costs. Re-use, Re-pair & Re-place.

2.) Make Sustainability Part of the Building's DNA

Good design and sustainability should work together to result in superior green strategies, technology systems, and architectural design. A building should wear its sustainability not only as a demonstration serving to inspire those who interact with the facility, but also as a model of achievement for the community.

- A.) We control the working environment with tested and proven (IEQ) Indoor Environmental Quality programs.
- B.) We minimize high-VOC emissions by using environmentally friendly products.
- C.) Track our progress. Measure sustainability, including reduction to energy, water use & waste generation.

3.) Design Differently

Our team's sustainable approach is in contrast to the conventional method which most firms apply to sustainable building design. First, our team begins with the site itself. **Southwestern Painting** is aggressive in our use of its free gifts for sustainable design. Secondly, the understanding of the local climate and environment offer clues necessary in designing a facility where passive systems are maximized and reinforced by the building structure and shape. In the third step, we apply the latest appropriate conservation measures to begin at a lower base line for all energy uses and renewable offsets. After we fully utilize the opportunities of these measures we begin to look at the active systems and the latest appropriate technologies available.

Southwestern Painting's pledge and approach giving the client a project using fewer resources such that it is fundamentally more cost effective than the typical sustainable project which offers the best value delivery for the project.

ASSIGNED PERSONNEL

List of Project Personnel:

Barbara Hurtado, owner and person primarily responsible for this contract. Ms. Hurtado has over 20 years of experience in managing and working on site at projects with Southwestern Painting alone.

Phillip Chavez, operator and supervisor who is also responsible for this contract. Mr. Chavez has over 42 years of experience in painting and managing work site projects.

Joshua Chavez, On site field worker. Mr. Chavez has over 15 year of experience in painting.

Nikki Hurtado, onsite field worker. Ms.Hurtado has 15 years of experience of interior and exterior of painting.

Jim Wooten, Dry wall. Mr.Wooten is a 40 year Journeyman in all phases of dry walling.

Our average employee(s) is 5-10

Locations of employees vary from: Weld County, Adams County, Denver County.

List of Similar Projects Completed:

All four key personnel noted above have been intimately involved in all of the following projects:

City of^t -Westminster- City Hall, Police Building, Holding Cells, Maintenance Buildings, Fire Stations, etc. . . ,

Adams County — exclusive contract for all painting needs: Detention Facility, Courtrooms, Elevated Water Tower, Fairground Buildings, Golf Course, and Judicial Center

City of Arvada — golf courses, mechanical equipment on roofs

City of Aurora — public office buildings, libraries, storage facilities

City of Lakewood — Interior of Police Department

City of Thornton — underground water tanks

Colorado Mountain College — resident halls, administrative buildings, classrooms, facilities, animal hospital, etc.

Weld County — public office buildings, motor pool garages, etc.

Classic Contractors — commercial painting

Numerous Custom Homes for Builders

SOUTHWESTERN PAINTING
REFERENCES

Agency: Adams County

Mike Holub Facilities Director

mholub@adcogov.org

720.641.6235

Description of work Performed: Elevated water tank, judicial court rooms, detention center, offices and public areas.

Agency: City of Westminster

Laura Motooka — Facilities Management

lmotooka@cityofwestminster.us

303.658.2449

Description of work Performed: Police Buildings, Fire Station, Motor Pool Buildings, etc...

Agency: City of Denver

Joi Moton

Joi.moton@denvergov.org

720.865.7507

Description of work Performed: Community Center-paint and drywall repair.

Agency: Adams County

Eric Bryant — Facilities Manager

ebryant@adcogov.org

303.915.6238

Description of work Performed: Int. & Ext. of Administration Bldg., int. & ext. of Fairgrounds Bldgs., Motor Vehicle Dept., etc....

Agency: City of Ft. Collins

Nick Jovene – Facilities Manager

970.227.2814

Description of work Performed: Office buildings, Fire Stations, Police Station offices, City Hall offices, Motor Pool areas.

Agency: Classic Construction

Karl Schmidt- Owner

970.371.1604 Karl.clacont@gmail.com

SOUTHWESTERN PAINTING

Description of work Performed: Office Buildings, jail cells, public areas, water tanks, Grandstands, Pride Flags, etc.

Agency: Westminster Public Safety Building

Commander Tim Read

tread@cityofwestminster.us

303.658.4261

Description of work Performed: Interior Police Building, holding cells, offices, etc....

Agency: City of Denver

Gregory Cieciek – Project Manager

Gregory.cieciek@denvergov.org

720.217.9125

Description of work Performed: City & County Building, Police Bldg., Drywall repair, Police training station, etc....

Description of work performed: DOT offices, collage residents, epoxy flooring, government offices

3 client organization References

1. Agency: City of Westminster

Laura Motooka — Facilities Management

lmotooka@cityofwestminster.us

303.658.2449

2. Agency: City of Westminster Public Safety Building

Commander Tim Read

tread@cityofwestminster.us

303.658.4261

3. Agency: Classic Construction

Karl Schmidt- Owner

970.371.1604 Karl.clacont@gmail.com

Profile of the Firm

1. **Size of firm and size of local office - Currently Southwestern Painting has nine employees and the ability to hire more dependent upon size of the job.**
2. **Location of the office – Southwestern Painting is a local company and located in the City of Brighton, Adams County.**
3. **Number of professional staff to be assigned to the on-call painting projects on a full-time basis – Five to six staff will be available full time throughout the duration of this contract.**
4. **Number of staff to be assigned to the on-call painting project on a part time basis - Three to four staff will be available. Currently we have on-call staff to meet the need of any project.**
5. **Identify the supervisory and management staff who will be assigned to the county painting project: Phil Chavez, Barbara Hurtado and Joshua Chavez**
6. **Provide resumes for each person that will be assigned to county painting projects – attached**
7. **Provide any substantial complaints against the firm and any outstanding litigation - None.**
8. **Provide documentation that satisfies the criteria to be evaluated - attached**

Southwestern Painting will provide commercial and industrial painting service for the interior and exterior of various buildings for the city. This will be done in accordance with the highquality preparation and painting procedures that the city is accustomed to by Southwestern Painting.

Southwestern Painting is uniquely qualified for this engagement due to several factors.

- Southwestern Painting utilizes a variety of industrial and commercial products which requires years of expertise in each application including wall, epoxy floor applications, above and below ground water towers and tanks. This combination gives Southwestern Painting the ability to meet the needs of any job.
- Southwestern Painting is also certified for led removal.
- Southwestern Painting offers flexible works hours and days. This includes working weekends, nights and holidays. Whatever it takes to perform the task at hand. This is done without passing any additional costs on to the client; understanding that many areas of the city cannot be interrupted during normal business hours.
- The Owner and Operator are on site at each job and work side by side with the knowledgeable and professional crewmembers; further insuring that the best quality and workmanship is met.
- Thirty years ago, the Operator went through a professional apprentice training program and has been painting ever since. His knowledge is passed on to his long-term crew. This crew is very diverse including females, minorities and recruits from local apprenticeship programs.
- Aside from the recruiting from local apprenticeships, Southwestern Painting buys locally from the area it works at; allowing for the local markets to also gain from the contracts awarded.
- Southwestern Painting has had only one owner and has worked to grow the reputation of the company. The reputation is due to the hard work and sweat put in throughout the years; not like a franchise that has been purchased and gained a reputation from a sale. ● The Owner and Operator is available and look forward to participating in the interviews/demonstrations on the proposed dates as stated in the Schedule section.
- Owner and all employees have passed CGIS background checks for the state of Colorado



March 2, 2023

To Whom It May Concern:

I'm happy to recommend the services of Southwestern Paint.

It was a pleasure working with the team. They were punctual, attentive, and efficient the completion of the projects. We're completely satisfied with outstanding job painting our facilities at Denver Human Services.

Thank you,

Ronald Patterson, Facility Operations Administrator



To whom it may concern,

I have worked on countless Northern Colorado projects with Phil Chavez and Southwestern Painting. I would like to extend my sincere recommendation for Phil and Southwestern on any future painting projects and express my desire to work further with them. Phil works as a true ally and team member to any project I may ask for assistance with.

Southwestern is my preferred partner for maintaining our roughly 3 million SF of city owned facilities. He is very comfortable working on a wide range of facilities using a wide range of products. He has worked in office buildings, mechanical rooms, recreation facilities, parking garages and pools. He always works in a professional manner and is always willing to accommodate facilities that are occupied 14-20 hours per day.

I would like to express my confidence in Phil and my desire to continue my 5+ year relationship with him and his team on future projects. Please feel free to contact me if you would like to discuss further.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Jovene".

Nick Jovene
Facility Superintendent (Former)
City of Fort Collins
~~970-221-6533~~ 970.227.2814

To whom it may concern.

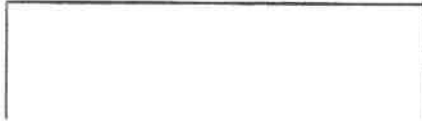
I would like to take this opportunity to express my extreme pleasure with the customer service and exceptional work provided by Southwest Painting.

The whole crew is professional, courteous and paid attention to detail. These qualities along with their timeliness is most appreciated, especially with large projects and our tight time frames. They have always exceeded my expectations and are true to their word.

I highly recommend Southwest, and look forward to working with them again in the near future.

Sincerely,

Alisha Maes



Assistant Coordinator of Student Life
970.947.8204 amaes@coloradomtn.edu

Colorado Mountain College Spring Valley
3000 County Road 114 Glenwood Springs, CO 81601
ColoradoMtn.edu

Colorado Mountain Collage

Steamboat Springs, Co

Bob Beck

Physical Plant Manager

To It My Concern.

We have used Southwestern Paint for several years now and they have been a great company to work with. They have done outstanding work for us and they always are very conscious of their work.

Projects they have done are:

Hill Hall Resident's Rooms and Hallways.

Hill Hall Multi-Purpose Room

Bristol Hall Interior Hallways.

Bristol Hall Exterior Wall Siding.

Campus Exterior Hand and guard rails.

They stand behind their work and I never had a problem with them.

I would highly recommend Southwestern paint.

Bob Beck

Physical Plant Manager

Dear Potential Painting Services Client,

This letter of recommendation outlines excellence, expertise and service specific to Southwestern Painting.

I manage a busy public building. In 2012, we selected Southwestern Painting for two separate maintenance/painting projects. One job related to exterior work on natural wood timbers; the second job was interior paint and natural wood care and stain.

I would work with Southwestern Painting again for the following reasons:

- ✓ They have extensive knowledge of and experience with current paint, stain and seal products and can make recommendations specific to individual projects and unique surfaces or challenges.
- ✓ They communicate well in cases of potential delays, questions, concerns or suggested changes.
- ✓ They are an efficient team. They were in the building and painting within about 30 minutes of arrival on the interior paint job.
- ✓ They are considerate of schedules, calling ahead if there are delays and understanding the importance of finishing a job on time.
- ✓ They have great aesthetic sensibilities. I am comfortable deferring to them for design decisions (and I am aesthetically picky; so this is a big one for me!).
- ✓ They demonstrate initiative and good judgment in their work ethic.

If you wish to discuss their skills further or visit our site for a look at their work, please let me know.

Sincerely,

Mary Ann Bonnell

Mary Ann Bonnell
Senior Natural Resource Specialist
Aurora, CO
303.859.8911
mbonnell@auroragov.org

----- Original message -----

From: "Childers, Aaron" <agchilders@coloradomtn.edu>
Date: 3/11/19 1:34 PM (GMT-07:00)
To: Phil Chavez <southwesternpainting@live.com>
Subject: Southwestern Painting: Strong Recommendation

To whom it may concern,

Southwestern Painting delivers excellent workmanship consistently. Their work ethic is strong and their attention to detail is precise. For the budget conscious, Southwestern Painting is very fair when it comes to bidding jobs large or small. They watch out for their customers bottom line while providing quality work.

Southwestern Painting showcases a level of professionalism in the painting industry few other contractors can live up to. In the past 4 years that we've worked together, every job Southwestern Painting has completed for the CMC Edwards campus has been finished thoroughly. Phil and Barbara's knowledge in the paint trade extends an immense body of knowledge from exterior stucco patch, paint and repair to interior coatings to interior/exterior metal surfaces. If something can be painted, Southwestern Painting will complete the job with excellence. They apply the product in the job bid to specification, so there's never any returning to "touch up" or "re-coat". Phil has even had his crew paint areas that weren't included in the quote because he felt they "needed some attention". He's always putting in extra.

I have never had any scheduling issues with Southwestern Painting as well. They arrive when they say they're going to arrive and they complete the job when they say they'll complete the job. They're competent. If you're looking for a company that you can trust, then Southwestern Painting is the right choice!



AARON CHILDERS

Maintenance Manager

O: 970.569.2918 / C: 970.401.1831

agchilders@coloradomtn.edu

Colorado Mountain College Vail Valley

Edwards Colorado 145

150 Miller Ranch Road / Edwards, CO 81632

ColoradoMtn.edu **ht do something MAJOR**

Trevor Graf
Adams County Parks Department
9755 Henderson Rd.
Brighton, CO 80601

Southwestern Painting
PO Box 1400
Brighton, CO 80601

To Whom it May Concern:

I am writing this as a letter of recommendation for the quality work that I received from Southwestern Painting. From the opening bid, to the final touch-up work, the individuals at Southwestern Painting displayed an honest, up-front demeanor that made working with them a pleasure. They have accomplished a number of projects for me in the last couple of years, and all have been top-notch. Their staff was friendly and reliable, and I would recommend them to anyone who is looking for a local company to do high quality work.

If there are any questions or concerns, please contact me at 720-280-7267.

Sincerely,

Trevor Graf



PUBLIC WORKS DEPARTMENT

Facilities Management Operations

13636 E. Ellsworth Avenue
Aurora, Colorado 80012
(303) 326-8150
Fax: (303) 326-8155
facilitiesmgmt@auroragov.org

TO WHOM IT MAY CONCERN,

This letter is my personal recommendation for Southwestern Painting Company. I've had the pleasure to know both Phil and Barb Chavez, owners of Southwestern Painting, for the past year and hire them for several medium sized interior and exterior painting projects. Each project I've enjoyed working with their crew and they seem extremely conscientious to provide a comprehensive finished product.

Over a period of approximately 12 months Southwestern Painting has completed 4 painting projects for the City of Aurora and we're currently under contract to paint a large interior space inside our Main Central Library starting in April. During each of these projects, Southwestern has demonstrated professionalism, dependability and attention to detail while keeping each building operational. They have been prompt with project schedules, deadlines and willingness to make field changes when required and their price structure is fair and competitive with similar type painting projects.

I would recommend using Southwestern Painting for any type of interior or exterior painting requirements and I plan to continue using them in the future.

If you have any questions or would like more information please contact me directly.

Sincerely,

A handwritten signature in cursive script that reads "Steve Knox".

Steve Knox
City of Aurora
Superintendent of Facilities Operations
Office 303-326-8158
Cell 303-564-8507
sknox@auroragov.org

Southwestern Painting Job Duties Requirements:

All other employees assigned the specific job site will meet the following requirements:

- Unless in Apprentice Program, all other employees will have no less than 3 years of experience in prep and painting duties as well as experience in wall and floor applications.
 - Good work ethic
 - Able to work various hours
 - Able to take instructions
 - Pass background checks
 - Dependable Transportation

Southwestern Painting

Commercial & Industrial Painting * Lead Paint-Abatement Removal Certified

PLEASE READ & REMOVE BEFORE USING THIS POLICY

This program is designed to provide the user with information on establishing an effective Safety Management Program to help prevent costly work related injuries and to support compliance with OSHA workplace safety regulations.

This safety & health program and all the attachments are not company specific. It is the employer's responsibility to ensure that the appropriate changes are made to this policy to better reflect the specifics of the operation. You'll need to go through the policy and the applicable attachments and make them more company specific by inserting your company name where appropriate and the names of employees in charge of implementing various aspects of the policy.

**Southwestern Painting, ..
549 S. Fourth Street, Brighton, Colorado 80601**

The practice of occupational safety and health and its related regulatory programs are constantly under review and change. Additionally, there are significant differences in professional interpretation of regulatory standards and pertinent occupational safety and health information. In order to prevent costly work related injuries and occupational illnesses with the resulting worker's compensation insurance claims, all employees must be properly trained and held accountable for safety. Employees must understand all known hazards presented in their work environment and be able to respond appropriately to unplanned hazards, which may arise. The responsibility for complying with regulatory requirements and staying current with regulatory issues resides with the employer.

This publication is not intended to take the place of legal or professional assistance. If legal advice or other expert assistance is required with regard to a specific issue confronting an employer, then the services of a competent professional should be sought accordingly. No representation can be made or responsibility taken by the publisher regarding the completeness, accuracy, or continued validity of the information in this publication.

This program does not address every item in 29 CFR 1926, nor is it intended to address motor carrier safety regulations, environmental safety regulations, or local codes and ordinances. The manual addresses several areas related to the prevention of workplace injuries and accidents faced by employers engaged in "general industry" operations. It is very important to understand that under Federal Law you are responsible for compliance with all standards and regulations of 29 CFR 1926, which apply to your work areas and operations. All employers are encouraged to obtain and become familiar with, a copy of the OSHA General Industry Safety and Health Standards, 29 CFR 1926, published by both the U.S. Govt. Printing Office and several private printing firms. The OSHA web page is also a very valuable resource: www.osha.gov

Southwestern Painting

Commercial & Industrial Painting * Lead Paint - Abatement Removal Certified

CORPORATE MANAGEMENT POLICY STATEMENT

1.0 CORPORATE MANAGEMENT POLICY STATEMENT

The personal safety and health of each employee of our organization is of primary importance. We believe that our employees are our most important assets and that their safety at the worksite is our greatest responsibility. The prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary. Management will provide all mechanical and physical facilities required for the personal safety and health of each of its employees.

To be successful, such a program must embody the proper attitude toward injury and illness prevention on the part of corporate management, supervisors, and employees. It also requires cooperation in all safety and health matters, not only between corporate management, supervisor and employees, but also between each employee and their fellow workers.

Our concern for safety and health of all human beings is daily, even hourly. We expect every person who conducts the affairs of our company, no matter in what capacity they function, to accept this concern and its responsibility. Employees are expected to use the safety equipment provided. Rules of conduct and rules of safety and health must be observed. Safety equipment cannot be abused or destroyed.

Cooperation between our employees and management in the observance of this policy will ensure safe-working conditions, will help result in accident-free performance and will work to our mutual advantage. It will also assist in reducing workers' compensation costs (direct costs) and reduce jobsite down time, material loss and regulatory agency fines (indirect costs).

Management has the authority to procure the necessary resources to execute the objectives of our company's safety and health program. We will hold managers, supervisors and employees accountable for meeting their responsibilities so that essential tasks will be performed.

1.1 CORPORATE MANAGEMENT SAFETY RESPONSIBILITIES

1. Eliminate potential hazards by providing appropriate safeguards, personal protective equipment and safe work tasks.
2. Provide necessary personal protective equipment and enforce its use and care.
3. Provide effective training, which is required by the "standards", as a minimum for the employees.
4. Become familiar and comply with applicable OSHA standards (29 CFR 1910, General Industry, and 1926, Construction) and make copies of medical records as well as all safety and health programs available for employees to review.
5. Review, consider for approval, and execute appropriate action on safety policies developed by safety committees or safety director.
6. Ensure a high level of productivity and safety performance and hold project management staff accountable.
7. Assign an individual(s) [competent person-Barbara Hurtado (Safety Compliance Officer)] the authority for the implementation of the safety program at each worksite.

1.2 SAFETY DIRECTOR RESPONSIBILITIES

1. Monitor supervisory management and employee activity to ensure that the corporate programs are carried out in a timely manner.
2. Shall coordinate safety information between projects/shops to assure that all projects will benefit from each other's efforts.
3. Coordinate all safety activities including jobsite inspections, and distribution of safety materials. Perform jobsite inspections periodically and follow up corrective actions.
4. Maintain all accident records and complete all required OSHA forms.
5. Analyze accident records and show trends.
6. Promote safety education on all levels.
7. Periodically review safety rules and standards with employees to confirm that the company is meeting its goals and objectives.
8. Review with supervisors how to handle emergency procedures at each jobsite location.
9. Confirm that all required signs are posted, and bulletin boards are maintained in clear and legible condition.
10. Confirm employer is enforcing compliance with all applicable federal, state, and local regulations.
11. Provide a regular report to upper management on the results of the safety program.

1.3 SUPERINTENDENT/FOREMAN RESPONSIBILITIES

1. Know safety rules and work practices that apply to the work you supervise. Take action to confirm that all employees in your charge understand the safety rules that apply to them. Always take immediate action to correct safety rule violations. Unsafe acts or procedures cannot be tolerated.
2. Prevent bad work habits from developing. You are responsible to make daily observations of employees to ensure that they perform their work safely, and continue this observation regularly once safe working habits are established.
3. Take action to correct or control hazardous conditions within your work areas. If it is beyond your control, remove the employee until the condition is safe. Eliminate unsafe conditions and prevent an accident.
4. Encourage workers to report unsafe conditions or procedures. Listen to your workers and don't take their safety complaints lightly. No job should proceed when a question of safety remains unanswered. Seek advice from your project manager when necessary.
5. Set a good example. Demonstrate safety in your own work habits and personal conduct. Always wear personal protective equipment in areas where personal protective equipment is required.
6. Train your employees on the proper safety procedures to follow, including the use of additional safeguards such as machine guards and personal protective equipment.
7. Investigate and analyze every accident, however slight, that occurs to any of your employees. Control the causes of minor incidents to help avoid future crippling accidents.
8. Complete and file a report on each and every incident and accident that occurs at your jobsite. If you have question or require reporting forms, contact your project manager.
9. Conduct weekly safety toolbox meetings.
10. Make safety suggestions.
11. Serve on safety committee, if requested.
12. Take an active part and participate in safety meetings.
13. Non-compliance of these rules as well as other federal and/or state laws or regulations may be legal violations subject to civil and/or criminal penalties.

1.4 EMPLOYEE RESPONSIBILITIES

1. Whenever you are involved in an accident that results in personal injury or property damage, no matter how slight, the accident must be reported to your supervisor or other management personnel prior to the end of the work shift. Get first aid promptly.
2. Report any condition or practice you think might cause injury and/or damage to equipment immediately to your supervisor.
3. Do not operate any equipment, which, in your opinion, is not in a safe condition. Report immediately the condition that you believe is unsafe to your foreman.
4. All prescribed safety equipment and personal protective equipment must be used when required and must be maintained in good working condition. It is your personal responsibility to use such equipment. The use of required personal protective equipment is a non-negotiable item.
5. Obey all safety rules, government regulations, signs, markings, and instructions. Be particularly familiar with the rules and regulations that apply directly to you in the area in which you work. If you don't know, ask your Superintendent or Foreman.
6. When lifting, use the approved lifting technique. i.e. bend your knees, grasp load firmly, keep load close to you, and then raise the load keeping your back as straight as possible. Always get help with heavy or awkward loads.
7. Do not engage in horseplay; avoid distracting others; be courteous to fellow workers.
8. Always use the right tools and equipment for the job. Use them safely and only when authorized. If you are not familiar with the safe way to use a particular tool or piece of equipment, ask your supervisor. When using your own tools on the job site, make sure all guards, ground pins, etc., are in place.
9. Good housekeeping must always be practiced. Return all tools, equipment, materials, etc., to their proper places when you are finished with them. Keep floors clean and passageways clear. Poor housekeeping wastes time, energy, and material, and often results in injury.
10. The use of drugs and/or intoxicating beverages on the jobsite is forbidden. Being under the influence of alcohol or drugs when on the jobsite is inexcusable. *Immediate discharge for being under the influence and/or using drugs or alcohol may be instituted.*

11. Additional appropriate disciplinary action will be taken for the following offenses:
 - a. Fighting - no matter what the cause.
 - b. Insubordinate conduct or refusal to follow directions.
 - c. False statement, such as injury claims.
 - d. Other inappropriate behavior including, but not limited to, failure to obey safety rules.
12. Loose clothing and jewelry cannot be worn when operating machinery and equipment.
13. Proper work shoes shall be worn at all jobsites. Open toed shoes and sneakers will not be permitted to be worn at any jobsite. If you are observed wearing open toed shoes or sneakers, you will not be permitted to work until you return with proper footwear.
14. Do not handle chemicals unless you have been trained in the safe handling procedure.
15. Hardhats and eye protection shall be worn at all times.
16. Read, understand and follow the guidelines set forth in the material safety data sheets (MSDS) pertaining to your work.
17. Compliance with safety and health rules and regulations is a condition of employment.



Project Number: 23-001
RFQ Title: On-Call Trade Services

CONTENTS OF PROPOSAL

1. Statements of Qualifications including:

i. General firm information including length of time in business and average number of employees
Based out of Eastern Colorado & established in 2016, SSL Choice is one of the most respected and well known fence companies. We started out specializing in fence installation for homeowners, small farms, and ranches. But it was only a matter of time before we started taking on larger commercial and ranch jobs. Today we can take care of anything from your small backyard privacy fence to your 4 miles of barbwire and anything in between.

ii. Resumes of key project personnel and percent of team that is local.
Matt Summers is the owner operator of the business and will be on th project 100 percent of the time.

iii. Location of key project personnel and availability
Bennett CO flexible 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.

Matt Summers and his team will be the proposed and sole contractor of this on-call RPQ.

3. Experience of the firm reflecting technical capabilities, project experience in conjunction with projects of this nature, and addressing the scope of services.

See link for past jobs and experience. <https://www.sslchoicefence.com/blank-3>

4. The name, organization and phone numbers of three clients (preferably municipal or other public entities) who may be contacted and who have worked with the proposed primary contract.

Robin Price - Town of Bennett

Daymon Johnson - Town of Bennett

Tim Ulmer - ESI Douglas County (303) 905-1910

5. Fee schedule, including hourly rates for key personnel and equipment. Provide a maximum escalation factor that will be applied to future years of the contract.

See attached.

6. Signed copy of the cover page of this RFQ (page 1 of this RFQa)

See attached.

7. Completed Pricing Form (form attached or include your pricing form with hourly and weekend h **Page 276**
rate) **See attached.**

8. Completed Sample W-9 (form attached)

W-9 attached.

PRICING FORM (Can use this form or provide your own pricing form, include Hourly Rate and Weekend Hourly Rate)

PRICING (FOR EACH PARTICIPANT)

ITEM	Hourly Rate	Hourly Rate	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	Weekend	Rate			
1	\$150	\$100	Fence Install		\$0.00
2	\$150	\$100	Gate Install		\$0.00
3	\$150	\$100	Snow removal - Skid		\$0.00
4	\$150	\$100	Snow removal - Truck		\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
			Total		\$0.00

Not to Exceed Total:

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

[RFQ Submission Form](#) OR
Town Hall, 207 Muegge Way,
Bennett, CO 80102-7806

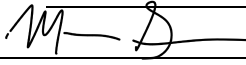
For Additional Information Please Contact: Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

Documents Included in This Package: RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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: SSL CHOICE LLC Fax: _____
Address: 12058 County Road 194 City/State: Bennett Zip: 80102
Contact Person: Matt Summers Title: Owner Phone: 303-913-1539
Authorized Representative's Signature:  Phone: 303-913-1539
Printed Name: Matt Summers Title: Owner Date: 2/22/23
Email Address: sslchoice@gmail.com

Town of Bennett

RFQ- On-Call Trade Services

STAR 
Playgrounds
stellar design and installation

STAR PLAYGROUNDS



Hi, we're Star Playgrounds. We are simply the best commercial playground and recreation company in Colorado and Wyoming. We are dedicated to treating you with the utmost amount of respect - the way we would like to be treated.

Delivering the highest quality products and services is what we are known for providing, everyday. Give us a try - we know you will be pleasantly surprised that we are just as dedicated to excellence as you are. We are all about you and the professional work and integrity we provide in completing your projects.

It is our pleasure to submit the following proposal to the Town of Bennett. Enclosed you will find our proposal package for the On-call Services Bid 23-001. I acknowledge and accept the RFQ and execution of it during the discharge of any subsequent contract. It is clearly understood that by submitting the enclosed proposal in response to this solicitation, Star Playgrounds has accepted all specifications, terms, general conditions, and requirements set forth unless otherwise clearly noted and explained in the proposal.

We thank you for the opportunity to bid this project. If there is any additional information we can provide, or if you have further questions, please do not hesitate to let us know. At Star Playgrounds, we pride ourselves on our superior customer service. Our value-added services start with the front office, include sales and design, and continue through certified installation by our knowledgeable in-house crew. Once the job is complete, a two-year installation warranty, long-term manufacturer warranties, and our on-site warehouse can ensure that your project is enjoyed for many years to come. We are excited for the opportunity to provide you and the City, with our professional services throughout the entire life cycle of their new playground.

At Star Playgrounds we are advocates of Play and believe in the emotional and physical benefits that only Play can provide. Play is for people of all ages, encourages unstructured learning, promotes emotional and physical wellness, builds a sense of community, and most importantly...it's fun! Your consideration is appreciated, and we look forward to working with you to bring Play to your community.



Kit Axton, CPSI
Southern Colorado Account Manager
kit@starplaygrounds.com

Just Be You, Inc. dba Star Playgrounds
9892 Titan Park Circle, Unit 1 ✪ Littleton, Colorado 80125
office: 303-791-7626 ✪ fax: 303-791-3314 ✪ www.starplaygrounds.com

PERSONNEL/PROJECT TEAM



- One point of contact - Kit Axton
- We back her up with a team of reliable and fast-acting helpers if she needs the support. You got it!
- Certified, full-time, in-house installation crew. This allows us to have more control over the schedule and quality of our work.
- Full-time installation and project manager- Brett Miller
- Full-time office staff dedicated to a smooth process for the lifetime of the projects.
- Comprehensive 2-year workmanship warranty.
- All staff is trained in AutoCAD and rendering software
- We do our own in-house renderings in order to provide the fastest design turn-around



Primary Contact:

Kit Axton

Account Manager

Kit's background is in sales, sponsorship and customer service, most recently with a company that sells products that help improve movement and athletic performance.

She enjoys the challenge of providing clients with unique solutions, and excels at listening and connecting with people. With her love of the outdoors, animals and nature, she is committed to getting kids (and their parents) outside and active.

Education: Bachelor of Science, Combined Sciences, Santa Clara University

Professional Certifications: Certified Playground Safety Inspector, ***Inclusive Play Design Specialist***

Represents all product lines herein.

Installation Manager:

Brett Miller

Installation and Project Manager



Brett's expertise helps Star Playgrounds create a hassle free installation that complies with current safety standards and guidelines. He is able to navigate unforeseen site constraints, deadlines, as well as client expectations with professionalism and ease. Brett leads 6-10 community builds each year.

Brett has been an integral part of Star Playgrounds since 2016

Education: High School

Professional Certifications: Certified Playground Safety Inspector, Certified Shade Installation, Playworld Certified Installer

Play Equipment Full-Time Salaried Labor Force:

Erin Starr

Chief Operating Officer



Since 2001, Erin has been using her creative talents and excellent insight into company management and play to enhance operations as Chief Operating Officer. Upon taking the position in 2016, she was tasked with an overhaul of company structure and culture. Erin started in the field as an Account Manager focused on Inclusive Play design and that continues to be one of her passions. As a facilitator of fun, she dedicates her time and energy engaging new prospects on the value of play. In her spare time, she gives rides to the Star Playgrounds' Playground tester to discover new awesome playgrounds built by Mommy.

Education: Bachelor of Arts, History and Theater, University of San Francisco

Professional Certifications: Certified Playground Safety Inspector, Inclusive Play Design Specialist

Hannah Reiter

Director of Operations



Hannah comes to the company with a background in business management, accounting and graphic design. As Director of Operations she knows and touches everything that makes our business run, including order management, procurement, accounting and product logistics. Her abilities to manage the details of hundreds of projects, attests to her business acumen in multi-tasking and organizational skills.

Hannah has been part of the Star Playgrounds team since 2016.

Education: AAS Degree in Multimedia Design & Technology, Red Rocks Community College, Colorado; Bachelor of Science, Accounting, CSU Global.

Professional Certifications: Certified Playground Safety Inspector, Inclusive Play Design Specialist



COMPANY QUALIFICATIONS

We know play.

Represented Product Lines

We have partnered with a variety of companies to provide the District with a comprehensive list product offerings.



- Family-owned company with over 45 years of industry experience
- Main office in Littleton, Colorado with full time staff; experienced area managers cover all areas of Colorado and Wyoming
- On-site warehouse for maintenance and flexibility
- Certified, full-time, in-house installation crew
- Licensed contractor and qualified playground contractor certified by the NPCAI in both Colorado and Wyoming
- Carry appropriate insurance, and full bonding capabilities
- Employees are National Playground Safety Institute (NPSI) certified playground inspectors and inclusive playground designers
- Municipal purchasing contracts are available through us. We also have multiple city, county, state and national contracts available to piggy-back off of
- Playground customization, quick 3D renderings and site plans
- Comprehensive 2-year workmanship warranty



Why Star Playgrounds?

WE LIVE WHERE WE PLAY



We have full time office staff available to answer the phone, a fully stocked warehouse with storage capabilities and a full-time installation crew that work all year. Our employees live, work and play all over Colorado and Wyoming with Littleton, Colorado serving as home base.



Star Playgrounds' "MAP OF PLAY"
Scan to find information on many of the sites featured in this book.



COMMUNITY BUILDS SET US APART



- Through our Community Build Installation program, our goal is to create a safe play environment while providing significant cost savings and maximizing your budget.
- Having community members help to install the playground equipment and surfacing results in a higher level of ownership pride and can lessen future maintenance issues.
- Supervision and guidance from our Installation Manager & team, as well as a full warranty is included with the Community Build Installation Program.
- We lead 6-10 Community Builds a year.



IN-HOUSE SERVICES



Using the most advanced programs and state-of-the-art technology, we have the ability to render and design in-house, in real time. Lumion, Sketchup, AutoCad and the proprietary PlayCreator software are just some of the programs that offer us the tools we need to provide quick designs and revisions, affording you confidence and flexibility with your project. We don't charge for these services and will work with you from conception to completion. Fully custom or stock, we have the knowledge and resources to help your ideas succeed.



OUR EMPLOYEES ARE OUR BACKBONE



Family owned and operated, we have over 45 years of industry experience. Our employees are National Playground Safety Institute Certified (NPSI), Certified Playground Safety Inspectors (CPSI) and Inclusive Playground Design Specialists. Star Playgrounds is a licensed contractor and qualified playground contractor certified by the NPCAI in both Colorado and Wyoming. We are fully insured and bonded, offer financing options and have multiple city, county, state and national contracts at our disposal.



INSPECTIONS & SAFETY

- All of our lead employees are Certified Playground Safety Inspectors (CPSI).
- We offer routine, low-frequency inspection services to identify potential safety issues on your playground, keeping you complaint with insurance companies and up to date with certifications.



- Star Playgrounds is now offering PlayArmor™ applications.
- PlayArmor is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It is clear, odorless, hypoallergenic, environmentally friendly, non-toxic and water-based.
- PlayArmor is scientifically proven to provide a long-lasting barrier of antimicrobial protection that's safe and effective.

WE'RE NOT GOING ANYWHERE



Offering a comprehensive workmanship warranty and industry leading product warranties through all of our suppliers, we stand behind our products. We stock hardware and common parts in our warehouse and have the ability to quick ship warranty and repair items. Our installation crew is certified and knowledgeable to ensure the project is completed right the first time. We also work with, and have long-standing relationships with many local distributors. We like our subcontractors, and they like us. You can trust that we'll be around when you need us.



REFERENCES

Industry References and Similar Experience

Foothills Park and Recreation • 3624 S Kipling Parkway, Denver, CO 80235 • Contact: Sean Kitners seank@fhprd.org 303.409.2303

Town of Erie Parks & Open Space • 645 Holbrook Street, Erie, CO 80156 • Contact: Luke Bolinger lbolinger@erieco.gov 303.926.2796

City of Greeley • 651 10th Ave, Greeley, CO 80631 • Contact: Clint Anders clint.anders@greeleygov.com 970.336.4180

Prospect Recreation District • 4198 Xenon Street, Wheat Ridge, CO 80035 • Contact: Ellen O'Connor eoconnor@prospectdistrict.org 303.424.2346

City of Brighton Parks and Recreation • 337 N 5th Avenue, Brighton, CO 80601 • Contact: Ryan Smith rsmith@brightonco.gov 720.450.1284



Schaefer Park

3624 S Kipling Street, Denver, CO 80235

August, 2021 • \$196,895

Custom Sports Themed Branch Out & Baseball

Playtime Pieces

Foothills Park & Recreation



Colorado Park

307 Miller Ave Brighton, CO 80601

April, 2020 • \$182,443

Colorado Themed equipment and PIP surfacing

City of Brighton Parks and Recreation



Fairmount Park

5222 Quaker Street, Golden, CO 80403

May, 2021 • \$256,481

Distinctive Components Structure &

Custom PIP surfacing

Prospect Recreation District



Broadview Park

16 28th Ave, Greeley, CO 80634

September 2021 • \$281,189

Branch Out, Berliner Twist,

& Playtime Pieces

City of Greeley Parks and Recreation

SUBCONTRACTORS

Subcontractors and their trades

We partner with some of the best companies in Colorado and Wyoming which will help us provide our customers with a comprehensive project management approach to every task.



Ground Solutions
Demo and removal of equipment and surfacing, Roadbase and Engineered Wood Fiber (EWF) slinger and blower truck services



Tatonka Playgrounds
Poured-In-Place (PIP) rubber surfacing provider and installers



On-Demand Concrete
Curbs, ramps and all things concrete



Performance Recreation
Poured-In-Place (PIP) rubber provider and installer



SYNLAWN®
SynScapes of Colorado, LLC.
Colorado

SynLawn
Synthetic turf supplier and installer

WARRANTIES



Warranty: General Guarantee

Equipment and Material:

Star Playgrounds warrants the products it installs to be free from defects in the materials and workmanship during normal use. Installation of those products has been completed in accordance with manufacturer's installation instructions, current CPSC guidelines, accessibility standards and ASTM standards as they relate to playground equipment and safety surfacing materials. Mark Ashland's CPSI number is 42038-0521.

Star Playgrounds further warrants and guarantees to honor all manufacturer's warranties as applicable to this project. (Manufacturer specific warranty attached separately.)

Community Build installations which are under the direct supervision of a Star Playground's representative, carry the same warranty as stated herein.

All warranties are effective from the date of purchase/completion. During the warranty period, Star Playgrounds will repair or replace any part made of or containing defective material at no cost to the client. The labor costs and freight related to the repair or replacement are not included at no cost and will be invoiced at the then current quoted rate.

Workmanship:

If it is determined that the installation completed by Star Playgrounds has defective workmanship, Star Playgrounds will correct the installation at no charge to the buyer for the first twenty-four (24) months after the date of purchase/completion. The warranty limits the buyer's remedies exclusively to repair or replacement of the product.

This warranty does not cover any defects or failure due to vandalism, negligence, abuse, normal wear, accidents, acts of nature, lack of maintenance or products that have been tampered with, altered, modified or repaired by anyone when not previously approved by Star Playgrounds.

To make a claim under the terms of this Warranty, the buyer's written statement of claim, along with a copy of the original invoice, maintenance records and supporting photographs must be sent to hannah@starplaygrounds or Star Playgrounds, 9892 Titan Park Circle, Suite 1, Littleton, CO 80125.

Star Playgrounds
Mark R Ashland
President

Just Be You, Inc. dba Star Playgrounds
9892 Titan Park Circle, Unit 1 ☆ Littleton, Colorado 80125
office: 303-791-7626 ☆ www.starplaygrounds.com



2022

PLAYWORLD LIMITED WARRANTY

Playworld Systems, Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

- LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.
- LIMITED TWENTY-FIVE (25) YEAR WARRANTY:** Spring Mates® aluminum castings.
- LIMITED FIFTEEN (15) YEAR WARRANTY:** Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, Playwood recycled plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
- LIMITED TEN (10) YEAR WARRANTY:** Fiberglass signage, Fun Centers™, FirstPlay™ play structures, pre-cast PolyFiberCrete® or reinforced concrete products, Timber Stacks™ Robinia timbers and galvanized hardware, non-stainless steel hardware, fabric shade steel frames and Shadesure and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- LIMITED FIVE (5) YEAR WARRANTY:** Steel reinforced cable net and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating), PlaySimple® play structures, DropZone Tower™, LiveWire Zip Line™ (except as otherwise specified below), AeroGlider™, Border Timbers™, wood and polycarbonate panels, PE coating and PVC coating (against cracking and peeling), site amenities (i.e. benches, tables, litter receptacles, and bike racks), GRFP (Glass Fiber Reinforced Polymer) products, accessible swing seats latch and hinge mechanism, and motion/moving play components and parts.
- LIMITED THREE (3) YEAR WARRANTY:** Steel coil and C springs, flat webbing nets (excluding normal wear and tear), electronic panel speakers, sound chips, flex treads, and circuit boards.
- LIMITED ONE (1) YEAR WARRANTY:** NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials or custom products not covered above, all high wear items such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products. (*For NEOS only, an extended 3-year warranty is available for purchase, providing 4 years of cumulative coverage.)
- LIMITED SIX (6) MONTHS WARRANTY:** PlaySoleil solar powered light.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or non-

conforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania.

LIMITATIONS: All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferable.

Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

Warranties specifically do not cover Playworld products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Playworld parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Playworld does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR USE ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Safety & Standards

CERTIFICATIONS AND SAFETY STANDARDS:
ISO 14001 certification guarantees that Playworld Systems, Inc. meets the highest standards for environmental-responsible manufacturing.

ISO 9001 certification guarantees that Playworld Systems, Inc. meets stringent quality-control standards in manufacturing our play equipment.

The Consumer Product Safety Commission (CPSC) – Look for "CPSC Pub.325" to see Playworld Systems, Inc.'s CPSC-compliant products.

- CPSIA** – Playworld Systems, Inc.'s products meet or exceed the requirements of the Consumer Products Safety Improvement Act (CPSIA) of 2008.

The European Norm (EN) covers general safety requirements and test methods. Look for "EN1176" to see Playworld Systems, Inc.'s EN-compliant products.

The European RoHS directive restricts the use of six hazardous materials in the manufacture of electronic equipment, and seeks to reduce the amount of hazardous materials entering electronic products. All Playworld Systems, Inc.'s electronic products are RoHS compliant.

- Singaporean Standard** – Based primarily on the ASTM standards, the Singaporean Standard is widely used throughout Asia.

IPEMA MEMBER
INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion, Section 4.2; ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion (in its entirety); ASTM F3351, Standard Test Method for Impact Testing in Laboratory at Specified Test Height; and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment; and for a Loose Fill Rubber manufacturer its certification of conformance, also to ASTM F3012, Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org.

TERMS OF SALE • PRICES: Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, USA, and shall be exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other charges. DESIGN: Playworld Systems, Inc. continually improves play equipment to better serve our customers and therefore reserves the right to change the design specifications without notice.

Playworld.com 201



PROJECT APPROACH

Star Playgrounds is truly a turn-key play area construction/design company. We are one of the only local distributors of playgrounds that has its own in-house installation crew. We take pride in being able to provide clients comprehensive project management from site analysis and design through installation and maintenance. No matter the size of the project our approach remains the same; to make the process of design, purchase, and installation as seamless as possible for our client.

All our staff are Certified Playground Safety Inspectors. We can perform inspections and repairs. We can also replace entire playground structures, including the disposal/removal of existing structures and surfacing. We provide a stocked warehouse in Littleton with nuts, bolts, extra barriers, and timbers.

We can install drainage, edging, safety surfacing, new site furnishings and shade.

With well over 3,000 playgrounds under our belt, our clients can be assured that we will account for every detail so that the amount of time and involvement required by their staff is kept at a minimum. It is our goal to take care of our client's project in its entirety and have them feel confident that they are in great hands. At Star Playgrounds, we understand and appreciate the value of our client's time and the dollars they spend with us.

With our company, you have one contact that will manage your project throughout its life-cycle. One person who handles design, purchase, installation and any necessary maintenance you may need 10 or 15 years down the road. We will sit down with your staff and public users to

listen to their needs and wants to create an initial design. From this design, we will work through any number of revisions you need to create a unique play space that maximizes your budget and desired elements. Star Playgrounds has a multitude of experience working with municipalities and schools in this manner. Public input is extremely valuable, but inevitably leads to a long want list for a usually tight budget. We are experts at using our product knowledge and honing into your key wants to turn these laundry lists into a cohesive design that meets budget requirements.

During this process and beyond, Star Playgrounds will be proactive in communicating with our client. Communication can be done as part of a formalized process, such as construction meetings with notes being distributed, or informal via email and phone calls. Our objective is to anticipate our client's questions and initiate conversation. As project managers, we assume control of each project, take care of minor issues as well as discuss and follow the decisions of the owner. The ability to effectively communicate and provide comprehensive project management is where we surpass our competitors, especially after the sale.

As opposed to many of our competitors, Star Playgrounds has a fully staffed local office whose personnel answer the phones during normal business hours. It is our goal to always make a connection, so that no request or person falls through the cracks. Because we have our own installation crews, we are able to respond to maintenance issues quickly and effectively. By using Star Playgrounds for your playground needs, we guarantee you will avoid any unnecessary frustration associated with lack of maintenance service. If there is ever a problem with your equipment during its lifetime, we are here to take care of it.



COSTS & FEES

We have never been a “low-bid to change order later” kind of a company. We pride ourselves on the initial due diligence of a project in order to eliminate surprises. But, we also understand that this is creative construction and our best-laid plans sometimes run into on-site hiccups. With a fleet of personnel and machines, we can problem solve on the spot to keep projects moving. The City can be confident they are getting the absolute best prices and discounts with Star Playgrounds.

Site Visits and designs are always complimentary. Custom product designs may have a design fee depending on the manufacturer and complexity of the projects.

Fee Schedule

All services from your Account Manager are complimentary.

We do not do trip-charges or hourly charges.

Current Daily Installation rate for a crew of 4 for 40/day is \$6,080.

Our rates are project specific since we are a unique contractor.

Maximum escalation factor is 10%-15%

Pricing for individual pieces of equipment is dependent on a ton of factors and would not include any installation or freight charges. If the Town would like an excel list with the most updated pricing for each manufacturer, we can accommodate by request.

Replacement Parts & Maintenance Kits

Turn around on replacement parts and components is typically 2-3 weeks for manufacturing, and 4-5 days for shipping.

These pieces are put at the front of the line for manufacturing.

Nuts and bolts that we don't have in the shop will ship as fast as 1-2 weeks.

Nuts and bolts we DO have in our shop - next day or same day delivery. If Kit can't drive it to you, we have a 6 other people full time in the office that can.

Every order also receives a Playground Maintenance Kit which includes:

- Over \$160 worth of spare hardware, nuts and bolts
- A flash drive with all of the installation instructions, maintenance recommendations, part numbers and a bill of materials for each piece at the park
- Warning Stickers
- Graffiti Remover Towels
- Touch Up Paint

INSURANCE & W9



CERTIFICATE OF LIABILITY INSURANCE

STARP-1 OP ID: RCL
DATE (MM/DD/YYYY)
07/07/2022

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 Cooper Insurance Service, Inc Playground Book P.O. Box 638 Lapel, IN 46051 Bill Hodgkins	765-534-3152 CONTACT NAME: Bill Hodgkins PHONE (A/C, No, Ext): 765-534-3152 FAX (A/C, No): 765-534-2067 E-MAIL ADDRESS: BILLH@COOPERINDIANA.COM
INSURED Star Playgrounds Just Be You, Inc. dba 9892 Titan Park Circle Littleton, CO 80125	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Specialty Un Ins Co NAIC # 13037 INSURER B: Cincinnati Indemnity Company 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:			CSU0148960	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0656549	06/09/2022	06/09/2023	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"/> EXCESS LIAB DED RETENTION \$			CSU0185750	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> 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	EWC0656550	06/09/2022	06/09/2023	<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	Errors & Omissions (Professional)			CSU0148960	04/01/2022	04/01/2023	Occur. \$ 1,000,000 Agg. \$ 3,000,000

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

CERTIFICATE HOLDER FIPOCLO For Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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W-9 Request for Taxpayer Identification Number and Certification

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service

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.
Just Be You, Inc.

2 Business name/disregarded entity name, if different from above
Star Playgrounds

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.
9892 Titan Park Circle, Unit #1

6 City, state, and ZIP code
Littleton, CO 80125

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
84 - 1585822

Part II Certification
 Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ **1/6/23**

- 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.

REQUEST FOR QUALIFICATIONS

Cover Sheet



Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

[RFQ Submission Form](#) OR
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: RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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: Just Be You Inc dba Star Playgrounds Fax: _____
Address: 9892 Titan Park Circle, #1 City/State: Littleton, CO Zip: 80125
Contact Person: Kit Axton Title: Account Manager Phone: 303-495-8251
Authorized Representative's Signature: Phone: 303-791-7626
Printed Name: Erin Starr Title: COO Date: _____
Email Address: kit@starplaygrounds.com erin@starplaygrounds.com

HIGHLIGHTED PRODUCT LINES

POST & PLATFORM PLAYGROUND EQUIPMENT



POST & PLATFORM, BUT SO MUCH MORE

Playworld has been designing and manufacturing since 1971.

They are industry-leaders in inclusive playground design and advocacy.

The equipment is built to last and comes with long-term, industry leading warranties and guarantees.



Playworld has one of the fastest delivery times and a Fast Track Program for repairs and parts.

Offering fully custom capabilities alongside standard product.



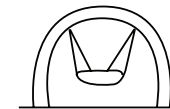
ROPE PLAY & SPATIAL NET PLAYGROUND EQUIPMENT

ROPE PLAY AND BEYOND

Rope Play and Spatial Nets offer more social and creative play.

Rope is durable, vandal proof, has great transparency and is easy to repair with proprietary design, connections and tensioning mechanisms.

Berliner has extensive experience in the playground equipment industry, including rope manufacturing knowledge dating back to 1865 for the Berliner elevator industry and provides a variety of products for unique, recognizable, playground landscapes.

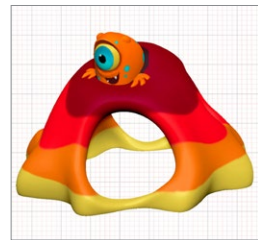


Berliner

Play equipment for life

SCULPTURAL PLAYGROUND EQUIPMENT

- Highly Durable
- UV Resistant
- GFRP (glass fiber reinforced polymer)
- GFRC (glass fiber reinforced concrete)
- Vandal & extreme weather resistance
- Unique and fully customizable
- Locally made and hand-sculpted



SAFETY SURFACING

We've partnered with the best in the industry to finish your project with compliant safety surfacing. Offering Engineered Wood Fiber, Unitary Rubber, Turf, Tiles, Sand for Sandboxes, Concrete and more.



QUALITY



Materials & testing combine innovation with refinement to deliver superior quality with little environmental impact.

PVC-Free Eco-Armor®

Durable, thermoplastic coating for extra protection on high traffic areas is FREE from all harmful phthalates, lead, cadmium and dioxins.

Superior Rotomolded Plastic

Compounded resins offer reliable color consistency and UV stability, and are graffiti-resistant. Provides 34% elongation/stretching properties and greater impact-resistance, which creates a superior product (as compared to dry-blended resins).

Exceptional HDPE Plastic

Color-matched to our rotomolded plastics and powder coating for aesthetic appeal, and graffiti-resistant for easy cleaning.

Easy-to-Install Clamps

Die cast aluminum clamps for precision fit and 360° compression, and 10 times stronger than required!

Tamper-Resistant Stainless Steel Hardware

Backed by a lifetime warranty, all Playworld® hardware is stainless steel to prevent rust and corrosion. Most require only a TORX® head driver for hassle-free assembly. Exposed hardware is also tamper-resistant for added security.

Triple-Coated Tubing

3 coatings are applied to high strength, cold-formed steel tubing:

- 1) A hot-dipped zinc layer inside and out.
- 2) A chromate conversion coating to prevent oxidation.
- 3) A clear polymer coating for application of powder coating.

BLM Laser Tube Cutter

To create the highest quality products, we embrace new ideas and technology. Our laser tube cutter means more accurate part production in less time for more precise fit and high quality welds.

Weldments

Non-flattened, coped weld joints are stronger since more of the tubing surface is in direct contact at the weld joint. Manual welding ensures quality and better appearance.

Rust Defender Process

Triple-coated steel tubing is just the beginning. Tumbling flat sheet plates rounds edges for a smooth, clean surface. Epoxy/polyester primer on welds and flat plates deters corrosion. Rust-resistant, durable aluminum post caps seal the tubes.

Super Durable Polyester Powder Coating

Complete with Rust Defender for remarkable protection on all weld joints and brackets. Superior UV stability and color fade resistance with 80% gloss retention over 6 years (compared to standard paint, which maintains only 20% gloss retention in 2 years).

Durability testing for extreme play is a critical component of our product development process.



Rust & Fade Resistance

Wet Florida heat, dry Arizona sun, or New England salt spray—our materials and finishes have handled it all without rusting or fading.



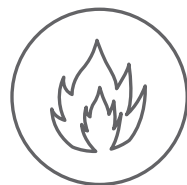
Weight Loading

We test each product to ASTM F1487, CAN/CSA Z-614 and EN1176 standards to ensure it can carry the weight of children playing together.



Impact Testing

We test new materials to the breaking point, even if it means hammer blows at -20°F, to ensure strength, durability, and safety.



Wild Card Testing

Playgrounds face unexpected extremes, so we expect them. Blowtorches, wheelbarrow strikes, underwater electronics—we test it all.



We are **Inclusive** Play Design Specialists.

Inclusion is about more than accessibility.

It's about children of all abilities enjoying and sharing in the holistic benefits of play. It's about the family of a child with a disability, the typically developing child, and the parent or grandparent with a disability taking a child to the playground.

It's about being a part of something—together.

We helped write **the book** on inclusive play.

Literally. We gathered the best group of playground and child development experts to help develop our Inclusive Play Design Guide. It offers inspiration, strategies, and step-by-step solutions for communities on their journey to inclusive play.



8 Keys to Inclusion

An inclusive playground is one that invites and welcomes everyone, not just the families who are typical, but ones with children and parents with sensory processing disorder, autism and people of all ages in wheelchairs, not just the children.

The Inclusive Play Design Guide uses some simple guidelines to help create these spaces:

○ Physical, Sensory and Social Activities

Offer activities that stimulate and affect the physical, sensory and social well-being of children. Children of all abilities have varying needs, so a mix of activities on the playground will encourage children to reach individual goals.

○ Multiple Challenge Levels

Choose play activities that provide graduated levels of challenge to ensure that all ages and abilities are actively engaged on the playground.

○ Elevated Play

Children generally like the experience of height. Being above everyone else is exciting and provides a sense of accomplishment. Be sure there are activities for all abilities at all elevations.

○ Grouping of Activities

Invite engagement between children of diverse abilities by locating similar types of equipment in the same area. Contiguous play places these activities together while co-located play encourages similar play at various ability levels in close proximity.

○ Pods, Rooms and Zones

Develop specialized areas of play around either stimulating or calming activities. For those who are easily stimulated, areas of quieter play can be comforting. These areas are easily found via the orientation pathways, which guide people to different areas of play. For people with spatial issue disabilities, these pathways offer security without the fear of getting lost.

○ Unitary Surfacing

Protective surfacing (such as rubber tiles, mats, turf, or a combination of energy absorbing materials) forms a unitary shock absorbing surface. This type of surfacing makes it easier for wheelchairs and strollers to enter and navigate in the playspace, unlike mulch or other loose materials.

○ The ‘Coolest Thing’

Identify the piece of equipment that children will be most excited about and ensure that this play activity is accessible and usable for all.

○ Routes and Maneuverability

Travel routes around and through the playground and surrounding areas should be wide enough for people and wheelchairs to pass, transfer onto and off of equipment, and get close to activities.



But play isn't all **fun and games.**

It's how children learn lifelong skills like socialization, communication, and problem solving. Play helps develop emotional and physical skills and instills healthy habits in kids.

Our goal is to enhance the benefits of play by providing the latest and greatest play equipment designed specifically for little hands, little hearts, and little minds.



Social



Physical



Sensory



Cognitive





Star Playgrounds

9892 Titan Park Circle, #1

Littleton, CO 80125

303-791-7626

www.starplaygrounds.com



If you can imagine it, we can
make it happen. **Let's play.**

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

[RFQ Submission Form](#) OR
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:

RFQ Cover Sheet
Project Background and Specifications
RFQ Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
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 RFQ 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 RFQ, 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: Stone Construction Inc. Fax: _____
Address: 1755 Timberlake Dr City/State: Byers CO Zip: 80103
Contact Person: Justin Stone Title: owner Phone: 3039025107
Authorized Representative's Signature: [Signature] Phone: 3039025260
Printed Name: Carla Stone Title: Vice President Date: March 2, 2023
Email Address: CSTONE2000@MSN.COM

PRICING FORM (Can use this form or provide your own pricing form, include Hourly Rate and Weekend Hourly Rate)

PRICING (FOR EACH PARTICIPANT)

ITEM	Hourly Rate	Hourly Rate	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	Weekend	Rate			
1		65	TREM CARPENTRY		\$0.00
2		60	CARPENTRY		\$0.00
3		55	LABORER		\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
			Total		\$0.00

Not to Exceed Total:

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:

Stone Construction dnc.
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):

Stone Construction dnc
NAME (As it appears on invoice)

1755 Timberlake Rd
ADDRESS

Buena Vista, CO 80103
CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

1755 Timberlake Rd
STREET ADDRESS

Buena Vista, CO 80103
CITY, STATE, ZIP

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number

OR

Federal Identification Number

27-3071884

Name of Business Owner (please print)

Justin Stone

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

Justin Stone

Date

March 2, 2023

Print Name

Justin Stone

Telephone Number

(303) 902-5107

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

Merchandise Only

Services

Attorney

Employee expense reimbursement

Contract Labor

Non Attorney

Garnishment / Child Support

Other (Explain)

Damage awards & other reimb

Sale of Land

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

AGREEMENT FOR ON-CALL CONSTRUCTION TRADE SERVICES

This Agreement, is made and entered this 2 day of March, 2023 (the "Effective Date") by and between the Town of Bennett ("Town"), a Colorado municipal corporation and Justin Stone [insert Contractor's legal name] ("Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work. a. The Contractor agrees to provide the Town with the following on-call construction trade services: Carpentry, as requested in writing by the Town in accordance with the terms of this Agreement (the "Work").

b. No Work shall be commenced until the parties develop and agree to one or more written task orders specific to the Work to be performed (the "Task Order") and, if requested by the Town, until after a meeting of the Contractor and Town representatives. No such Task Order shall be effective until signed by the Town and Contractor. The Town shall have no obligation to pay the Contractor for work done without a written Task Order.

c. The Contractor shall finally complete each Task Order in a thorough and workmanlike manner in every respect to the satisfaction and approval of the Town, within the time specified in the Task Order. Prompt completion of the Work is essential to the Town, and time is of the essence in all respects regarding this Agreement and the Work.

d. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

2. Non-Exclusivity. The parties agree the Town is not obligated to use Contractor for any specific project or for any projects at all during the term of this Agreement. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

3. Term and Renewal. a. This Agreement shall be effective as of the Effective Date and shall extend for one year, unless earlier terminated pursuant to this Agreement. Upon completion of the initial one-year term, the Agreement will automatically extend for up to _____ additional one-year terms, unless, at least sixty (60) days prior to the renewal date, either party gives the other party written notice of its intent not to renew the Agreement.

b. 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

Stone Construction Inc.

Justin Stone

57141 E 24th Ave

Strasburg, CO 80136

303-902-5107

Cjstone2000@msn.com

Professional Summary

I started my own business in 2010. I am a dependable, hard working carpenter/framer with proven record of success working on residential and large commercial building projects.

Construction Skills

- General Contractor
- Customer Service
- Demolition
- Roofing & Siding
- Decking
- Framing
- Tile & Trim work
- Windows & Doors
- Hardwood Floors
- Iron Work
- Remodel

Experience

Stone Construction Inc. - Strasburg, CO .

Owner- 7/10 to Present

General Contractor who manages several projects from inception to completion. Plan & prepare construction schedules, oversee contractors & closely monitor progress.

Major projects include:

1. Urban Event Barn- Idaho Springs, CO
Wedding Venue- Jan/19- July/19
Framing, Siding, Roofing
2. Browning Residence – Evergreen, CO
Remodel- Nov/16- Jan/19
General Contractor
3. Elmira- Aurora, CO
Office Buildings- May/19- June/19
Framing, Exterior Windows
4. Aurand Residence- Golden, CO
New Construction- May/19- July/19
Ornamental Iron
5. Venn Residence- Evergreen, CO
Remodel- 2015-present
General Contractor

Glukes Custom- 2008-2010
Tile and Granite

Seven Sons Inc- 2002-2007
Welding and Fabrication

Big Timbers Construction Inc- 1996-2002
General Carpentry

References

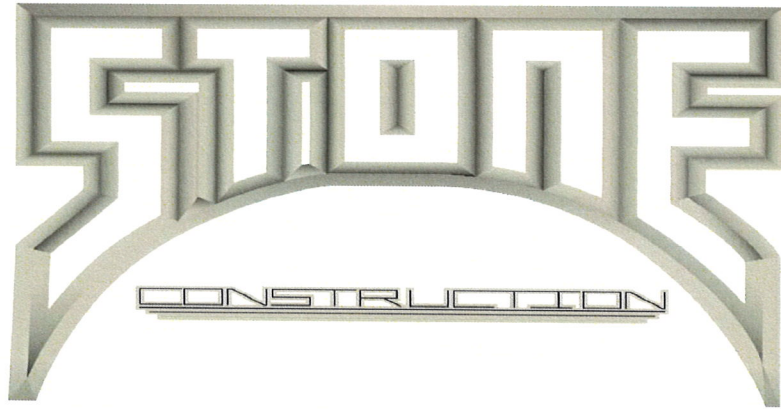
Neil Peiper- 720-530-9877

Scott Browning-303-506-6117

Wade Cumming-970-418-2788

Education

Conifer High School - 1999



Justin Stone
1755 Timberlake Rd
Byers, CO 80136
303-902-5107

To whom it may concern,

Here are references and projects for us.

Kirk Leslie, 303-944-1312 single family home. 800,000.00 project

Scott Browning, 303-506-6117 residential remodel. 2,000,000.00 project

Neil Pieper, 720-530-9877 several projects a year.

Wade Cumming, 970-418-2788 several projects a year.

Here are some revolving accounts we have.

Apline Lumber, Troy Karsten 303-419-9559.

Empire Staple Company, Megual 303-870-7488

If you have any questions, please reach out to me.

President

Justin Stone



ACHIEVING A SUCCESSFUL ELECTRICAL SERVICE & MAINTENANCE STRATEGY

Realizing Your Goals via Weifield's Cost, Quality and Expertise



RFQ RESPONSE FOR:

Town of Bennett
RFQ 23-001
On-Call Trade Services

SUBMITTED BY:

Cameo Williams
Service Manager
cwilliams@weifieldgroup.com
720-220-6368



Town of Bennett | On- Call Trade Services

5. Fee Schedule

Fee Schedule:

Description	Rate
Licensed Journeyman	\$105.00 an hour
Licensed Journeyman Overtime	\$157.50 an hour
Apprentice	\$85.00 an hour
Apprentice Overtime	\$127.50 an hour
Trip Charge	\$85.00 per trip
Emergency Hourly Rate	\$180.00 an hour
Emergency Call Charge	\$180.00 per emergency call
Project Management	\$95.00 an hour
Project Coordination	\$85.00 an hour
Tow Behind Lift	\$180.00 each
Locator and Paint	\$114.00 (plus hourly rates for each hour required)
IR Scan Camera	\$210.00 (plus hourly rates for each hour required)
Bucket Truck	\$450.00 per day (plus hourly rates for each hour)
Megger	\$400.00 (plus hourly rates for each hour required)
Recording Meter	\$1,800.00 (Meter and report)

Rate Escalation for Future Years:

2% rate escalation for future years of contract.



Town of Bennett | On- Call Trade Services

6. Signed Cover Page

Please see attached for the signed copy of the RFQ cover page.

REQUEST FOR QUALIFICATIONS

Cover Sheet



welcome neighbors.

Date of RFQ Issuance: 2-13-23
Project Number: 23-001
RFQ Title: **On-Call Trade Services**
Proposals Due: 3/09/2023 10:00 a.m., Local Time
Submit Proposals to:

[RFQ Submission Form](#) OR
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:

- RFQ Cover Sheet
- Project Background and Specifications
- RFQ Instructions
- Terms and Conditions
- Special Terms and Conditions
- Pricing Form (Or include your own pricing form include hourly and weekend hourly rate)
- 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 RFQ 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 RFQ, 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: Weifield Group Contracting Fax: 303-202-0466
Address: 6950 S. Jordan Rd. City/State: Centennial Zip: 80112
Contact Person: Cameo Williams Title: Service Manager Phone: 720-220-6368
Authorized Representative's Signature:  Phone: 303-428-2011
Printed Name: Seth Anderson Title: CEO Date: March 7, 2023
Email Address: sanderson@weifieldgroup.com



Town of Bennett | On- Call Trade Services

7. Pricing Form

Pricing:

Rates for personnel are below:

Description	Rate
Licensed Journeyman	\$105.00 an hour
Licensed Journeyman Overtime	\$157.50 an hour
Apprentice	\$85.00 an hour
Apprentice Overtime	\$127.50 an hour
Trip Charge	\$85.00 per trip
Emergency Hourly Rate	\$180.00 an hour
Emergency Call Charge	\$180.00 per emergency call
Project Management	\$95.00 an hour
Project Coordination	\$85.00 an hour



Town of Bennett | On- Call Trade Services

8. W-9

Please see attached for Sample W-9 Form.

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____

OR

Federal Identification Number

43-1949811

Name of Business Owner (please print) Seth Anderson, Pete Farreny, Karla Nugent, James Selecky

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

2/21/2023

Print Name Seth Anderson

Telephone Number () 303-428-2011

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

Merchandise Only

Services

Attorney

Employee expense reimbursement

Contract Labor

Non Attorney

Garnishment / Child Support

Other (Explain)

Damage awards & other reimb

Sale of Land

Approved:

Town Administrator

Date



Town of Bennett | On- Call Trade Services

9. Sample Agreement

Weifield Group Contracting is not requesting any deviations from the Sample Agreement provided by the Town of Bennett.



ACHIEVING A SUCCESSFUL ELECTRICAL SERVICE & MAINTENANCE STRATEGY

Realizing Your Goals via Weifield's Cost, Quality and Expertise



RFQ RESPONSE FOR:

Town of Bennett
RFQ 23-001
On-Call Trade Services

SUBMITTED BY:

Cameo Williams
Service Manager
cwilliams@weifieldgroup.com
720-220-6368



Town of Bennett | On- Call Trade Services

1. Statement of Qualifications

i. Brief Introduction:

Weifield Group is a leader in cutting-edge electrical construction established in 2002, with operations in Colorado, Wyoming, Texas, and Tennessee with an average of 700 employees. We are privately held, locally owned, and fiscally sound – and are capable of meeting project requirements of any scope. We believe that our performance is only as good as our last completed project – which is why we deliver the highest quality projects through our people, processes, and technologies. Our experience includes work across major sectors including corporate office buildings, government and municipal, data centers, infrastructure, industrial & water / wastewater, historic buildings, U.S. Military, education, healthcare, hospitality, and much more. Weifield Group is honored to have been awarded USA Top Workplaces 4 years running and Denver Post Top Workplaces 10 years running.

Office Locations:



Rocky Mountain Region:

Headquarters:

6950 S. Jordan Rd.
Centennial, CO 80211

Northern Colorado:

6775 Sherman St.
Loveland, CO 80538

Southern Colorado:

4474 Barnes Rd.
Colorado Springs, CO 80917

Wyoming:

308 Southwest Drive, Unit E
Cheyenne, WY 82007



Tennessee:

1125 Harpeth Industrial Ct. Suite A
Franklin, TN 37064



Texas:

1421 W. Wells Branch Pkwy, Ste 100
Pflugerville, TX 78660

Weifield Group's Services:

Weifield ensures that we can deliver exceptional and consistent service through our comprehensive suite of commercial and industrial services which include the following:

- Power Services
- Underground Distribution
- Lighting Services
- Parking/Street Lighting Services
- Maintenance Services
- Panel Fabrication and Panel Upgrades Services
- Color Infrared Thermography Services
- Emergency Electrical Service
- Complimentary Energy Assessment

Occupied Facilities:

Weifield Group brings years of experience working in occupied facilities ranging across all project verticals of the construction industry. As with all occupied facilities, scheduling and timing for work activities are key components to a successful project, especially when it comes to inspections and testing of the system. We will coordinate with the facility owners and key staff to develop detailed MOP's for our work activities as needed. Several approaches can be made in regards to keeping the project discrete and on schedule. Approaches include but are not limited to:

- Provide after-hours installation / demolition of the existing systems to minimize noise, dust and impact to the facility.
- Provide installation of a tandem system to minimize life safety downtime of the facility.
- Provide a phased approach to turn over parts of the facility one at a time for convenience to the owner.

Weifield's schedule approach is customer focused with heavy emphasis of minimizing downtime to the facility.

After Hours & Emergency Services:





Weifield Group understands the importance of keeping our client's systems and production up and running— as any system failure can mean large revenue losses and decreased customer confidence. Therefore, Weifield's Service Division has built our emergency services department to align with our "Always Available" mission. Our Service Team is available 24/7, 365 days a year to help alleviate emergency calls. By phoning our 24-hour dispatch line at (877) WEIFIELD, our customers receive an immediate response from a "live" representative. For emergencies at any hour, our experienced personnel immediately dispatch the correct resources. The initial response team is managed by highly experienced technicians who dispatch to the customer location in a fully equipped service van. Weifield's team then diagnoses the correct path of action and then works around-the-clock to resolve the issue to the client's satisfaction. When you have an emergency, you can rely on Weifield's Service Team to be highly response, available, engaged, and committed to your return of normal operations. Day-to-day non-emergencies can typically be scheduled at the convenience of our clients but can require up to a 2-week wait in busier times.

ii. Key Personnel:

Please see attached for resumes.

iii. Key Personnel Location & Hours:

Key Project Team Members Locations		
	CAMEO WILLIAMS SERVICE MANAGER	Aurora, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work
	ADAM NUNN ACCOUNT MANAGER	Brighton, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work
	KELLY MARTINEZ SERVICE COORDINATOR	Morrison, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work
	PAUL TAYLOR SERVICE TECHNICIAN/ FIELD SUPERVISOR	Brighton, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work
	MIKE DREW SERVICE TECHNICIAN/ FIELD SUPERVISOR	Brighton, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work
	GREG VARELA SERVICE TECHNICIAN/ FIELD SUPERVISOR	Brighton, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work
	EDGAR GONZALEZ SERVICE TECHNICIAN/ FIELD SUPERVISOR	Thornton, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work
	ANTHONY AMMERITA SERVICE TECHNICIAN/ FIELD SUPERVISOR	Aurora, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work
	JAY HUNT SERVICE TECHNICIAN/ FIELD SUPERVISOR	Arvada, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work
	BRYAN OREM SERVICE TECHNICIAN/ FIELD SUPERVISOR	Brighton, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work

	<p>CHARLES SHARKEY SERVICE TECHNICIAN/ FIELD SUPERVISOR</p>	<p>Westminster, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work</p>
	<p>JONATHAN CHOUAF SERVICE TECHNICIAN/ FIELD SUPERVISOR</p>	<p>Morrison, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work</p>
	<p>MARTY RAMIREZ SERVICE TECHNICIAN/ FIELD SUPERVISOR</p>	<p>Thornton, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work</p>
	<p>AARON ATZENBECK SERVICE TECHNICIAN/ FIELD SUPERVISOR</p>	<p>Brighton, Colorado Monday – Friday 7:00-4:00 As needed for emergency or after-hours work</p>



Town of Bennett | On- Call Trade Services

2. Project Team

Project Team:

Please see attached for Service Team Organizational Chart. No Subcontractors are needed for the proposed scope of work Section III.A.b. Electrical.



CAMEO WILLIAMS
Service Manager
Phone #:
(720) 220-6368
Email:
cwilliams@weifieldgroup.com



KELLY MARTINEZ
Service Coordinator
Phone #:
(720) 338-2563
Email: kmartinez@weifieldgroup.com



KYLE JOHNSON
Account Manager | 17 yrs
Phone #:
(720) 587-7804
Email:
kjohnson@weifieldgroup.com



ADAM NUNN
Account Manager | 25 yrs
Phone #:
(720) 209-2775
Email:
anunn@weifieldgroup.com

SERVICE TECHNICIANS



ANTHONY AMMERITA
Service Tech | 19 yrs
- Journeyman License
- NFPA 70E
- NICET II
- Infrared Thermography-Certified Expert



MIKE DREW
Service Tech | 21 yrs
- Journeyman License
- Denver Blue Card
- NFPA 70E
- Infrared Thermography-Certified Expert



JONATHAN CHOUAF
Service Tech | 6 yrs
- Journeyman License
- NFPA 70E
- CPR & First Aid Certified



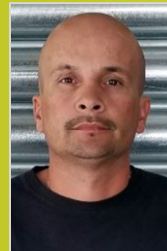
AARON ATZENBECK
Service Tech | 6 yrs
- Journeyman License
- NFPA 70E
- Energized Work Certified



PAUL TAYLOR
Service Tech | 18 yrs
- Journeyman License
- NFPA 70E
- 10+ years of electrical experience in commercial and residential service



GREG VARELA
Service Tech | 22 yrs
- Journeyman License
- NFPA 70E
- Energized Work Certified



MARTY RAMIREZ
Service Tech | 31 yrs
- Journeyman License
- NFPA 70E
- 30+ years of electrical experience in commercial and residential service



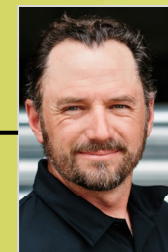
BRYAN OREM
Service Tech | 32 yrs
- Journeyman License
- NFPA 70E
- 30+ years of electrical experience in commercial and residential service



EDGAR GONZALEZ
Service Tech | 20 yrs
- Journeyman License
- NFPA 70E
- Weifield University Healthcare Trained and Certified



CHARLES SHARKEY
Service Tech | 13 yrs
- Journeyman License
- NFPA 70E
- Denver Blue Card



JAY HUNT
Service Tech | 23 yrs
- Journeyman License
- NFPA 70E
- Weifield University Healthcare Trained and Certified



Town of Bennett | On- Call Trade Services

3. Experience

Relevant Experience:



City of Thornton

- **Services:** Electrical On-Call Services | 5-Year Agreement, Awarded 2019
- **Contact(s):** Dave Stover (Parks & Open Space Supervisor), (303) 255-7873 | dave.stover@citythornton.net
- **Project(s):** Wastewater Treatment service and small projects, Parks and Recreation service calls, lighting upgrades, building maintenance



City of Commerce City

- **Services:** Electrical On-Call Services | 1-Year Agreements issues yearly since Awarded in 2016
- **Contact(s):** Nick Neurauter (Parks Operations and Maintenance Division Supervisor), (303) 289-8183 | nneurauter@c3gov.com
- **Project(s):** Parks and Recreation service calls, lighting upgrades, building maintenance



Auraria Higher Education Center

- **Services:** Electrical On-Call Services, Electrical Small Projects and Fire Alarm Small Projects | 3-Year Agreement, Awarded 2020
- **Contact(s):** Pete Candelaria III (Project Manager), (303) 556-2708 | pete.candelaria@AHEC.edu
- **Project(s):** Emergency phone, power, and tele/com. Fire Alarm upgrades and classroom lighting upgrades



Colorado School of Mines

- **Services:** Electrical On-Call Services and Small Projects | 1-Year Agreement, Awarded 2014 – 2022
- **Contact(s):** David Feron (Project Manager), (303) 384-2535 | dferon@mines.edu
- **Project(s):** Lab upgrades, lighting upgrades, panels and switchgear



Federal Reserve Bank of Kansas City

- **Services:** Electrical On-Call Services | 3-Year Agreement, Awarded 2018 & 2021
- **Contact(s):** James Stettler (Lead Facilities Technician), (303) 945.9913 | james.k.stettler@kc.frb.org
- **Project(s):** Lab upgrades, lighting upgrades, panels and switchgear



Colorado Department of Public Health

- **Services:** Electrical On-Call Services | 1-Year Agreement, Awarded 2013 – 2022
- **Contact(s):** Robert Montelongo (Utility Plant Operator), (303) 692-3678 | robert.montelongo@state.co.us
- **Project(s):** COVID freezers, lab upgrades, and lighting upgrades



City of Fort Collins

- **Services:** Electrical On-Call Services | 3-Year Agreement, Awarded 2021
- **Contact(s):** Jake Rector (Senior Buyer), (970) 221-6776 | jrector@fgov.org



Denver Public Schools

- **Services:** Electrical On-Call Services | 1-Year Agreement with a 4-Year Extension Option, Awarded 2021
- **Contact(s):** Michael Lakos (Facilities Manager) | michael_lakos@dpsk12.net



Town of Bennett | On- Call Trade Services

4. References

References:

City of Commerce City



Nick Neurauter (Parks Operations and Maintenance Division Supervisor),
(303) 289-8183 | nneurauter@c3gov.com

City of Edgewater



Kit Lammers (Community Services Director),
(720) 763-3008 | klammers@edgewaterco.com

City of Louisville



Greg Venette (Chief Water Plant Operator),
(720) 600-9577 | gvenette@louisvilleco.gov

*Additional References available upon request.

Suggested Motion

I move to authorize the Mayor and the Town Bennett to enter into a standard Town contract agreement for on-call construction trade services with A to Z Recreation, LLC, Aardvark Excavating, LLC, Alpine Civil Construction, Inc., Alpine Roofing, LTD, BrightView Landscaping Services, Inc., Dan's Custom Construction, Inc., Denver Best Concrete, LLC, Elite Plumbing, LLC, Kuhn Construction, Inc., Petre Electric, Inc., Southwestern Painting, SSL Choice, LLC, Just Be You, Inc. DBA Star Playgrounds, Stone Construction, Inc., and Weifield Group Contracting.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Robin Price, Public Works Director
DATE: March 28, 2023
SUBJECT: Kiowa Bennett Road Improvements

Background

Kiowa Bennett Road is located south of Colfax Ave and ends at Mississippi and is approximately 3 miles of Town maintained roadway. CDOT maintains the 305 ramp and bridge.

During the Board retreat on January 27, 2023, the Board of Trustees identified repair/improvements on Kiowa Bennett Road as a priority for Town Staff.

In 2016, the Town of Bennett contracted with Asphalt Specialties to perform chip sealing and striping on Kiowa Bennett Road. In 2017, the Town was awarded a Highway Safety Improvement Grant from CDOT. This project will improve the North and South Culverts on this road and is scheduled for 2023. Additionally, minor repairs have been completed in the last seven years, including infrared patching and crack sealing.

With the increased traffic, especially heavy vehicles, the road has significantly declined, specifically transverse cracking and insufficient shouldering.

Following the priority direction from the Town Board, Staff contacted Arapahoe County regarding the information on the transverse crack repairs conducted on Manila Road in 2018. Arapahoe County utilized Vance Brothers, Inc. to complete these repairs and had favorable recommendations on their cost and price for the project.

Summary

Staff is proposing immediate repairs that include asphalt patching, hot pour crack seal, and a 3/8" chip seal with a fog seal. These repairs are the same treatments done on Manilla in 2018 for Arapahoe County who contracted directly with Vance Brothers, Inc., which resulted in immediate and significant improvement in the road's drivability and has proven results over the last five years.

Furthermore, Kiowa Bennett Road has no shoulder, which does not allow for additional snow plowing, and creates dangerous conditions on the existing road. Therefore, the Town inquired about shouldering costs from Vance Brothers, Inc. Vance Brothers, Inc. recommended we work directly with their contractor Chavez Construction, Inc. to save on costs. Chavez Construction, Inc. provided options for shouldering widths, including 2', 3' and 4'. Staff recommends using the 3' shouldering cost for Kiowa Bennett Road.

Company	Bid
Vance Brothers, Inc.	\$267,636.00
Chavez Construction, Inc.	\$183,560.00

Below are the cost estimates provided for the referenced repairs:

Funding for the transverse crack repair of \$267,636.00 will come out of the Sales Tax Capital Improvement Fund, fund balance.

Funding for the shouldering of \$183,560.00 will come out of fund balance in the Road and Bridge Fund. Due to increased revenue in 2022, the fund netted over \$100,000.00. This, combined with existing fund balance will be sufficient to cover the shouldering expense.

Both project scopes will allow the Town to stay within the current funding limits and provide adequate time to secure additional funding for more extensive scale improvements in 5 to 8 years. Town Staff understands that more significant improvements will be needed on Kiowa Bennett Road than crack repairs and shouldering. However, this improvement currently is not supported monetarily within budgeted revenues. Staff continues to produce financial models that help devise priority improvement plans and balance immediate repair needs of all roadways, including Kiowa Bennett Road.

Staff believes that Vance Brothers, Inc. is providing the Town with a competitive price because they were selected by Arapahoe County through a public bid process on a similar project. Additionally, Staff has utilized Vance Brothers, Inc. in the past and has had a good experience and competitive pricing. Vance Brothers, Inc. was very prompt in their response to the Town and made recommendations for cost savings with direct contracting with Chavez Construction, Inc. Furthermore, the contractor is able to meet an expeditious deadline for this project as this is prior to high demands in the typical "busy season." Therefore, due to the favorable pricing and scheduling for early spring, Staff suggests waiver of the request for bid process and immediate approval of a contract for both Vance Brothers, Inc. and Chavez Construction, Inc. to commence the repairs on Kiowa Bennett Road.

Staff Recommendation

Town Staff recommends the Board of Trustees authorize a waiver of the request for bid process for the transverse crack repairs, 6" patching and crack seal with a 3/8 chip seal, and enter into a standard Town contract with Vance Brothers, Inc. in an amount not to exceed \$267,636.00. As well as waiving the request for bid process for 3' asphalt shouldering and entering into a standard Town contract with Chavez Construction, Inc. in an amount not to exceed \$183,560.00.

Attachments

1. Vance Brothers, Inc. Cost Estimate
2. Chavez Construction, Inc. Cost Estimate



PROPOSAL

Submitted To:	Date:
Town of Bennett	2/13/2023
Address:	Project Name:
207 Muegge Way	3/8" Chipseal, Crackseal and Patching
City, State, Zip:	Project No:
Bennett CO 80102	N/A
Contact:	Project Location:
Robin Price	Kiowa/ Bennett Rd
Phone:	Email:
303-644-3249	

Vance Brothers shall furnish all labor, material, equipment necessary to complete material installation All work shall be done in accordance with the Standard Specifications.

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	6" Asphalt Patching	220	tons	\$ 295.00	\$ 64,900.00
2	Hot Pour Crackseal	20,000	lbs	\$ 1.90	\$ 38,000.00
3	3/8" Chipseal with Fogseal	42,240	sy	\$ 3.90	\$ 164,736.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL PRICE					\$ 267,636.00

NOTES:

- * Excludes: Bonds: Permits, lab, testing, staging area, water meter, engineering fees, surveying, striping, and utility adjustments
- * Extra Mobilizations and days will be billed if needed

- * Work shall be completed during the typical seasonal months of March through October

- * Price includes emulsion from Vance Brothers Denver, CO

- * Final field Measurement will prevail

- * Payment terms are net 30 if your company has a credit account at Vance Brothers. Otherwise, total price must be paid within 30 days of invoice.

ADDITIONAL TERMS AND CONDITIONS-READ CAREFULLY

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the Contractor has the power to modify the provisions hereof in any respect, that the Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment not set forth in writing in this Agreement and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative successors where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor. Owner agrees that Contractor has permission to obtain Owner's credit report and shall sign all necessary documents to allow this credit check.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, labor shortages, riots and other public disturbances, acts of God, pandemic, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision of this agreement is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect to the greatest extent possible. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado, irrespective of any conflict of laws provisions, and that venue for any dispute or litigation arising out of this Agreement shall be only in Adams County, Colorado.

5. As directed by the Owner, construction lender, public body or any alteration or deviation from the specifications that involves extra cost (subcontractors, labor, materials, etc.) will be performed only after the parties have entered into a written change order. However, Owner hereby authorizes Contractor to make any such repairs or changes and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein even if no written change order is executed.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation when the Owner is in arrears in making progress payments or the final payment.

7. Contractor will maintain worker's compensation insurance for its employees and comprehensive coverage liability insurance policies.

8. Contractor may substitute materials without notice to the Owner in order to allow work to proceed, provided that the substituted materials are of no less quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages direct, indirect, or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, cracksealer, tar, etc.), caused by others besides employees of Vance Brothers, regardless of whether such damage occurs or is worsened during the performance of the job.

11. All Work has a ONE YEAR WARRANTY on workmanship and material unless otherwise noted in this contract. Final contract price will be determined from actual field measurements of completed work at the unit prices given. Additional work can be done at your request, at an additional charge while the crew is on site if tike and materials are available. Vance Brothers is not responsible for damage due to scaring, marking, vandalism, mag chloride. All warranties are void if the contract is not paid in full on time.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work or terminate all work on the job. Any failure to make payment is subject to a lien claim to be enforced against the property in accordance with all applicable lien laws.
13. In the event the amount of Contract is not paid within 31 days from completion, the account shall be in default. The Owner and acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including, but not limited to, attorney's fees, court cost, etc., and further agrees that the defaulted account, and any part thereof, including attorney's fees, court cost, etc., shall bear interest at the rate of 1.5% per month, which is 19% per annum, on the all such unpaid balances.
14. If any provision of this Contract is found unenforceable by any court or tribunal, Owner and Contractor agree that such provision shall be modified to the minimum extent to render it enforceable and that the remainder of the contract shall not be otherwise affected. The mutual agreement of the parties hereto is comprismised of each and every provision shall individually be held unenforceable for lack of mutuality. This contract constitutes the entire agreement executed by both parties.
15. The Contractor will exercise reasonable care when performing the work but will not be liable in any manner for any damages caused in whole or in part by the tradesmen, heavy trucks or chemical spills, including but not limited to, products not adhearing to previous chemical spills. Contractor will not be responsible for fugitive or wind blown materials if instructed to apply in windy conditions.
16. This contract shall become binding when signed by all parties and the authorized officer of the contractor. Owner is still liable for the full amount of contract even if the contract is terminated
17. Any notice required or permitted under this Agreement shall be given by hand delivery, certified or registered mail at the addresses contained in the Agreement.
18. Owner further agrees that the equity in the property is security for payment of the Contract price. This Contract shall become binding upon the written acceptance hereof by the Contractor (or its authorized Agent) or upon commencement of the work by Contractor, whichever is earlier.
19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
20. The proposal will expire within 60 days from date unless extended in writing by the company. After 60 days, Contractor may revise its price in accordance with costs in effect at that time.

Please sign in spaces provided below to indicate acceptance and return original. This proposal will expire in nintey (90) days from date above, if it is not accepted within that time. If accepted, shall constitute a contract between the parities to this proposal. Payment terms are net 30 days from invoice, unless otherwise stated.

SUBMITTED	ACCEPTED:
Vance Brothers, Inc. 380 West 62nd Avenue Denver, CO 80216 (303) 341-2604	

By:		By:	
Heath Russo Estimator/ Project Manager	720-234-9065	Date:	



3991 Norwood Drive, Unit C Littleton, CO, 80125
 office: (303) 495-3363 fax: (720) 428-8424
 david@chavezconstructioninc.com mobile: (720) 940-9946 www.chavezconstructioninc.com

To: Address:	Town of Bennett 207 Muegge Way Bennett, CO 80102	Contact: Phone:	Ricky Martinez 303-345-5426 Robin Price
		Email:	Rmartinez@bennett.co.us Rprice@bennett.co.us
Project Name:	Kiowa Bennett Rd Shouldering	Bid Number:	B-1-2023
Project Location:	Town of Bennett	Subquote Date:	

Chavez Construction, Inc. hereby offers to furnish the materials and labor required to perform the work set forth below for the named Purchaser herein upon the terms set forth below and on the terms and conditions page hereof. Upon acceptance by the Purchaser, this offer shall become a Contract for the work set forth herein upon the terms set forth herein. The Contract price for the work shall be the sum of the items set forth below. The Price of measured items is approximate and subject to accurate measurement upon completion of the work. Prices are valid for 30 days from the bid date of the proposal.

ITEM #	Description	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	RAP Shouldering (4FT)	LF	31680	\$ 5.00	\$ 158,400.00
2	RAP Shouldering (3FT)	LF	31680	\$ 4.50	\$ 142,560.00
3	RAP Shouldering (2FT)	LF	31680	\$ 4.00	\$ 126,720.00
4	Traffic Control	DAY	5	\$ 5,000.00	\$ 25,000.00
5	Mobilization	LS	1	\$ 16,000.00	\$ 16,000.00

Total Bid Price: \$468,680.00

Notes:

- BID DOES NOT INCLUDE THE FOLLOWING UNLESS PRICED IN QUOTE: TESTING, PERMIT FEES,, SURVEY/STAKING,OR BOND. (BOND IS 2.5%)
- NO WARRANTY FOR WORK PERFORMED ON FROZEN SUBGRADE.
- NO WARRANTY and NOT RESPONSIBLE FOR PONDING OR BIRD BATHS IN AREAS WITH LESS THAN 2% SLOPE
- Bid does not include any cost for owner insurance or pollution liability coverage unless stated in bid documents prior to bid.
- Any Change in Asphalt/RAP Pavement Thickness to result in a Unit Price Change.
- Prices are subject to monthly AC increases, if price adjustments are needed when paving begins, Chavez Construction, Inc. will provide an AC price that the project was bid with to establish the benchmark.
- This work can be scheduled only after receipt of signed contract
- If Chavez Construction, Inc. needs to pursue collection efforts Chavez Construction, Inc. will be entitled to all attorney fees, court costs and other collection expenses
- Subgrade to be ready for asphalt installation.
- Final Payment Based on Field Measures.
- Road Base will be charged at \$35.00 per ton if required to replace bad subgrade.
- Pricing is Based on Weekday and Weekend work if allowed.

PRICE INCLUDES: Recycled Asphalt for all shouldering material. sweeping after shouldering material is placed.

Payment Terms:

Invoices for payment for work done shall be issued at least monthly in accordance with the payment terms set forth above. Payments shall be due when the invoice is rendered and shall be considered delinquent ten days from the date of the invoice. Interest shall accrue and be payable on delinquent accounts at the rate of one and one-half percent (1.5%) per month (annual percentage rate - eighteen percent (18%)).

To: Address:	Bennett CO	Contact: Phone:	Ricky Martinez 303-345-5426
		Email:	Rmartinez@bennett.co.us
Project Name:	Bennett Kiowa Rd Shouldering	Bid Number:	
Project Location:	Bennett CO	Subquote Date:	

<p>ACCEPTED: PRIME CONTRACTOR <i>The above prices, specifications and conditions are satisfactory and are hereby accepted.</i> Buyer:</p>	<p>CONFIRMED: CHAVEZ CONSTRUCTION, INC. Authorized Signature: Estimator: David Chavez: 720-940-9946 david@chavezconstructioninc.com</p>
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Suggested Motion

I move to authorize Town Staff a waiver of the request for bid process for the transverse crack repairs, 6" patching and crack seal with a 3/8 chip seal, and enter into a standard Town contract agreement with Vance Brothers, Inc. in an amount not to exceed \$267,636.00. As well as waiving the request for bid process for 3' asphalt shouldering and entering into a standard Town contract agreement with Chavez Construction, Inc. in an amount not to exceed \$183,560.00.

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