



Town Board of Trustees

Tuesday, January 9, 2024 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/82969043900>

Meeting ID: 829 6904 3900

Passcode: 166365

One tap mobile

+13462487799

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

4. Approval of Agenda

Royce D. Pindell, Mayor

5. Consent Agenda

Royce D. Pindell, Mayor

a. December 12, 2023 - Regular Meeting Minutes

Attachments:

- **December 12, 2023 - Regular Meeting Minutes** (12-12-2023_-_Draft_Board_Regular_Meeting_Minutes.pdf)

b. ADA Self-Evaluation and Transition Plan

Resolution No. 996-24 - A Resolution Adopting the Town of Bennett Americans With Disability Act Self-Evaluation and Transition Plan

Attachments:

- **Staff Report ADA Self-Evaluation and Transition Plan** (0_-_Staff_Report.ADA_Self_

Eval___Trans_Plan_12.23_Final.pdf)

- **Self-Evaluation and Transition Plan Staff Presentation** (1_-_Bennett_Transition_Plan_Staff_Presentation_12-5-23.pdf)
- **Town of Bennett ADA Self-Evaluation and Transition Plan** (2_-_Bennett_ADA_Transition_Plan_Revised_12-5-23.pdf)
- **Resolution No. 996-24 - A Resolution Adopting the Town of Bennett Americans With Disability Act Self-Evaluation and Transition Plan** (3_-_Resolution_996-24_-_Self_Evaluation___Transition_Plan_Final.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. Planning and Zoning Commissioner Appointments

Royce D. Pindell, Mayor

Attachments:

- **Gino Childs - Appointment Application** (Childs__Gino.pdf)
- **Christopher E Clemens - Appointment Application** (Clemens__Chris.pdf)
- **Rachel Connor - Appointment Application** (Connor__Rachel.pdf)
- **Jim Delaney - Appointment Application** (Delaney__James.pdf)
- **Nicholas Lee Rusciolelli - Appointment Application** (Nicholas_R.pdf)
- **Suggested Motion** (Suggested_Motion.pdf)

b. Oath of Office - New Planning and Zoning Commissioners

Christina Hart, Town Clerk

Attachments:

- **Oath of Office** (Oath_of_Office.pdf)

7. Public Hearing - Continued from December 12, 2023

a. Town of Bennett Mill Levy Certification of Valuation for the 2024 Budget Year

Resolution No. 998-24 - A Resolution Levying General Property Taxes for the Tax Year 2023 to Help Defray the Cost of Government for the Town of Bennett, Colorado, for the 2024 Budget Year

Danette Ruvalcaba, Director of Finance

Attachments:

- **Public Hearing Script** (2024_Budget_Public_Hearing_Script.pdf)
- **Certification of Valuation by Adams County Assessor** (2024_TOB_Cert_Adams_County.pdf)
- **Certification of Valuation by Arapahoe County Assessor** (2024_TOB_Cert_Arapahoe_County.pdf)
- **Resolution No. 998-24 - A Resolution Levying General Property Taxes for the Tax Year 2023 to Help Defray the Cost of Government for the Town of Bennett, Colorado, for the 2024 Budget Year** (TOB_Mill_Cert_Resolution.pdf)
- **Suggested Motion** (suggested_motion.pdf)

8. Action/Discussion Items

a. RFP 23-008 - Old PW Remodel (Safety Building) - Construction Contract

Daymon Johnson, Capital Projects Director

Attachments:

- **Staff Report RFP 23-008 - Old PW Remodel (Safety Building) - Construction Contract** (0_-_Staff_Report_-_RFP_23-008_-_KTK_GC_for_Old_PW_Remodel_-_DJ_FINAL_-_12.5.23.pdf)
- **RFP 23-008 Dated 8/10/2023** (1_-_RFP_23-008_-_Old_PW_Phase_I_Remodel_-_MK-DJ_-_8.9.23.pdf)
- **Town of Bennett Bid Breakdown** (2_-_RFP_23-008_Bid_Breakdown_-_DJ_-_10.10.23.pdf)
- **Original Bid Proposal - KTK General Contracting** (3_-_KTK_-_Bid_Schedule_of_Values_-_Original_Bid_-_Bennett_Remodel_-_10.10.23.pdf)
- **Value Engineered Bid #1 Proposal - KTK General Contracting** (4_-_KTK_-_Bid_Schedule_of_Values_-_VE__1_-_Bennett_Remodel_12-1-23.pdf)
- **Bid Qualifications - KTK General Contracting** (5_-_KTK_-_Qualifications_-_Bennett_Remodel_12-1-23.pdf)
- **Email from Chris LeMay** (6_-_Town_of_Bennett_Mail_-_Safety_Building_Bids_-_Chris_LeMay__DOLA_.pdf)
- **Suggested Motion** (suggested_motion.pdf)

9. Town Manager Report

Trish Stiles, Town Manager

10. Trustee Comments and Committee Reports

Mayor and Trustees

11. Executive Session

Attachments:

- **Executive Session Script** (Bennett_Exec_Session_Script.pdf)

- a. For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e); Intergovernmental Agreement between Adams County, Colorado and the Town of Bennett for Law Enforcement Services 2024**

- b. Return to Open Meeting
 - c. Report from Executive Session
12. Action/Discussion Items
- a. To Take Action on Law Enforcement Services
13. Executive Session

Attachments:

- **Executive Session Script** (Bennett_Exec_Session_Script.pdf)

- a. (1) for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; and (2) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); Town Manager Performance Review and Contract
 - b. Return to Open Meeting
 - c. Report from Executive Session
14. Action/Discussion Items
- a. To Take Action on the Town Manager Yearly Contract Amendment No. 10
15. 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.



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Town Board of Trustees

Minutes

Tuesday, December 12, 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 - *excused*

Donna Sus, Trustee

Larry Vittum, Trustee

Staff Present:

Trish Stiles, Town Manager

Taeler Houlberg, Administrative Services Director

Danette Ruvalcaba, Director of Finance

Danny Pennington, Finance Manager

Alison Belcher, Communications and IT Director

Adam Meis, IT and Communications Manager

Greg Thompson, Community and Economic Development Director

Scott Krob, Town Attorney

Christina Hart, Town Clerk

Public Present:

Kathy Smiley

Mason Oakley

Macy Meyer

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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:

TRUSTEE VITTUM MOVED, MAYOR PRO TEM OAKLEY SECONDED to remove Item No. 7 - RFP 23-008 - Old PW Remodel (Safety Building) - Construction Contract from the agenda. The voting was as follows:

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

Nays: None

Excused: Smith

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 DAMBROSKI SECONDED to approve the consent agenda as modified by updating Item 5 a. to remove November 28, 2022, Regular Meeting Minutes and amend to November 28, 2023 and resolution number 944-23. The voting was as follows:

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

Nays: None

Excused: Smith

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote. **1. Action:** Approval of modified November 28, 2023, Regular Meeting Minutes **2. Action:** Approval of resolution number 944-23

PUBLIC COMMENTS NOT ON THE AGENDA

Macy Meyer, 49915 Antelope Drive East, Bennett, Colorado, reported to the Board that she would like to see Bennett participate in the Wreaths Across America program. The program consists of volunteers who lay wreaths on the graves of veterans.

a. November 28, 2023 Regular Meeting Minutes

b. Intergovernmental Agreement (IGA) Between Arapahoe County, Colorado and Town of Bennett for Law Enforcement Services

Resolution No. 994-23 - A Resolution Approving an Intergovernmental Agreement with Arapahoe County for the Provision of Law Enforcement Services

Public Comments on Items Not Scheduled for Public Hearing

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get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

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

Regular Business

6. Public Hearing

a. 2024 Budget Appropriations and Carry Forwards

Danette Ruvalcaba, Town Treasurer and Director of Finance

Minutes:

Royce D. Pindell, Mayor, opened the public hearing for the 2024 Budget Appropriations and Carry Forwards.

The public hearing was opened at 7:18 p.m.

Christina Hart, Town Clerk, stated that in accordance with Colorado State Statute, notice of the public hearing was properly posted and published in the Eastern Colorado News on October 6th, 13th, 20th and 27th, 2023. Legal #2865.

Danette Ruvalcaba, Director of Finance, presented the 2024 Town of Bennett Budget to the Board. Ms. Ruvalcaba also reported on the carry-forwards for the 2024 budget year. Finance also reported the mill levy certification would not be provided from Adams and Arapahoe County until January 3, 2024. Staff is recommending the public hearing be continued until January 9, 2024.

PUBLIC COMMENTS

No public comments were presented.

The public hearing will be continued until January 9, 2024.

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE DAMBROSKI SECONDED to approve Resolution No. 992-23 - A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Bennett, Colorado, for the Calendar Year Beginning on the First Day of January 2024 and Ending on the Last Day of December 2024 and Adopting the Town of Bennett Schedule of Fees The voting was as follows:

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

Nays: None

Excused: Smith

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

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MAYOR PRO TEM OAKLEY MOVED, TRUSTEE VITTUM SECONDED to approve Resolution No. 993-23 - A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amounts and for the Purposes Set Forth Below, for the Town of Bennett, Colorado, for the Budget Yet 2024. The voting was as follows:
Ayes: Sus, Vittum, Barden, Dambroski, Oakley, Pindell
Nays: None
Excused: Smith
Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

7. Action/Discussion Items

a. RFP 23-008 - Old PW Remodel (Safety Building) - Construction Contract

8. Town Manager Report

Minutes:

- Trish Stiles, Town Manager, reported that KTK General Contracting, LTD may be able to find additional savings on the Old PW facility. Staff will bring back to the Board on January 9, 2024
- December 15th - Arapahoe County Executive Committee Meeting
- Holiday Help served 145 families this year. Shout out to Staff and sponsors.
- 21 families have been sponsored. Gifts will be picked up or delivered the week of December 18th.
- December 19th - Holiday Lighting contest
- The water variance has been postponed until February 2024. Gina Burke and Mason Brown are working on this.
- December 19th - Steve Hebert's retirement party 2:30 p.m. at the Community Center.

9. Trustee Comments and Committee Reports

Mayor and Trustees

Minutes:

Kevin Barden, Trustee, reported on the following:

- Shout out to Staff, Trustees and volunteers for a successful Breakfast with Santa

Larry Vittum, Trustee, reported on the following:

- Attended the Arapahoe County Executive Committee meeting on December 7th

Royce D. Pindell, Mayor, reported on the following:

- Breakfast with Santa was very well attended. Thank you to Staff and all who made it happen
- Thank you to all of the donors, sponsors and Staff for the annual Town Holiday Help program.

10. Executive Session

a. Intergovernmental Agreement (IGA) Between Adams County, Colorado and Town of Bennett for Law Enforcement Services

Minutes:

MAYOR PRO TEM OAKLEY MOVED, TRUSTEE DAMBROSKI 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); Intergovernmental Agreement between Adams County, Colorado and the Town of Bennett for Law Enforcement Services 2024. Voting was as follows:

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

Nays: None

Excused: Smith

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

The Board went into executive session at 7:47 pm.

b. Return to Open Meeting

Minutes:

The Board came out of the executive session at 8:45 pm.

Royce D. Pindell, Mayor, announced that the Board has been in executive session and the following persons participated: Kevin Barden, Steve Dambroski, Larry Vittum, Christina Hart, Danette Ruvalcaba, Trish Stiles, Scott Krob, Donna Sus, Whitney Oakley and Royce Pindell. 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 executive session is protected by attorney / client privilege.

11. Action/Discussion Items

a. To Take Action on Law Enforcement Contract

Minutes:

Town Staff was provided direction regarding the law enforcement contract. Staff will bring back the item to the Board in a future meeting.

12. Adjournment

Minutes:

TRUSTEE DAMBROSKI MOVED, TRUSTEE VITTUMS SECONDED to adjourn the meeting. The meeting was adjourned at 8:51 p.m. Voting was as follows:

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

Nays: None

Excused: Smith

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

Minutes Approved:

Royce D. Pindell, Mayor

Christina Hart, CMC / Town Clerk

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Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Minutes published on 01/05/2024 at 8:36 AM

TO: Mayor and Town of Bennett Board of Trustees
FROM: Gerilynn Scheidt, Town Safety Officer
DATE: January 9, 2024
SUBJECT: ADA Self-Evaluation and Transition Plan

Background

The Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan provides a comprehensive review of access for persons with disabilities at Town facilities, parks, rights-of-ways, services, activities, events, etc. It is also a guide for the planning and implementation of programs and facility modifications for compliance with ADA requirements. ADA transition plans are a federally mandated requirement by Title II - State and Local Governments of the Americans with Disabilities Act.

In 2022, the Town of Bennett hired Mile High Accessibility (MHA) as a consultant to review and evaluate policies and programs, then survey and audit all Town facilities, sidewalks, parks and trails to develop a Self-Evaluation and Transition Plan to improve ADA accessibility and compliance and make recommendations related to prioritization.

ADA compliance and the documentation of progress for identified areas for compliance modification is an ongoing process and must be tracked annually. The Self-Evaluation and Transition Plan in its entirety should be reviewed and updated every three years.

Public Outreach

ADA regulation requires that state and local governments provide an opportunity for people with disabilities and other interested individuals or organizations, to review and comment on the Self-Evaluation and Transition Plan. A public outreach survey was circulated to the residents of Bennett and the survey results are documented in the final plan. In addition, a public outreach meeting was held on November 16, 2023 for public comment on the plan and subsequently the Self-Evaluation and Transition Plan was posted on the Town website for review and to ask for public comment. A public stakeholder meeting was also held on December 5, 2023.

Staff Recommendation

Town Staff recommends the Board of Trustees approve Resolution No. 996-24 adopting the Town of Bennett ADA Self-Evaluation and Transition Plan.

Attachments

1. Self-Evaluation and Transition Plan Staff Presentation
2. Town of Bennett ADA Self-Evaluation and Transition Plan
3. Resolution No. 996-24

Town of Bennett

ADA Self-evaluation and Transition Plan Meeting



Presentation Outline

- **ADA Title II Requirements**
- **Public Input**
- **ADA Documents and Policies**
- **ADA Transition Plan Requirements**
- **Project Scope**
- **Self-evaluation Overview**
- **Facility Summary Reports**
- **Public Right-of-way Summary Reports**
- **Next Steps**

ADA Title II Requirements

- **Ensure that individuals with disabilities are not excluded from programs, services, and activities**
- **New construction and altered facilities must not have any architectural and communication barriers**
- **Every facility is not required to be completely accessible when access to individual programs, activities, and services is provided**

ADA Title II Requirements

- **Develop an ADA grievance procedure**
- **Designate an ADA Coordinator to oversee Title II compliance**
- **Make ADA Coordinator's name and number available to public**
- **Perform and retain a self-evaluation for 3 years**
- **Develop a Transition Plan for structural changes in facilities**
- **Inform the public of the rights and protections under the ADA**
- **Seek public input on the draft Transition Plan**

Public Input

- The ADA requires that state and local governments provide an opportunity for people with disabilities, and other interested individuals or organizations, to review and comment on the self-evaluation and transition plan.
- Public input is essential for the Self-evaluation and Transition Plan process. This allows for people with disabilities and organizations to contribute to the process of generating accessibility solutions that may be more effective and creative.
- Mile High Accessibility has documented public outreach survey results in the final Transition Plan.

Recommended ADA Documents

Mile High Accessibility has provided the following ADA document templates that should be implemented by the Town. Town staff should be trained on all ADA policies adopted by the Town:

ADA Grievance Procedure

Eligibility Criteria Policy

ADA Self-Evaluation/TP Policy

Effective Communications Policy

General Program Access Policy

Equal Employment Policy

Mobility Device Policy

ADA Public Notice

ADA Coordinator Notice

Service Animal Policy

Emergency Management Policy

Reasonable Accommodation Policy

ADA Contracting Policy

Town Website Accessibility Policy

Transition Plan Requirements

- **The designation of the ADA Coordinator with name, phone number, and email address.**
- **An adopted ADA Grievance Procedure.**
- **ADA Public notice.**
- **A list of barriers that limit the accessibility of programs, activities, or services.**
- **Proposed methods to remove the barriers to accessibility.**
- **The schedule to get the barrier removal work completed.**

Project Scope

Held kick-off meeting with Town staff

Completed Self-evaluation:

- **Evaluated programs, services, policies, and procedures**
- **Submitted draft ADA Public Notice**
- **Submitted draft Grievance Procedure**
- **Performed ADA audits of 13 Town facilities and 9 Town parks**
- **Performed PROWAG audits of 53 Bennett streets and walkways**

Project Scope

- **Performed Accessibility Audit on Town of Bennett Website**
- **Developed Draft Transition Plan**
- **Created prioritized plan for barrier removal in facilities**
- **Produced prioritized plan for barrier removal in public right-of-way**
- **Conducted public meeting to solicit input from the disability community and Town staff (November 16, 2023)**
- **Documented public input after November 16th meeting**
- **Finalized Transition Plan**

Bennett Facilities Surveyed

Antelope Hills Maintenance Building

Community Center

Mount View Cemetery

Muegee House

North Municipal Complex

Old Public Works Shop

Old Town Hall and Annex Building

Bennett Facilities Surveyed

Shared Services Building

Town Hall

Wastewater Treatment Plan

North Shop

Treatment Basins

Facilities Findings Totals

Antelope Hills Maintenance Building

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	5	\$300	\$475
Important	1	\$500	\$750
Moderate	1	\$3,500	\$5,000
Low	16	\$2,525	\$5,050
Total Findings	22	\$6,825	\$11,275

Facilities Findings Totals

Community Center

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	22	\$1,620	\$2,330
Important	2	\$300	\$600
Moderate	2	\$4,000	\$8,000
Low	0	\$0	\$0
Total Findings	26	\$5,920	\$10,930

Facilities Findings Totals

Mount View Cemetery

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	0	\$0	\$0
Important	0	\$0	\$0
Moderate	0	\$0	\$0
Low	0	\$0	\$0
Total Findings	0	\$0	\$0

Facilities Findings Totals

Muegge House

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	3	\$180	\$300
Important	5	\$1,000	\$1,800
Moderate	1	\$1,500	\$2,000
Low	0	\$0	\$0
Total Findings	9	\$2,680	\$4,100

Facilities Findings Totals

North Municipal Complex

	# of Findings	Cost Estimate Range	
		Low	High
Priority:			
High	2	\$3,000	\$3,750
Important	0	\$0	\$0
Moderate	0	\$0	\$0
Low	19	\$10,575	\$16,100
Total Findings	21	\$13,575	\$19,850

Facilities Findings Totals

Old Public Works Building

Cost Estimate Range

of Findings

Low

High

Priority:

High

2

\$300

\$650

Important

1

\$1,000

\$1,500

Moderate

0

\$0

\$0

Low

25

\$5,075

\$7,950

Total Findings

28

\$6,375

\$10,100

Facilities Findings Totals

Old Town Hall and Annex

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	8	\$450	\$900
Important	4	\$3,400	\$5,100
Moderate	0	\$0	\$0
Low	8	\$7,950	\$12,325
Total Findings	20	\$11,800	\$18,325

Facilities Findings Totals

Shared Services Building

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	11	\$60	\$80
Important	6	\$2,550	\$3,800
Moderate	0	\$0	\$0
Low	2	\$6,300	\$8,500
Total Findings	19	\$8,910	\$12,380

Facilities Findings Totals

Town Hall

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	14	\$1,775	\$3,225
Important	1	\$200	\$300
Moderate	1	\$2,500	\$3,000
Low	12	\$4,050	\$5,775
Total Findings	28	\$8,525	\$12,300

Facilities Findings Totals

Wastewater Treatment Plant/North Shop/Basins

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	0	\$0	\$0
Important	0	\$0	\$0
Moderate	0	\$0	\$0
Low	9	\$2,275	\$3,300
Total Findings	9	\$2,275	\$3,300

Facilities Findings Grand Total

Facilities Grand Totals

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	67	\$7,835	\$12,010
Important	20	\$9,100	\$14,150
Moderate	5	\$11,650	\$18,300
Low	90	\$38,300	\$58,100
Total Findings	182	\$66,885	\$102,560

Bennett Parks Surveyed

Bennett Regional Park & Open Space

Brothers 4 Park

Centennial Park

Civic Center Park

Community Park

Corridor of Honor Military Memorial

Field of Dreams

Bennett Parks Surveyed

Future Park

Trupp Park

Parks Findings Totals

Bennett Regional Park and Open Space

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	3	\$3,950	\$6,300
Important	2	\$6,500	\$9,000
Moderate	0	\$0	\$0
Low	0	\$0	\$0
Total Findings	5	\$10,450	\$15,300

Parks Findings Totals

Brothers 4 Park

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	0	\$0	\$0
Important	0	\$0	\$0
Moderate	0	\$0	\$0
Low	0	\$0	\$0
Total Findings	0	\$0	\$0

Parks Findings Totals

Centennial Park

Cost Estimate Range

Low

High

Priority:

High

1

Maintenance

Maintenance

Important

1

\$250

\$400

Moderate

1

\$2,500

\$3,000

Low

0

\$0

\$0

Total Findings

6

\$2,750

\$3,400

Parks Findings Totals

Civic Center Park

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	0	\$0	\$0
Important	0	\$0	\$0
Moderate	1	Maintenance	Maintenance
Low	0	\$0	\$0
Total Findings	1	\$0	\$0

Parks Findings Totals

Community Park

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	0	\$0	\$0
Important	1	\$500	\$750
Moderate	2	\$5,000	\$7,000
Low	0	\$0	\$0
Total Findings	3	\$5,500	\$7,750

Parks Findings Totals

Corridor of Honor Military Memorial

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	2	\$50	\$100
Important	0	\$0	\$0
Moderate	2	\$1,250	\$1,750
Low	0	\$0	\$0
Total Findings	4	\$1,300	\$1,850

Parks Findings Totals

Field of Dreams

Cost Estimate Range

Low

High

Priority:

High

4

\$300

\$600

Important

6

\$12,750

\$18,400

Moderate

3

\$20,000

\$30,000

Low

0

\$0

\$0

Total Findings

13

\$33,050

\$49,000

Parks Findings Totals

Future Park

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	3	\$400	\$800
Important	1	\$500	\$750
Moderate	2	\$1,000	\$2,000
Low	0	\$0	\$0
Total Findings	6	\$1,900	\$3,550

Parks Findings Totals

Trupp Park

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	14	\$1,175	\$1,950
Important	6	\$7,250	\$10,100
Moderate	7	\$13,500	\$19,500
Low	0	\$0	\$0
Total Findings	27	\$21,925	\$31,550

Parks Findings Grand Totals

Parks Findings Grand Total

Priority:	# of Findings	Cost Estimate Range	
		Low	High
High	27	\$5,875	\$9,750
Important	13	\$27,750	\$30,400
Moderate	18	\$43,250	\$63,250
Low	0	\$0	\$0
Total Findings	58	\$76,875	\$103,400

Bennett Streets Surveyed

Adams St

Bennett Ave

Centennial Dr

Cleveland Ct

Coolidge Ct

Elm St

Fox St

Hancock Ct

Harrison Dr

Jackson Ct

Kiowa Ave

Lilac Ave

Maple St

Madison Dr

Maple St

Ash St

Birch St

Centennial Way

Clover Ave

Eighth St

Fourth St

Grant Ave

Hancock Dr

Iris Ave

Jefferson Drive

Laceleaf Dr

Lincoln Ave

McKinley Dr

Madison Way

McKinley Dr

Bennett Streets Surveyed

Monarch St

Palmer Ave

Racer St

Roosevelt Ave

Seventh St

Silverdrop Ave

Third St

Walnut St

Yellowtail St

Orchid Ave

Penrith Way

Red Tail Dr

Second St

Shari's Ct

Spruce St

Truman Ave

Washington Ave

Bennett Neighborhood Walkways

Neighborhood Loop at Edward Ave

Neighborhood Walkway at Lilac Ave

Neighborhood Walkway at Maple St

Pass-through Walkway

Shared Use Path

Shared Use Path at Edward Ave

Public Right-of-way Findings Totals

Cost Estimate Range

Curb Ramps		Sidewalks		Total	
Low	High	Low	High	Low	High
\$255,575	\$334,450	\$704,350	\$961,810	\$959,925	\$1,296,260

Next Steps

- **Town Council approval and adoption**
- **Approve ADA policies**
- **Provide staff training on ADA policies**
- **Identify funding for barrier removal**

Questions / Comments?



welcome neighbors.



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Executive Summary

The Town of Bennett is a statutory town located in both Adams and Arapahoe Counties. The Town is governed by a Board of Trustees elected for four-year terms. Bennett was incorporated on September 25, 1929. The 2022 Census update identified approximately 11.1 % of Bennett's population as with a disability.

Introduction to the Americans With Disabilities Act

More than 61 million Americans have disabilities. This represents 26% of the U.S. population or 1 in 4 Americans. People with disabilities in Bennett, like all Americans, participate in a variety of programs, services, and activities provided by the Town. This includes many people who became disabled while serving in the military. Additionally, by the year 2030, approximately 71.5 million baby boomers will be over age 65 and will need services and surroundings that meet their age-related physical needs.

People with disabilities have often been excluded from enjoying basic civic activities like using public transportation, serving on a jury, voting, seeking refuge at an emergency shelter, or simply attending their child's or grandchild's school events. The Americans with Disabilities Act (ADA) is a Federal civil rights law that prohibits discrimination against people with disabilities. Under the ADA, people with disabilities are entitled to all the rights, privileges, advantages, and opportunities that others have when participating in civic activities.

The Americans with Disabilities Act became effective on July 26, 1990, and it extended legislation intended to eliminate discrimination against individuals with disabilities in federally funded facilities under the Rehabilitation Act to all activities of State and local governments regardless of whether these entities receive Federal financial assistance. It provides for equal access and equal opportunities for individuals with disabilities to participate in programs, services, and activities provided by public entities such as those offered by the Town of Bennett.

The ADA is divided into five sections, which are referred to as titles.

Employment (Title I)

Title I requires covered employers to provide reasonable accommodations for applicants and employees with disabilities and prohibits discrimination based on disability in all aspects of employment. Reasonable accommodation includes, for example, restructuring jobs, making worksites and workstations accessible, modifying schedules, providing services such as interpreters, and modifying equipment and policies.

Public Services (Title II)

Under Title II, public services (which include State and local government agencies) cannot deny services to people with disabilities or deny participation in programs or activities that are available to people without disabilities. In addition, public transportation systems, such as public transit buses, must be accessible to individuals with disabilities.

Public Accommodations (Title III)

Public accommodations include facilities such as restaurants, hotels, grocery stores, retail stores, etc., as well as privately owned transportation systems. Title III requires that all new construction and modifications must be accessible to individuals with disabilities. For existing facilities, barriers to services must be removed if readily achievable.



Telecommunications (Title IV)

Telecommunications companies offering telephone service to the public must have telephone relay service to individuals who use telecommunication devices for the deaf (TTYs) or similar devices.

Miscellaneous (Title V)

This title includes a provision prohibiting either (a) coercing or threatening or (b) retaliating against individuals with disabilities or those attempting to aid people with disabilities in asserting their rights under the ADA. The US Department of Justice (DOJ) revised its regulations implementing the ADA in September 2010. The new rules clarify issues that arose over the previous 20 years and contain new requirements, including the 2010 ADA Standards for Accessible Design (2010 Standards). This document provides general guidance to assist State and local governments in understanding and complying with the ADA's requirements.

For more comprehensive information about specific requirements, Bennett officials and residents can consult the [ADA title II regulations](#), the [2010 ADA Standards for Accessible Design](#), and the [Department of Justice ADA technical assistance publications](#).

ADA and its Relationship to Other Laws

Title II of the ADA is companion legislation to two previous federal statutes and regulations, the [Architectural Barriers Act](#) (ABA) of 1968 and [Section 504 of the Rehabilitation Act of 1973](#).

The Architectural Barriers Act of 1968 is a Federal law that requires facilities designed, built, altered, or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Section 504 of the Rehabilitation Act of 1973 is a Federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any Federal department or agency. Title II of ADA extended this coverage to all State and local government entities, regardless of whether they receive federal funding or not.

Federal Accessibility Requirements

The US Access Board was established by section 502 of the Rehabilitation Act of 1973 (Rehab Act). The Board consists of 25 total members, 13 of which are appointed by the President from the public and which must be individuals with disabilities. The remaining 12 members are the heads of 12 Federal departments and agencies specified by statute, including the heads of the DOJ and the Department of Transportation (DOT). Originally, the Access Board was established to develop and maintain accessibility guidelines for facilities designed, constructed, altered, or leased using Federal funds under the Architectural Barriers Act of 1968 (ABA). The passage of the ADA in 1990 expanded the Access Board's responsibilities to "issue minimum guidelines that shall supplement the existing Minimum Guidelines and Requirements for Accessible Design to ensure that buildings, facilities, rail passenger cars, and vehicles are accessible, in terms of architecture and design, transportation, and communication, to individuals with disabilities".

The DOJ issues and enforces accessibility standards applicable to facilities subject to ADA title II that are consistent with the "minimum guidelines" issued by the Access Board.

The Access Board began revising their 1990 standards in 1994 by establishing an advisory committee composed of members of the design and construction industry, the building code community, and State and local government entities, as well as individuals with disabilities. In 1998, the Access Board added specific guidelines on State and local government facilities and building elements designed for use by children. Other updates to the 1990 ADA Standards have been made with the final version being



compiled in the 2004 ADA/ABA Guidelines. The 2004 ADA/ABA Guidelines were the culmination of a long-term effort to facilitate ADA compliance by eliminating inconsistencies among Federal accessibility requirements (ADA & ABA Standards) and between Federal accessibility requirements and State and local building codes. In support of this effort, the US DOJ amended its regulation implementing title II and adopted standards consistent with 2004 ADA/ABA Guidelines, naming them the 2010 ADA Standards for Accessible Design.

On March 15, 2011, the final rule on the 2010 ADA Standards for Accessible Design became effective to revise the 1990 regulations that implement title II of the ADA that prohibit discrimination based on disability in State and local government services. The final rule was issued to adopt enforceable accessibility standards under the ADA that are more consistent with the minimum guidelines and requirements issued by the Access Board, and to update or amend certain provisions of the title II regulation so that they better reflect the Department's legal and practical experiences in enforcing the ADA since 1991. These new regulations provide a higher degree of clarity to State and local agencies who put forth the effort to comply with the spirit and intent of the ADA.

ADA Self-Evaluation and Transition Plan Requirements

Title II of the ADA applies to all State and local governments and all departments, agencies, special purpose districts, and other instrumentalities of State or local government ("public entities"). It applies to all programs, services, or activities of public entities, from adoption services to zoning regulation. Title II entities that contract with other entities to provide public services, such as non-profit organizations that operate drug treatment programs, also have an obligation to ensure that their contractors do not discriminate against people with disabilities.

Access to civic life by people with disabilities is a fundamental goal of the Americans with Disabilities Act. To ensure that this goal is met, Title II of the ADA requires Bennett to make its programs and services accessible to persons with disabilities. This requirement extends not only to physical access at Bennett government facilities, programs, and events -- but also to policy changes that Bennett must make to ensure that all people with disabilities can take part in, and benefit from, Bennett programs and services. In addition, Bennett must ensure effective communication -- including the provision of necessary auxiliary aids and services -- so that individuals with disabilities can participate in Bennett civic activities.

ADA Title II Exceptions

Title II requires State and local governments to ensure that all their programs, services, and activities, when viewed in their entirety, are accessible to people with disabilities. Program access is intended to remove physical barriers to government services, programs, and activities, but it generally does not require that a State and local government make each facility, or each part of a facility, accessible. For example, each restroom in a facility need not be made accessible. However, signage directing people with disabilities to the accessible features and spaces in a facility should be provided. Program accessibility may be achieved in a variety of ways. State and local governments may choose to make structural changes to existing facilities to achieve access. State and local governments can also pursue alternatives to structural changes to achieve program accessibility. For example, governments can move public meetings to accessible buildings and can relocate services for individuals with disabilities to accessible levels or parts of buildings. When choosing between possible methods of program accessibility, however, governments must give priority to the choices that offer services, programs, and activities in the most integrated setting appropriate. In addition, all newly constructed State and local government facilities must be fully accessible to people with disabilities.

When programs, services, or activities are in Town facilities, Bennett must make sure that they are also available to persons with disabilities, unless to do so would fundamentally alter a program, service, or



activity or result in undue financial or administrative burdens. When a service, program, or activity is in a building that is not accessible, Bennett can achieve program accessibility in several ways. It can:

- Relocate the program or activity to an accessible facility.
- Provide the activity, service, or benefit in another manner that meets ADA requirements.
- Make modifications to the building or facility itself to provide accessibility.

Historic Significance

The ADA does not require anything that impacts the historic significance of historic property.

Historically significant facilities are those facilities or properties that are listed or eligible for listing in the National Register of Historic Places or properties designated as historic under State or local law. Structural changes to these facilities that would threaten or destroy the historical significance of the property or would fundamentally change the program being offered at the historic facility need not be undertaken. Nevertheless, a State or local government must consider alternatives to structural changes in these instances, including using audio-visual materials to depict the inaccessible portions of the facility and other innovative solutions.

Technically Infeasible

The ADA defines technically infeasible as “as something that has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame; or because other existing physical or site constraints prohibit modifications or additions that comply fully with the Standards.”

Programs and Services Viewed in Their Entirety

Title II of the ADA does not require all facilities to be accessible. Programs must be accessible when “viewed in their entirety.” A key concept is that public programs and services, when viewed in their entirety, must be accessible to people with disabilities, but not all facilities must necessarily be made accessible. For example, if a city or town has multiple public swimming pools and limited resources, it can decide which pools to make accessible based on factors such as the geographic distribution of the sites, the availability of public transportation, the hours of operation, and the programs offered at each site so that the swimming program is accessible to and usable by people with disabilities.

Fundamental Alteration of a Service or Program

A fundamental alteration is a modification that is so significant that it alters the essential nature of the goods, services, facilities, privileges, advantages, or accommodations offered. If a public entity can demonstrate that the modification would fundamentally alter the nature of its service, program, or activity, it is not required to make the modification.

Example: If a city or town requires a 12-foot set-back from the curb in the central business district, it may be reasonable to grant a 3-foot variance for a store wishing to install a ramp at its entrance to meet its ADA obligations. If the setback is smaller and the ramp would obstruct pedestrian traffic, granting the variance may “fundamentally alter” the purpose of the public sidewalk.

Undue Financial and Administrative Burden

An undue burden is described as requiring significant difficulty or expense to make a service or program accessible to people with disabilities. While it is rare that the Town may not be able to provide program access, there are some instances where it is permissible under the ADA. Program access does not require each facility to be made physically accessible, in all instances. However, physical accessibility is a requirement for new facilities intended to provide Town programs. The Town is not



required to incur an undue financial or administrative burden. If a public entity believes that a modification to a service or program to achieve accessibility would fundamentally alter the service or program or would result in an undue burden, the public entity has the burden of proving that it would result in a fundamental alteration of the service or an undue burden. That decision must be made by the head of the public entity or his or her designee after considering all the resources available for use in the funding and operation of the service program or activity and must be accompanied by a written statement of the reasons for reaching that decision. Even if there is a conclusion of undue burden, the Town will still need to perform all other remediations that would not result in an undue burden but would improve accessibility to the maximum extent possible.

ADA Requirements for the Town of Bennett

Under Title II, Bennett must meet these general requirements:

- Must operate their programs so that, when viewed in their entirety, the programs are accessible to and useable by individuals with disabilities.
- May not refuse to allow a person with a disability to participate in a service, program, or activity simply because the person has a disability.
- Must make reasonable modifications in policies, practices and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result.
- May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective.
- Must take appropriate steps to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others.
- Must designate at least one responsible employee to coordinate ADA compliance. This person is typically referred to as the ADA Coordinator. The public entity must provide the ADA Coordinator's name, office address, and telephone number to all interested individuals.
- Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II to applicants, participants, beneficiaries, employees, and other interested persons. The notice must include the identification of the employee serving as the ADA Coordinator and must provide this information on an ongoing basis.
- Must establish a grievance procedure. Public entities must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints. This requirement provides for a timely resolution of all problems or conflicts related to ADA compliance before they escalate to litigation and/or the federal complaint process.

Title II of the ADA and its related federal Equal Employment Opportunity Commission (EEOC), DOJ, and DOT regulations link the concepts of discrimination and access which include physical access and program access.

Physical Access

Physical access requires a facility to be free of barriers preventing participation. Barriers are any obstacles that prevent or restrict access or use of a facility, right-of-way, or park amenity as identified in **Page 58** ADA Title II, Section 35.1492.



Program Access

Program access is defined by ADA Title II, Section 35.150(a)3. It may include physical accessibility, but also covers policies, practices, communications, and procedures. Program access requires that individuals with disabilities be provided an equally effective opportunity to participate in, or benefit from, programs and services. Program access may be achieved by either structural or non-structural methods. Non-structural methods include acquisition or redesign of equipment, assignment of auxiliary aids and assistance, or provision of services at alternate sites. In general, both may be utilized to ensure program access. Program access includes advertisement, orientation, eligibility, participation, testing or evaluation, physical access, provision of auxiliary aids, transportation, policies, and communication.

Designation of Responsibility

In accordance with 28 CFR 35.107(a), Bennett has designated the following person to serve as ADA Title II Coordinator, to oversee the Town's policies and procedures:

Name: Gerilynn Scheidt
Title: Town Safety Officer
Phone: (303) 644-3249 ext. 1004
Email: gscheidt@bennett.co.us
Address: 207 Muegge Way, Bennett CO, 80102

ADA Self-evaluation and Transition Plan Overview

Under Title II of the ADA, public entities are required to perform a self-evaluation of their current services, policies, and practices regarding accessibility. The goal of the self-evaluation is to verify that, in managing its programs and facilities, Bennett is providing accessibility and not adversely affecting the full participation of individuals with disabilities.

The intent of the ADA self-evaluation is to review Bennett's entire public program, including all facilities on public property and within public rights-of-way and to identify any obstacles or barriers to accessibility that need to be addressed. The general categories of items to be evaluated include:

- Communications, Information, and Facility Signage.
- Building Facilities – these include offices, parks, garages, and other types of buildings.
- Pedestrian Facilities (Pedestrian Circulation Routes / Pedestrian Access Routes) – these include sidewalks, curb ramps, bicycle/pedestrian trails, and traffic control signals that are located within Bennett's rights-of-way.

Public entities are required to provide an opportunity for interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments.

Furthermore, a public entity that employs 50 or more persons is required, for at least three years following the completion of the self-evaluation, to maintain on file and make available for public inspection:

- A list of the interested people consulted.
- A description of areas evaluated, and any problems identified.
- A description of any modifications made.



Bennett ADA Self-evaluation and Transition Plan Scope

With the help of Mile High Accessibility Consultants (MHAC), the Town of Bennett has undertaken a comprehensive evaluation of facilities, parks, and the public right-of-way to determine the extent to which individuals with disabilities may be restricted in their access to Town services and activities. MHAC surveyed the Town's facilities, parks, and the public right-of-way.

This document describes the process developed to complete the evaluation of the Town's facilities, parks, and public rights-of-way and presents a Transition Plan for the modification of facilities, parks, and public rights-of-way to ensure accessibility. This will help guide the planning and implementation of necessary program and facility modifications over the next 10 years. The ADA Self-evaluation and Transition Plan is significant in that it establishes the Town's ongoing commitment to the development and maintenance of policies, programs, and facilities that include all the Bennett community.

Public Outreach

Public input is crucial for the self-evaluation and transition plan process. The ADA regulation requires that State and local governments provide an opportunity for people with disabilities, and other interested individuals or organizations, to review and comment on the self-evaluation and transition plan. This allows for people with disabilities and organizations to contribute to the process of generating accessibility solutions that are more effective and creative. Also, involving the public enhances the accountability of the self-evaluation and transition plan process and helps ensure the prudent use of public resources that are limited. One of the most important benefits of public input is that it can help the Town prioritize the removal of barriers to accessibility that are highly significant to the public.

Mile High Accessibility encourages the representation of a diverse range of people with disabilities when possible. This includes people that have physical, visual, hearing, speech, intellectual, learning, behavioral health, and other disabilities, and the organizations that represent people with these disabilities.

To facilitate public input, the Town of Bennett broadly publicized a Public Outreach Survey (see Attachment 1). The results of this survey will be available in the final Transition Plan.

Mile High Accessibility will meet with Bennett staff to facilitate a public meeting to review the draft ADA Self-evaluation and Transition Plan document, identify priorities, and solicit any feedback. Any public comments or suggestions will be documented in the final transition plan.

Transition Plan Management

This Transition Plan is a living document that will continue to be updated as conditions within the Town evolve. The initial schedule is to formally review the complete document (main body and appendices) at least once per year, to identify any need for updates. Updates to the appendices or attachments may be made more frequently as needed. Any substantive updates to the main body of this document should include a public comment period to continue the Town's public outreach efforts.

The Town of Bennett recognizes that ADA compliance is an ongoing responsibility which will require monitoring to discover future accessibility issues that may be encountered. For example, facilities that currently meet ADA requirements could fall out of compliance in the future due to factors such as damage, disrepair, or changes within public rights-of-way that could create new accessibility obstacles. Therefore, the ADA Title II Coordinator will establish an on-going monitoring/inspection program or process to ensure that facilities continue to comply with ADA requirements. Town employees will also be encouraged to report any accessibility concerns or deficiencies that they may come across.



ADA Surveys of Bennett Owned Buildings and Parks

Mile High Accessibility Facilities and Parks Survey Methodology

Mile High Accessibility used tablet-based technology for facility, park, and public right-of-way, data analysis, and reporting. MHAC has provided Site Accessibility Evaluation Reports for each facility and park surveyed along with an Excel ADA Transition Plan Database which is fully searchable and filterable.

Mile High Accessibility surveys the following for compliance with the ADA:

Accessible Routes

- Entrance
- Parking Facility
- Walkways
- Doors
- Doorways
- Curb Ramps

Site Elements

- Parking Spaces
- Access Aisles
- Passenger Loading Zones
- Stairways
- Handrails
- Ramps

Built-In Elements

- Signage
- Fire Alarm Systems
- Assistive Listening Devices
- Work Surfaces
- Service Counters
- Elevators

Plumbing Elements

- Drinking Fountains
- Restrooms
- Water Closets
- Toilet Compartments
- Urinals
- Lavatories and Sinks
- Grab Bars

Special Rooms and Spaces

- Exhibit Areas
- Break Rooms
- Reception Areas
- Conference Rooms
- Auditoriums
- Meeting Rooms

Accessibility Elements

- Turning Space
- Clear Floor Space
- Changes in Level
- Reach Ranges
- Operable Parts
- Protruding Objects
- Knee and Toe Clearance

Recreation Facilities

- | | | |
|----------------------------|---------------------|------------------|
| • Play Areas | • Picnic Facilities | • Fishing Piers |
| • Sports Fields and Courts | • Skate Parks | • Swimming Pools |
| • Seating | • Shelters | |



Facility and Park Prioritization

MHAC assigns a priority of 1 – 4 for each accessibility barrier discovered. The prioritization process is essential so Bennett can determine what needs to be remediated immediately and what can be delayed until a future date. MHAC priorities are based on the following:

Priority 1 – High:

Should be completed within 12 months. Includes findings that have little or no cost, were in violation of the codes at the time of construction, pose an imminent safety threat, or would remove barriers to the greatest number of people to the Town's programs and services.

Priority 2 – Important:

Should be completed within 24 months. Includes barriers that have a lower budgetary impact on the entity in relationship to the degree of access provided and that impede access to higher numbers of people with disabilities.

Priority 3 – Moderate:

Should be completed within 36 months due to a technical violation that is difficult and costly to remediate and may not result in providing greater access to people with disabilities. Includes findings that create a moderate to minimal impact on accessibility compared to the cost of the remediation.

Priority 4 – Low:

Includes accessibility barriers in employee only spaces. These barriers should be addressed when any employee with a disability requests reasonable accommodations within the employee only space.

Probable Construction Costs (Cost Estimates)

A probable construction cost estimate range to remediate each barrier was included in MHAC reports and databases.

Facilities and Parks Transition Plan Databases

The Town's Facilities and Parks ADA Transition Plan Databases documents facility findings in several formats that allow Town staff a straightforward plan that prioritizes a path to compliance. The databases are ArcGIS compatible and are entirely customizable.

Each facility and park finding is addressed with a prioritized recommendation that will rectify the barrier. The Transition Plan Databases contains:

- Finding Number
- Area Description
- Latitude and Longitude Coordinates
- Finding Description
- As-built Condition
- Recommendation and Specifications for Barrier
- 2010 ADA Standards Citations
- Barrier Priority
- Cost Estimate Range
- Status of Finding (Open/Noncompliant, or Compliant)
- Photograph of Finding
- Notes



FACILITIES SURVEYED

Antelope Hills Maintenance Building

Community Center

Mount View Cemetery

Muegee House

North Municipal Complex

Old Public Works Shop

Old Town Hall and Annex Building

Shared Services Building

Town Hall

Wastewater Treatment Plant/North Shop/Treatment Basins

Facilities ADA Findings Summary Reports

Antelope Hills Maintenance Building				
		# of Findings	Cost Estimate Range	
			Low	High
Priority:				
	High	5	\$300	\$475
	Important	1	\$500	\$750
	Moderate	1	\$3,500	\$5,000
	Low	16	\$2,525	\$5,050
Total Findings		22	\$6,825	\$11,275

Community Center				
		# of Findings	Cost Estimate Range	
			Low	High
Priority:				
	High	22	\$1,620	\$2,330
	Important	2	\$300	\$600
	Moderate	2	\$4,000	\$8,000
	Low	0	\$0	\$0
Total Findings		26	\$5,920	\$10,930

Mount View Cemetery				
		# of Findings	Cost Estimate Range	
			Low	High
Priority:				
	High	0	\$0	\$0
	Important	0	\$0	\$0
	Moderate	0	\$0	\$0
	Low	0	\$0	\$0
Total Findings		0	\$0	\$0

Muegge House				
		# of Findings	Cost Estimate Range	
			Low	High
Priority:				
	High	3	\$180	\$300
	Important	5	\$1,000	\$1,800
	Moderate	1	\$1,500	\$2,000
	Low	0	\$0	\$0
Total Findings		9	\$2,680	\$4,100

North Municipal Complex				
		# of Findings	Cost Estimate Range	
			Low	High
Priority:				
	High	2	\$3,000	\$3,750
	Important	0	\$0	\$0
	Moderate	0	\$0	\$0
	Low	19	\$10,575	\$16,100
Total Findings		21	\$13,575	\$19,850

Old Public Works Building				
		# of Findings	Cost Estimate Range	
			Low	High
Priority:				
	High	2	\$300	\$650
	Important	1	\$1,000	\$1,500
	Moderate	0	\$0	\$0
	Low	25	\$5,075	\$7,950
Total Findings		28	\$6,375	\$10,100

Old Town Hall and Annex				
		# of Findings	Cost Estimate Range	
			Low	High
Priority:				
	High	8	\$450	\$900
	Important	4	\$3,400	\$5,100
	Moderate	0	\$0	\$0
	Low	8	\$7,950	\$12,325
Total Findings		20	\$11,800	\$18,325

Shared Services Building				
		# of Findings	Cost Estimate Range	
			Low	High
Priority:				
	High	11	\$60	\$80
	Important	6	\$2,550	\$3,800
	Moderate	0	\$0	\$0
	Low	2	\$6,300	\$8,500
Total Findings		19	\$8,910	\$12,380

Town Hall				
		# of Findings	Cost Estimate Range	
Priority:			Low	High
High	14	\$1,775	\$3,225	
Important	1	\$200	\$300	
Moderate	1	\$2,500	\$3,000	
Low	12	\$4,050	\$5,775	
Total Findings		28	\$8,525	\$12,300

Wastewater Treatment Plant/North Shop/Basins				
		# of Findings	Cost Estimate Range	
Priority:			Low	High
High	0	\$0	\$0	
Important	0	\$0	\$0	
Moderate	0	\$0	\$0	
Low	9	\$2,275	\$3,300	
Total Findings		9	\$2,275	\$3,300

FACILITIES GRAND TOTALS				
		# of Findings	Cost Estimate Range	
Priority:			Low	High
High	67	\$7,835	\$12,010	
Important	20	\$9,100	\$14,150	
Moderate	5	\$11,650	\$18,300	
Low	90	\$38,300	\$58,100	
TOTAL FINDINGS		182	\$66,885	\$102,560



PARKS SURVEYED BY MILE HIGH ACCESSIBILITY

Bennett Regional Park & Open Space

Brothers Four Park

Centennial Park

Civic Center Park

Community Park

Corridor of Honor Military Memorial

Field of Dreams

Future Park

Trupp Park

Parks ADA Findings Summary Reports

BENNETT REGIONAL PARK AND OPEN SPACE

	# of Findings	Cost Estimate Range	
		Low	High
Priority:			
High	7	\$3,950	\$6,300
Important	7	\$6,500	\$9,000
Moderate	0	\$0	\$0
Low	0	\$0	\$0
TOTAL FINDINGS	14	\$10,450	\$15,300



BROTHERS 4 PARK			
	# of Findings	Cost Estimate Range	
		Low	High
Priority:			
High	0	\$0	\$0
Important	0	\$0	\$0
Moderate	0	\$0	\$0
Low	0	\$0	\$0
TOTAL FINDINGS	0	\$0	\$0

CENTENNIAL PARK			
	# of Findings	Cost Estimate Range	
		Low	High
Priority:			
High	1	Maintenance	\$0
Important	1	\$250	\$400
Moderate	1	\$2,500	\$3,000
Low	0	\$0	\$0
TOTAL FINDINGS	3	\$2,750	\$3,400

CIVIC CENTER PARK			
	# of Findings	Cost Estimate Range	
		Low	High
Priority:			
High	0	\$0	\$0
Important	0	\$0	\$0
Moderate	1	Maintenance	Maintenance
Low	0	\$0	\$0
TOTAL FINDINGS	1	\$0	\$0



COMMUNITY PARK			
	# of Findings	Cost Estimate Range	
		Low	High
Priority:			
High	0	\$0	\$0
Important	1	\$500	\$750
Moderate	2	\$5,000	\$7,000
Low	0	\$0	\$0
TOTAL FINDINGS	3	\$5,500	\$7,750

CORRIDOR OF HONOR MILITARY MEMORIAL			
	# of Findings	Cost Estimate Range	
		Low	High
Priority:			
High	2	\$50	\$100
Important	0	\$0	\$0
Moderate	2	\$1,250	\$1,750
Low	0	\$0	\$0
TOTAL FINDINGS	4	\$1,300	\$1,850

FIELD OF DREAMS			
	# of Findings	Cost Estimate Range	
		Low	High
Priority:			
High	4	\$300	\$600
Important	6	\$12,750	\$18,400
Moderate	3	\$20,000	\$30,000
Low	0	\$0	\$0
TOTAL FINDINGS	13	\$33,050	\$49,000



FUTURE PARK			
	# of Findings	Cost Estimate Range	
		Low	High
Priority:			
High	3	\$400	\$800
Important	1	\$500	\$750
Moderate	2	\$1,000	\$2000
Low	0	\$0	\$0
TOTAL FINDINGS	6	\$1,900	\$3,550

TRUPP PARK			
	# of Findings	Cost Estimate Range	
		Low	High
Priority:			
High	14	\$1,175	\$1,950
Important	6	\$7,250	\$10,100
Moderate	7	\$13,500	\$19,500
Low	0	\$0	\$0
TOTAL FINDINGS	27	\$21,925	\$31,550

PARKS FINDINGS GRAND TOTALS			
	# of Findings	Cost Estimate Range	
		Low	High
Priority:			
High	27	\$5,875	\$9,750
Important	13	\$27,750	\$30,400
Moderate	18	\$43,250	\$63,250
Low	0	\$0	\$0
TOTAL FINDINGS	58	\$76,875	\$103,400



Survey of Bennett Owned Public Rights-of-way

Since the adoption of the ADA, Bennett has endeavored to provide accessible pedestrian features as part of the Town's capital improvement projects. As additional information was made available regarding the methods of providing accessible pedestrian features, the Town updated its procedures to accommodate these methods.

Bennett utilizes two methods for upgrading pedestrian facilities to current ADA standards. The first and most comprehensive method is through scheduled street and utility improvement projects. All pedestrian facilities impacted by these projects are upgraded to current ADA accessibility standards.

The Bennett goal is to continue to provide accessible pedestrian design features as part of its capital improvement projects. The Town has adopted Public Right-of-way Accessibility Guidelines (PROWAG) design standards. These standards will be kept current with nationwide and local best management practices.

The Town will consider and respond to all accessibility improvement requests. All accessibility improvements that are deemed reasonable will be scheduled consistent with transportation priorities.

The Town will coordinate with external agencies to ensure that all new or altered pedestrian facilities within the Town jurisdiction are PROWAG compliant to the maximum extent feasible.

Maintenance of pedestrian facilities within the public rights-of-way will continue to follow the policies set forth by the Town. Examples of typical maintenance items relating to accessibility include snow removal and ice control for sidewalks, sidewalk repair policy, renewal of crosswalk markings, and signal hardware.

Requests for accessibility improvements can be submitted to the ADA Title II Coordinator.

Other agencies are responsible for pedestrian facilities within the jurisdiction of Bennett. The Town will coordinate with those agencies to assist with identifying and facilitating elimination of accessibility barriers along their routes.

Mile High Accessibility surveyed the following public right-of-way elements for compliance with the Public Right-of-way Accessibility Guidelines:

- Pedestrian Access Routes
- Curb Ramps and Blended Transitions
- Accessible Pedestrian Signals
- Pedestrian Push Buttons
- Alternate Pedestrian Access Routes
- Detectable Warning Surfaces
- Pedestrian Street Crossings
- Passenger Loading Zones

For natural surface trails, Mile High Accessibility collected data for the trail head, trail head parking, and trail head amenities.

Public Right-of-way Prioritization

The prioritization of public right-of-way barriers to accessibility is based on location and access to Bennett programs and services. With the PROWAG and the ADA, there are two categories of barrier removal that are identified in a self-evaluation and transition plan to help prioritize the removal of barriers in the public right-of-way:



1. Public right-of-way barriers which prevent access to local governments' services, programs, and activities, when viewed in their entirety.
2. Public right-of way barriers which were created by new construction or alterations (i.e., new construction of sidewalks and intersections in the public right-of-way built after January 26, 1992), which do not comply with enforceable ADA standards or PROWAG at the time of construction.

To help determine when public right-of-way barriers to accessibility should be remediated, the barriers in sidewalks, curb ramps, and shared use paths are prioritized in the following order:

- A. Arterial roads with access to many programs.
- B. Collector roads with access to many programs.
- C. Local roads with access to fewer programs.
- D. Residential Roads and Shared use paths with minor access to few programs
- E. Little to no access to available programs.

Mile High Accessibility assigns the barriers within the above categories a priority level of High, Important, Moderate, and Low, depending on the type of road or public right-of-way, and the type of barrier.

In addition to the prioritization based on the type of road and the access to available programs, sidewalk and curb ramp barriers are prioritized by the type of barrier existing in a sidewalk or curb ramp as demonstrated in the tables below.

Sidewalk Barrier Prioritization

	PRIORITY KEY	HIGH	IMPORTANT	MODERATE	LOW
Description	Arterial roads with access to various programs	Collector roads with access to various programs	Local roads with access to fewer programs	Residential roads and shared use paths with minor access to few programs	Little to no access to available programs
No sidewalk provided	A1 - S (1/1/2026-1/1/2027)	B1 - S (1/1/2027-1/1/2028)	C1 - S (1/1/2028-1/1/2030)	D1 - S (1/1/2030-1/1/2034)	E1 - S - TBD
Sidewalk in <36"	A2 - S (1/1/2026-1/1/2027)	B2 - S (1/1/2027-1/1/2028)	C2 - S (1/1/2028-1/1/2030)	D2 - S (1/1/2030-1/1/2034)	E2 - S - TBD
Width is between 36" and 48", Cross slope and/or running slope is excessive	A3 - S (1/1/2026-1/1/2027)	B3 - S (1/1/2027-1/1/2028)	C3 - S (1/1/2028-1/1/2030)	D3 - S (1/1/2030-1/1/2034)	E3 - S - TBD
Built protrusions are present	A4 - S (1/1/2026-1/1/2027)	B4 - S (1/1/2027-1/1/2028)	C4 - S (1/1/2028-1/1/2030)	D4 - S (1/1/2030-1/1/2034)	E4 - S - TBD
Vertical Discontinuities, Horizontal openings, or other damages to sidewalk are present	A5 - S (1/1/2026-1/1/2027)	B5 - S (1/1/2027-1/1/2028)	C5 - S (1/1/2028-1/1/2030)	D5 - S (1/1/2030-1/1/2034)	E5 - S - TBD
Organic protrusions that interfere with headroom, or width are present	A6 - S (1/1/2024-1/1/2026)	B6 - S (1/1/2024-1/1/2026)	C6 - S (1/1/2024-1/1/2026)	D6 - S (1/1/2024-1/1/2026)	E6 - S - TBD
No deficiencies reported	A7 - S	B7 - S	C7 - S	D7 - S	E7 - S

Curb Ramp Barrier Prioritization

	PRIORITY KEY	HIGH	IMPORTANT	MODERATE	LOW
Description	Arterial roads with access to various programs	Collector roads with access to various programs	Local roads with access to fewer programs	Residential roads with minor access to few programs	Little to no access to available programs
No curb ramp provided public access route	A1 - CR (1/1/2026-1/1/2027)	B1 - CR (1/1/2027-1/1/2028)	C1 - CR (1/1/2028-1/1/2030)	D1 - CR (1/1/2030-1/1/2034)	E1 - CR - TBD
Running slope, Cross slope, or Counter slope deficiencies	A2 - CR (1/1/2026-1/1/2027)	B2 - CR (1/1/2027-1/1/2028)	C2 - CR (1/1/2028-1/1/2030)	D2 - CR (1/1/2030-1/1/2034)	E2 - CR - TBD
Damaged	A3 - CR (1/1/2026-1/1/2027)	B3 - CR (1/1/2027-1/1/2028)	C3 - CR (1/1/2028-1/1/2030)	D3 - CR (1/1/2030-1/1/2034)	E3 - CR - TBD
Side flares, width, and turning space	A4 - CR (1/1/2026-1/1/2027)	B4 - CR (1/1/2027-1/1/2028)	C4 - CR (1/1/2028-1/1/2030)	D4 - CR (1/1/2030-1/1/2034)	E4 - CR - TBD
Detectable warning deficiencies	A5 - CR (1/1/2026-1/1/2027)	B5 - CR (1/1/2027-1/1/2028)	C5 - CR (1/1/2028-1/1/2030)	D5 - CR (1/1/2030-1/1/2034)	E5 - CR - TBD
Vertical discontinuity or various minor deficiencies	A6 - CR (1/1/2024-1/1/2026)	B6 - CR (1/1/2024-1/1/2026)	C6 - CR (1/1/2024-1/1/2026)	D6 - CR (1/1/2024-1/1/2026)	E6 - CR - TBD
No deficiencies reported	A7 - CR	B7 - CR	C7 - CR	D7 - CR	E7 - CR

BENNETT STREETS SURVEYED

Adams St	Ash St
Bennett Ave	Birch St
Centennial Dr	Centennial Way
Cleveland Ct	Clover Ave
Coolidge Ct	Eighth St
Elm St	Fourth St
Fox St	Grant Ave
Hancock Ct	Hancock Dr
Harrison Dr	Iris Ave
Jackson Ct	Jefferson Drive
Kiowa Ave	Laceleaf Dr
Lilac Ave	Lincoln Ave
Madison Dr	Madison Way
Maple St	McKinley Dr
Monarch St	Orchid Ave
Palmer Ave	Penrith Way



BENNETT STREETS SURVEYED

Racer St	Red Tail Dr
Roosevelt Ave	Second St
Seventh St	Shari's Ct
Silverdrop Ave	Spruce St
Third St	Truman Ave
Walnut St	Washington Ave
Yellowtail St	

BENNETT NEIGHBORHOOD WALKWAYS/SHARED USE PATHS

Neighborhood Loop at Edward Ave	Neighborhood Walkway at Lilac Ave
Neighborhood Walkway at Maple St	Pass-through Walkway
Shared Use Path	Shared Use Path at Edward Ave



Public Right-of-way Transition Plan Database

The Mile High Accessibility Public Right-of-way Transition Plan Database contains these fields:

- Finding Number
- Area Description
- Latitude and Longitude Coordinates
- Finding Description
- As-built Condition
- Recommendations to Remove Barrier
- Milestone Dates for Barrier Removal
- PROWAG Guidelines Citations
- Barrier Priority
- Cost Estimate Range
- Status of Finding
- Photograph of Finding
- Notes

Public Right-of-way Summary Report

Cost Estimate Range					
Curb Ramps		Sidewalks		Total	
Low	High	Low	High	Low	High
\$255,575	\$334,450	\$704,350	\$961,810	\$959,925	\$1,296,260

Town of Bennett Website Accessibility Audit

Website accessibility refers to the design and development of websites in such a way that they can be used and accessed by everyone, including people with disabilities. An accessible website ensures equal access to information and functionality for everyone, regardless of their abilities.

There are various types of disabilities that can affect a person's ability to use a website, such as visual impairments, hearing impairments, motor disabilities, cognitive disabilities, and more. To make a website accessible, developers need to consider these disabilities and incorporate features that accommodate them.



Effective website accessibility involves:

1. Providing appropriate alternate text descriptions for images and multimedia content so that people who are visually impaired can understand the content.
2. Designing an easy-to-use navigation and layout that can be accessed through keyboard strokes alone for people who have difficulty using a mouse.
3. Ensuring that the website has a high level of color contrast to make it easier for color-blind or low-vision users to differentiate between elements.
4. Incorporating closed captions or providing transcripts for all multimedia content for the benefit of people with hearing impairments.
5. Providing clear and concise text that can be easily read by individuals who have cognitive or learning disabilities.

In Colorado, state and local governments are compelled to have accessible websites through Colorado bill HB21-1110. HB21-1110 is a new interpretation of Colorado's existing laws against discrimination toward people with disabilities. It prohibits excluding an individual with disability from participation or denying benefits of services, programs, or activities of any entity.

HB 21-1110 Bill defines accessibility as "Perceivable, operable, understandable, and robust digital content. It enables citizens with disabilities to access, engage, and make use of the same interactions offered to other citizens. They are protected with the same privacy, independence, and ease of use as exists for individuals without a disability."

This Bill sets consistent standards and penalties for non-compliance. The highlights of the legislation include:

- All government agencies must submit their website accessibility plans to the Office of Information Technology by July 1, 2022.
- Websites must implement the accessibility plans by July 1, 2024.
- State agencies that do not comply with the web accessibility standards face penalties including hefty fines and actual monetary damages.

Effective July 1, 2022, and onwards, Colorado state agencies must comply with accessibility standards. These are developed by the Office of Information Technology (OIT) by July 1, 2024.

All entities must make digital content "used by the public or government entity employee" accessible per WCAG 2.1 AA guidelines.

Digital content could be websites, applications, kiosks, digital signage, documents, video, audio, third-party tools, text, links, images, forms, PDFs, documents, embedded third-party applications, and more.

Unlike past Colorado legislation on accessibility, these new laws will require accessibility for all disabilities. It has a clear system of enforcement and consequences for inaccessible digital content. If state agencies or entities do not comply, they will face a website accessibility lawsuit in a state court. Non-compliance by state agencies and entities to make their digital content accessible results in:

- A court order
- Monetary damages
- A fine of \$3,500, payable to the plaintiff



AIM Scoring for the Town of Bennett Website

Automated Accessibility Score – 9.3 out of 10

The Automated Accessibility Score is generated by the powerful WAVE Stand-alone API and Testing Engine, which identifies programmatically detectable accessibility barriers and compliance issues across Bennett's entire public website. The AIM engine compiles the number and density of accessibility errors, and number of likely errors (WAVE alerts) for every page provided, then aligns these three values to a sample of one million pages as analyzed annually in the WebAIM Million project to generate a score from 1 to 10. A score of 10 indicates that the site is among the very best in comparison to web pages generally. A score of 5 indicates that the detected errors on the site are about average compared to other pages on the web.

Manual Accessibility Impact Score – 8.2 out of 10

The **Manual Accessibility Impact Score** is generated via expert human testing of a sample of four web pages, typically the home page, two significant content pages, and one randomly selected page. Testers review the four pages to measure the human accessibility impact of the following items:

1. Accuracy of the web page's defined language
2. Appropriateness of image alternative text
3. Impact of empty links and buttons if present
4. Impact of labeled or unlabeled form inputs
5. Impact of low contrast content
6. Appropriateness of page title
7. Presence and prevalence of animation and movement
8. Presence of keyboard focus indicators
9. Impact of other keyboard accessibility issues
10. Page support for reflow and responsive design

While this is not a comprehensive list of possible accessibility issues, these are among the most common and most impactful. The Manual Accessibility Impact Score gives a meaningful measure of how these issues impact users with disabilities on these pages.

Accessibility Impact (AIM) Score – 8.2 out of 10

The Accessibility Impact (AIM) Score is a combination of the Automated Accessibility Score and Manual Accessibility Impact Score above. It provides insight into the overall accessibility of the site in relation to web pages generally and as calculated by a human tester. Higher scores are better.

Web AIM Report

Errors

The Town's website had 44 detectable errors across 97 pages, or 0.5 errors on average per page. Errors indicate WCAG conformance failures and negative impact on users with disabilities with a very high reliability.

All the Town's website errors have been corrected since the results of the Website Accessibility Audit were presented to the Town's website content manager.

Manual Website Testing Report

Why Manual Accessibility Testing is Necessary

WAVE and WAVE Runner are excellent automated tools for identifying some of the most common accessibility problems on websites and those which can be identified via automated code review. It is important to note though that not all accessibility problems can be identified automatically. By some estimates, only 30% of accessibility problems can be identified by automated testing.

Manual Testing Web Content Accessibility Guidelines (WCAG)

WCAG 2.0 AA is the standard that most government-funded websites need to follow under Section 508 of the Rehabilitation Act. This is generally considered to be the bare minimum standard for meeting website accessibility requirements. Though no clear legal guidance exists for how government entities can meet ADA requirements, from a “risk of lawsuit perspective,” having a website that complies with WCAG 2.0 AA is considered best practice.

WCAG 2.0 AA contains 38 “success criteria” or items that need to be achieved to ensure accessibility. Thirty-four of the success criteria require manual review by a human.

To ensure true WCAG, Section 508, or ADA compliance, in addition to auditing Bennett’s website with automated testing, it was critical that Bennett’s website was manually tested for accessibility.

What is Manual Accessibility Testing?

Manual accessibility testing is the review process a human goes through to determine if any accessibility problems exist on a website. Examples of manual accessibility testing include:

- Navigating through the website with only a keyboard to ensure that all content can be accessed, used, and engaged with by a user who cannot use a mouse.
- Listening to the website with a screen reader to make sure text content and controls can be accessed by a screen reader and is understandable when read aloud.
- Watching embedded media to check for the presence and accuracy of closed captions, and that no rapid flashing is present.
- Using the website on multiple device sizes and at multiple resolutions to ensure that it is just as easy to use on a phone as on a desktop computer and can be used if significantly zoomed in.

Manual Accessibility Testing Results

The Town’s website had only 5 errors discovered during manual accessibility testing. These errors have been corrected.

Conclusion

The ADA self-evaluation and transition planning process are vital steps towards creating an inclusive environment for individuals with disabilities. It demonstrates a commitment to equal access and provides a roadmap for necessary improvements and accommodations. By identifying and addressing barriers, the Town of Bennett can enhance accessibility, promote diversity and inclusion, and ensure compliance with ADA guidelines. Continuously reviewing and updating the self-evaluation and transition plan will help maintain an inclusive environment over time.



Attachment 1 – Public Outreach Survey



Town of Bennett ADA Public Outreach Survey Results

Question	Number of Responses
1. How would you rate the Town of Bennett’s accessibility? This includes communication, programs, services, events, access to government facilities, parks, parking, trails, etc.	
Highly Accessible	13
Accessible with few challenges	15
Generally accessible, but could be improved	10
Not at all accessible	0
No response	2
2. How well do the Town of Bennett’s policies and procedures support people with disabilities?	
Very well	11
Somewhat	6
Needs improvement	7
Not sure	16
No response	0
Recommendation: Continue to broadly publish Bennett's ADA policies and procedures. Train Bennett staff on newly developed ADA policies.	
3. Do you know who to contact if you need assistance, have a concern or complaint, or need accommodations to access a facility or service?	
No, I don't know who to contact	24
Yes, I do know who to contact	14
No response	2
Recommendation: Of those who responded yes to this question, none responded correctly to listing the ADA Coordinator as the person they would contact. To rectify this, the ADA Coordinator contact information must be widely publicized and made available to the public.	
4. Have you ever experienced or observed a situation when you or another individual were unable to participate in a program, access information, or obtain services due to any of the following circumstances? (check all that apply)	
Educational program not accessible	3
Material not available in alternate format	5

Building not accessible	3
Interpreter not provided	4
Activity or event not accessible	1
Services not accessible	3
Website not accessible	2
Not applicable	20
Other (please specify):	4
Not sure	
Town of Bennett could be open 5 days a week.	
A sign indicating the Motor Vehicle Building	
No response	

Recommendation: Develop and refine policies that provide materials in an alternate format, provide interpreters (must broadly publish an opportunity to request an interpreter). Also, now that the Bennett website is accessible, this should not be an issue.

5. Have you ever requested an accommodation for a disability from the Town?

Yes	3
No	34
No response	3

6. Check all programs, services or activities in which you participate at a Town facility.

Classes	15
Recreation	22
Meetings	8
Sporting events	10
Seminars	2
Volunteer Work (Employee)	4
Other (please describe)	1
No response	13

7. What do you feel should be the Town's highest priority to improve accessibility for persons with disabilities?

- More accessible parking
- Enough wheel chairs - personal help
- We need more friendly people to communicate and work together
- Mosquito spraying
- Easy access into buildings
- Ramps, signs updated
- Know who to contact for help
- Have info about all available services
- Post resources many places.
- Need more spaces.

ADA accessibility.
Not all are unable to participate - MS, crutches,
wheelchairs, etc.
Entire town should be at the highest standards for
ALL disabled people!
More accessible parking.
King Soopers App is not friendly to seniors!!!!
More communication about services.
This really doesn't apply to me as I live in
Strasburg.
Roads and sidewalks need a lot of help.
Homeowners with weeds covering sidewalks need
clarification as to who's responsibility it is to cut or
maintain area.
Making sure all public places have wheel chair
access.
No idea.
Blind person access and wheelchair access.
Accessible parking.
Roads.
Keeping everything up to date.
Friendly environment, help where needed,
sidewalks.
Not sure.
Not sure.
Not sure.
More sidewalks.
Kids safety.
Sidewalks.
Don't know. Public rides for visibly impaired.

Recommendation: See ADA Transition Plan and ADA Transition
Plan Database

Appendix A: ADA Definitions

Alterations

When a public entity chooses to alter any of its facilities, the elements and spaces being altered must comply with the 2010 Standards. An alteration is defined as remodeling, renovating, rehabilitating, reconstructing, changing, or rearranging structural parts or elements, changing or rearranging plan configuration of walls and full-height or other fixed partitions, or making other changes that affect (or could affect) the usability of the facility. Examples include restriping a parking lot, moving walls, moving a fixed ATM to another location, installing a new service counter or display shelves, changing a doorway entrance, or replacing fixtures, flooring, or carpeting. Normal maintenance, reroofing, painting, wallpapering, or other changes that do not affect the usability of a facility are not considered alterations. The 2010 Standards set minimum accessibility requirements for alterations. In situations where strict compliance with the Standards is technically infeasible, the entity must comply to the maximum extent feasible (see Technically Infeasible below).

Auxiliary Aids and Services

- Qualified interpreters or other effective methods of making orally delivered materials available to individuals with hearing impairments.
- Qualified readers, taped texts, or other effective methods of making visually delivered materials available to individuals with visual impairments.
- Acquisition or modification of equipment or devices; and other similar services and actions.

Complaint

A complaint is a claimed violation of the ADA.

Disability

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual.
- A record of such impairment; or
- Being regarded as having an impairment.

Discrimination Based on Disability

- Limit, segregate, or classify a citizen in a way that may adversely affect opportunities or status because of the person's disability.
- Limit, segregate, or classify a participant in a program or activity offered to the public in a way that may adversely affect opportunities or status because of the participant's disability.
- Participate in a contract that could subject a qualified citizen with a disability to discrimination.
- Use any standards, criteria, or methods of administration that have the effect of discriminating based on disability.
- Deny equal benefits because of a disability.
- Fail to provide reasonable accommodations to known physical or mental limitations of an otherwise qualified individual unless it can be shown that the accommodation would impose an undue burden on the organization's operations.
- Use selection criteria that exclude otherwise qualified people with disabilities from participating in the programs or activities offered to the public.



- Fail to use tests, including eligibility tests, in a manner that ensures that the test results accurately reflect the qualified applicant's skills or aptitude to participate in a program or activity.

Fundamental Alteration

A modification that is so significant that it alters the essential nature of the goods, services, facilities, privileges, advantages, or accommodations offered. If a public entity can demonstrate that the modification would fundamentally alter the nature of its service, program, or activity, it is not required to make the modification. If a public accommodation (private entity) can demonstrate that a modification would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations it provides, it is not required to make the modification.

Having a Record of Impairment

An individual is disabled if he or she has a history of having an impairment that substantially limits the performance of a major life activity; or has been diagnosed, correctly or incorrectly, as having such impairment.

Physical or Mental Impairments

Physical or mental impairments may include, but are not limited to: vision, speech, and hearing impairments; emotional disturbance and mental illness; seizure disorders; mental retardation; orthopedic and neuromotor disabilities; learning disabilities; diabetes; heart disease; nervous conditions; cancer; asthma; Hepatitis B; HIV infection (HIV condition); and drug addiction if the addict has successfully completed or is participating in a rehabilitation program and no longer uses illegal drugs.

The following conditions are not physical or mental impairments: transvestitism; illegal drug use; homosexuality or bisexuality; compulsive gambling; kleptomania; pyromania; pedophilia; exhibitionism; voyeurism; pregnancy; height; weight; eye color; hair color; left-handedness; poverty; lack of education; a prison record; and poor judgment or quick temper if not symptoms of a mental or physiological disorder.

Qualified Individual with a Disability

A qualified individual with a disability means an individual with a disability who, with or without reasonable modification to rules, policies, or practices; the removal of architectural, communication, or transportation barriers; or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the Town.

Reasonable Program Modifications

If the individual's disabilities prevent them from performing the essential functions of the program or activity, it is necessary to determine whether reasonable program modifications would enable an individual to perform the essential functions of the program or activity.

Reasonable program modification is any change in program or activity or in the way things are customarily done that enables an individual with a disability to enjoy equal program opportunities. Accommodation means modifications or adjustments:

- To a registration or application process to enable an individual with a disability to be considered for the program or activity.
- To the program or activity environment in which the duties of a position are performed so that a person with a disability can perform the essential functions of the program or activity.
- That enables individuals with disabilities to enjoy equally the benefits of the program or activity as other similarly situated individuals without disabilities enjoy.

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Modification includes making existing facilities and equipment used by individuals readily accessible and usable by individuals with disabilities.



Modification applies to:

- All decisions and to the application or registration process.
- All services provided in connection with the program or activity.
- Known disabilities only.

Modification is not required if:

- It changes the essential nature of a program or activity of the person with a disability.
- It creates a hazardous situation.
- Adjustments or modifications requested are primarily for the personal benefit of the individual with a disability.
- It poses an undue burden.

Regarded as Having a Disability

An individual is disabled if she or he is treated or perceived as having an impairment that substantially limits major life activities, although no such impairment exists.

Reasonable Modification of Policies and Procedures

Many routine policies, practices, and procedures are adopted by public entities without thinking about how they might affect people with disabilities. Sometimes a practice that seems neutral makes it difficult or impossible for a person with a disability to participate. In these cases, the ADA requires public entities to make “reasonable modifications” in their usual ways of doing things when necessary to accommodate people who have disabilities. For example:

- A person who uses crutches may have difficulty waiting in a long line to vote or register for college classes. The ADA does not require that the person be moved to the front of the line (although this would be permissible), but staff must provide a chair for him and note where he is in line, so he does not lose his place.
- A person who has an intellectual or cognitive disability may need assistance in completing an application for public benefits.
- A public agency that does not allow people to bring food into its facility may need to make an exception for a person who has diabetes and needs to eat frequently to control his glucose level.
- A city, town, or county ordinance that prohibits animals in public places must be modified to allow people with disabilities who use service animals to access public places. (This topic is discussed more fully later.)
- A city, town, or county ordinance that prohibits motorized devices on public sidewalks must be modified for people with disabilities who use motorized mobility devices that can be used safely on sidewalks.

Only “reasonable” modifications are required. Any modification that would result in a “fundamental alteration” -- a change in the essential nature of the entity’s programs or services -- is not required.

Safe Harbor

The requirements in the 2010 ADA Standards are, for many building elements, identical to the 1991 Standards and the earlier Uniform Federal Accessibility Standards (UFAS). For some elements, however, the requirements in the 2010 Standards have changed. For example:

- The 1991 Standards allowed light switches, thermostats, and other controls to be installed at a maximum height of 54 inches. Under the 2010 Standards, the maximum height is 48 inches.



- The 1991 Standards required one van-accessible space for every eight accessible spaces. The 2010 Standards require one van-accessible space for every six accessible spaces.
- The 2010 Standards for assembly areas contain revised requirements for dispersion of accessible seating, sightlines over standing spectators, and companion seating.

If a facility was in compliance with the 1991 Standards or UFAS as of March 15, 2012, a public entity is not required to make changes to meet the 2010 Standards. This provision is referred to as the “safe harbor.” It applies on an element-by-element basis and remains in effect until a public entity decides to alter a facility for reasons other than the ADA. For example, if a public entity decides to restripe its parking lot (which is considered an alteration), it must then meet the ratio of van accessible spaces in the 2010 Standards. The ADA’s definition of the term “alteration” is discussed below.

The 2010 Standards also contain requirements for recreational facilities that were not addressed in the 1991 Standards or UFAS. These include swimming pools, play areas, exercise machines, court sport facilities, and boating and fishing piers. Because there were no previous accessibility standards for these types of facilities, the safe harbor does not apply. The program access rules apply, and the 2010 Standards must be followed when structural change is needed to achieve program access.

Service Animals

Under the ADA, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be related to the person’s disability. For example, many people who are blind or have low vision use dogs to guide and assist them with orientation. Many individuals who are deaf use dogs to alert them to sounds. People with mobility disabilities often use dogs to pull their wheelchairs or retrieve items. People with epilepsy may use a dog to warn them of an imminent seizure, and individuals with psychiatric disabilities may use a dog to remind them to take medication. Dogs can also be trained to detect the onset of a seizure or panic attack and to help the person avoid the attack or be safe during the attack. Under the ADA, “comfort,” “therapy,” or “emotional support” animals do not meet the definition of a service animal because they have not been trained to do work or perform a specific task related to a person’s disability.

Allowing service animals into a “no pet” facility is a common type of reasonable modification necessary to accommodate people who have disabilities. Service animals must be allowed in all areas of a facility where the public is allowed except where the dog’s presence would create a legitimate safety risk (e.g., compromise a sterile environment such as a burn treatment unit) or would fundamentally alter the nature of a public entity’s services (e.g., allowing a service animal into areas of a zoo where animals that are natural predators or prey of dogs are displayed and the dog’s presence would be disruptive). The ADA does not override public health rules that prohibit dogs in swimming pools, but they must be permitted everywhere else.

The ADA requires that service animals be always under the control of the handler and be harnessed, leashed, or tethered, unless these devices interfere with the service animal’s work or the individual’s disability prevents him from using these devices. Individuals who cannot use such devices must maintain control of the animal through voice, signal, or other effective controls.

Public entities may exclude service animals only if 1) the dog is out of control and the handler cannot or does not regain control; or 2) the dog is not housebroken. If a service animal is excluded, the individual must be allowed to enter the facility without the service animal.

Public entities may not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal, as a condition for entry. In situations where it is not apparent that the dog is a service animal, a public entity may ask only two questions: 1) is the animal required because of a disability? and 2) what work or task has the dog been trained to perform? Public entities may not ask about the nature or extent of an individual’s disability.



The ADA does not restrict the breeds of dogs that may be used as service animals. Therefore, a town ordinance that prohibits certain breeds must be modified to allow a person with a disability to use a service animal of a prohibited breed, unless the dog's presence poses a direct threat to the health or safety of others. Public entities have the right to determine, on a case-by-case basis, whether use of a particular service animal poses a direct threat, based on that animal's actual behavior or history; they may not, however, exclude a service animal based solely on fears or generalizations about how an animal or breed might behave.

The ADA does not require service animals to be certified, licensed, or registered as a service animal. Nor are they required to wear service animal vests or patches, or to use a specific type of harness. There are individuals and organizations that sell service animal certification or registration documents to the public. The Department of Justice does not recognize these as proof that the dog is a service animal under the ADA.

Substantial Limitations of Major Life Activities

Individuals are disabled if they have a physical or mental impairment that (a) renders them unable to perform a major life activity, or (b) substantially limits the condition, manner, or duration under which they can perform a particular major life activity in comparison to other people.

Major life activities are functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

In determining whether physical or mental impairment substantially limits the condition, manner, or duration under which an individual can perform a particular major life activity in comparison to other people, the following factors shall be considered:

- The nature and severity of the impairment.
- The duration or expected duration of the impairment.
- The permanent or long-term impact (or expected impact) of or resulting from the impairment.

Technically Infeasible

Is defined as an alteration that has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame; or because other existing physical or site constraints prohibit modifications or additions that comply fully with the Standards. The 2010 Standards also contain an exemption for certain alterations that would threaten or destroy the historic significance of an historic property.

Undue Burden

The Town of Bennett shall not provide an accommodation that imposes an undue burden on the operation of the Town's business. An undue burden means significant difficulty or expense incurred in the provision of accommodation. Undue burden includes, but is not limited to, financial difficulty. Undue burden refers to any modification that would be unduly costly, extensive, substantial, or disruptive, or that would fundamentally alter the nature of operation of the business of the Town.

Whether a particular accommodation will impose an undue hardship is determined on an individual basis. If a particular modification is determined to cause an undue burden to the Town of Bennett, the Town shall attempt to identify another modification that would not pose such a burden. If cost causes an undue burden, the Town must consider whether funding for modification is available from an outside source. If no such funding is available, the Town must give the person with a disability the opportunity to provide the modification or to pay for that portion of the modification that constitutes an undue burden.

Appendix B: Glossary of Terms

ABA: See Architectural Barriers Act.

ADA: See Americans with Disabilities Act.

ADA Transition Plan: Transportation system plan that identifies accessibility needs, the process to fully integrate accessibility improvements, and aims to ensure that all transportation facilities, services, programs, and activities are accessible to all individuals.

ADAAG: See Americans with Disabilities Act Accessibility Guidelines.

Accessible: A facility that provides access to people with disabilities using the design requirements of the ADA.

Accessible Pedestrian Signal (APS): A device that communicates information about the WALK phase in audible and vibrotactile formats.

Alteration: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.

Americans with Disabilities Act (ADA): Civil rights legislation passed in 1990 and effective July 1992. The ADA sets design guidelines for accessibility to public facilities, including sidewalks and trails, by individuals with disabilities.

Americans with Disabilities Act Accessibility Guidelines (ADAAG): Contains scoping and technical requirements for accessibility to buildings and public facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990.

APS: See Accessible Pedestrian Signal.

Architectural Barriers Act (ABA): Federal law that requires facilities designed, built, altered, or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Capital Improvement Program (CIP): The CIP for a public agency typically includes an annual capital budget and a five-year plan for funding the new construction and reconstruction projects on the agency's transportation system.

Detectable Warning: A surface feature of truncated domes, built in or applied to the walking surface to indicate an upcoming change from pedestrian to vehicular way.

DOJ: See United States Department of Justice.

Federal Highway Administration (FHWA): A branch of the U.S. Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.

FHWA: See Federal Highway Administration.

Pedestrian Access Route (PAR): A continuous and unobstructed walkway within a pedestrian circulation path that provides accessibility.

Pedestrian Circulation Route (PCR): A prepared exterior or interior way of passage provided for pedestrian travel.

PROWAG: An acronym for the *Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way* issued in 2005 by the U.S. Access Board. This guidance addresses roadway design practices, slope and terrain related to pedestrian access to walkways and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way.



Right-of-Way: A general term denoting land, property, or interest therein, usually in a strip, acquired for the network of streets, sidewalks and trails creating public pedestrian access within a public entity's jurisdictional limits.

Section 504: The section of the Rehabilitation Act that prohibits discrimination by any program or activity conducted by the federal government.

Uniform Federal Accessibility Standards (UFAS): Accessibility standards that all federal agencies are required to meet; includes scoping and technical specifications.

United States Access Board: An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications equipment, and electronic and information technology. It also enforces accessibility standards that cover federally funded facilities.

United States Department of Justice: Federal executive department responsible for enforcement of the law and administration of justice (also referred to as the Justice Department or DOJ).



Appendix C – Additional Reports

Due to the size of the extensive data collected, the files noted in these documents are not directly attached to the ADA Transition Plan but are available from the Town upon request.

1. Facilities ADA Transition Plan Database
2. Parks ADA Transition Plan Database
3. Public Right-of-way Transition Plan Database
4. Facilities Site Accessibility Evaluation Reports
5. Parks Site Accessibility Evaluation Reports

RESOLUTION NO. 996-24

A RESOLUTION ADOPTING THE TOWN OF BENNETT AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN

WHEREAS, the Board of Trustees finds it is necessary and desirable that the Town of Bennett develop an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan; and

WHEREAS, toward that end, the Board of Trustees engaged Mile High Accessibility to prepare a Self-Evaluation and Transition Plan for Bennett that evaluates policies, programs, facilities, parks, sidewalks and trails to improve ADA accessibility and compliance within the Town; and

WHEREAS, the Board of Trustees desires to approve and adopt the Town of Bennett ADA Self-Evaluation and Transition Plan.

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

Section 1. The proposed Town of Bennett ADA Self-Evaluation and Transition Plan is hereby approved in essentially the same form as the copy of such plan accompanying this resolution, subject to the conditions set forth in Exhibit A.

INTRODUCED, READ AND ADOPTED THIS 9th DAY OF JANUARY 2024.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

EXHIBIT A
TOWN OF BENNETT ADA SELF-EVALUATION AND TRANSITION PLAN

Conditions of Approval

1. Make minor administrative modifications as directed by Town Staff, the Town Engineer and the Town Attorney.

Planning Commission Appointment Application

Row 5

Form Field 1	g_childs@outlook.com
Form Field 2	Gino Childs
Form Date Field	11/20/23
Phone Number	303.828.7960
Street Address	884 madision way
Occupation	Assistant Project Manager
Company	Wood Partners
Prior Work Experience	
Education	Some College
Years in Bennett	3.0
Previous Board	Yes
What Board or Commission	Planning and Zoning
Referred By	Christina Hart
Prior Experience	I have been on the planning and zoning committee for approximately 2 years.
Technology	5
Meeting Commitment	I do have the personal time. No conflicts will stop me from attending as long as the typical time does not change.
Interest	I love this Town.
Concerns	Growth control e.g. infrastructure to support the quick increase in population.
Qualifications	I am experienced and understand the role.
Comp Plan	I think it is still very applicable to the citizens of Bennett and what they desire/need.

Growth 1. I am very much aware. 2. I think the growth has been bittersweet but mostly sweet. 3. On a scale of 1-10 I'd say a 9.

Regulations I think we should do our best to enforce the City code however we should be respectful enough to hear reasonable ideas/thoughts if/when presented and provide options to developers/citizens when building in Bennett that align with our Town's comprehensive plan.

Anything Else References are available upon request.

Planning Commission Appointment Application

Row 4

Form Field 1	co-1359@dickeysfranchise.com
Form Field 2	Christopher E Clemens
Form Date Field	11/14/23
Phone Number	626-390-3683
Street Address	182 Fox St
Occupation	Business Owner
Company	EMC CLEMENS LLC / DBA Dickeys BBQ PIT
Prior Work Experience	I currently sit on my local metro district board.
Education	Bachelors Degree
Years in Bennett	2.0
Previous Board	No
What Board or Commission	
Referred By	
Prior Experience	Penrith Metro Board member
Technology	5
Meeting Commitment	yes
Interest	I want to see our town grow with purpose and lead by experience to other towns that may be growing as well.
Concerns	Budget Cost and Tax Rates
Qualifications	i own a restaurant that has grown us to two now and we are always looking to grow EMC CLEMENS LLC

Comp Plan It a well thought out plan it can also be change and updated as time goes on and as we see the growth pattern inside our city limits.

Growth yes, it as healthy growth but we may need to slow down to allow infrastructure to catch up and then we can resume with the master plan. Poor

Regulations We should be looking at models that have been built out in other towns of our own size and density, so we try to model that or modify it to fit us.

Anything Else

Planning Commission Appointment Application

Row 6

Form Field 1	rachel.glass@hotmail.com
Form Field 2	Rachel Connor
Form Date Field	11/27/23
Phone Number	3036010065
Street Address	1155 Viewridge Rd
Occupation	Attorney
Company	Springer & Steinberg
Prior Work Experience	Attorney - 6.5 years Human Resources - 8 years
Education	Post Secondary Degree
Years in Bennett	10.0
Previous Board	Yes
What Board or Commission	Planning and Zoning
Referred By	
Prior Experience	I have been on the Planning and Zoning Board for approximately 6 years. I have taken classes on zoning laws, and have a Master's Degree in Real Estate, which included classes on planning and zoning in terms of land development.
Technology	5
Meeting Commitment	Yes, I am aware. No, I do not have any on-going conflicts with the meeting time.
Interest	I am interested in continuing my involvement with the Town and helping to shape the future of the town.
Concerns	The amount of growth and development within the Town and managing the public perception.
Qualifications	My prior experience with the Board and my educational background.

Comp Plan	The Town has worked hard to put together a thorough Comprehensive Plan that accounts for the significant growth within the community. The Comprehensive Plan is strategic, ambitious, and it is exciting to see certain aspects come to fruition. It is also interesting to see the fluidity and flexibility of the plan over the years to account for the amount of changes the Town has undertaken and the speed at which such changes have occurred.
Growth	Bennett has grown significantly over the past ten years I have lived in the Town. I believe the Town will continue to grow at breakneck speed in the next decade. Bennett has managed the growth well, although there is always room for improvement.
Regulations	I think the Town should play a significant role in this aspect to shape the way the Town is perceived, to attract further development and people to the area.
Anything Else	I have enjoyed serving on the P&Z Board for many years and would be happy to continue such service in the future!

Planning Commission Appointment Application

Row 1

Form Field 1	jimdelaney@me.com
Form Field 2	Jim Delaney
Form Date Field	10/23/23
Phone Number	720-272-6100
Street Address	920 Antelope Drive W
Occupation	Civil Engineer
Company	Worley
Prior Work Experience	40 Years in the Engineering & Construction field
Education	Bachelors Degree
Years in Bennett	7
Previous Board	Yes
What Board or Commission	2022-2023
Referred By	Charles Bayley
Prior Experience	Pervious term on commission
Technology	4
Meeting Commitment	Yes
Interest	Strong interest in seeing Bennett grow
Concerns	Rapid growth
Qualifications	Unfamiliar with other candidates so unable to answer this
Comp Plan	The comprehensive plan adopted by the Town of Bennett seems to be address current and projected growth.

Growth Yes. Very rapid growth which is great but takes careful planning & zoning. I believe the Town of Bennett have the proper personnel on staff to properly plan and mitigate potential issues from rapid growth.

Regulations I believe the Town should be very involved in this process to ensure the township maintains the proper appearance and zoning to facilitate both residential and commercial/industrial developments.

Anything Else

Planning Commission Appointment Application

Row 2

Form Field 1	nickelli@yahoo.com
Form Field 2	Nicholas Lee Rusciollelli
Form Date Field	11/08/23
Phone Number	13037175577
Street Address	292 Ash St
Occupation	Corporate Trainer
Company	Intermountain Health
Prior Work Experience	Extensive! Health Informatics, Exercise Physiologist, Healthcare Management- Cardiac and Pulmonary Rehabilitation, Small Business Owner - Mobile Bicycle Repair, Manufacturing Manager, Small Business Manager
Education	Bachelors Degree
Years in Bennett	2.5
Previous Board	No
What Board or Commission	
Referred By	Suzette Pulliam
Prior Experience	I have spent over 2 decades in healthcare, and healthcare management, where learning, knowing, and following applicable regulations is crucial to personal and organizational success. This skill set will directly apply to learning, and applying Planning and Zoning regulations. Additionally, I have had the opportunity to live in a multitude of locations; urban, suburbs, dense inner city, remote country community. I have experienced the effects of many Planning and Zoning decisions and the impact on the community. I will draw on this experience when envisioning what impact our decisions will make to the community of Bennett.
Technology	5
Meeting Commitment	Yes I am aware, and no I have no conflicts.

Interest	As a relatively newer member of the Bennett community, I see the growth and development occurring around me and am truly excited with the direction Bennett is going. I want to be a part in the successful implementation of future growth and initiatives, while respecting the heritage of Bennett's past.
Concerns	I believe the major concerns facing the Planning Commission today is balance. Many factors need to be considered with any new project; benefit to community, maintaining Bennett's character and quality, promotion of economic diversity, and more. Balancing these factors will always be an exercise in balance.
Qualifications	As mentioned above, I have a very broad perspective of how Planning decisions can benefit and impact a community. I see growth and development as neither "bad" or "good". Each development decision needs to be fully vetted to not only ensure it meets established requirements, but that it is best for Bennett. I am able to assess any new proposal without prejudice or bias.
Comp Plan	I am very encouraged by the Comprehensive Plan. The 12 Guiding Principles incredibly inclusive and forward thinking. The emphasis on inclusivity and specifically identifying the importance of developing a healthy community through healthy foods, physical activity, recreation, healthcare and safe neighborhoods, tells me that the town officials truly care about the residents of the community. Additionally, the well defined "Resiliency" objective clearly shows that town officials are aware of, and plan for potential hazards and needs.
Growth	I am well aware of the rate of growth in Bennett, I can say I personally am part of that growth. Looking at the Comprehensive Plan, and seeing what has been accomplished since my arrival in Bennett, I feel that overall, Bennett has been very successful in the management of it's growth. In small communities experiencing growth, there will always be a contingency of residents that will be firmly against, and object any growth. I don't share that mind set. I don't view "growth" as inherently good or bad. Rather the type of growth should be carefully evaluated to ensure it benefits the whole of the community.
Regulations	The Town of Bennett has well established and published Development Design Guidelines. I feel the Town's role in reviewing architectural designs for commercial, industrial, and residential developments is to ensure they adhere to the guidelines.
Anything Else	Though I am not a Bennett native, I feel passionate about contributing to my community. A position on the Planning Commission would allow me to serve my neighbors and my community. Thank you for your consideration.

Suggested Motion

I move to appoint _____ to the Town of Bennett Planning and Zoning Commission with a term ending on December 31, 2027.

I move to appoint _____ to the Town of Bennett Planning and Zoning Commission with a term ending on December 31, 2027.

I move to appoint _____ to the Town of Bennett Planning and Zoning Commission with a term ending on December 31, 2027.



welcome neighbors.

**IN AND FOR THE TOWN OF BENNETT
AND THE STATE OF COLORADO**

STATE OF COLORADO)
COUNTY OF ADAMS) ss **OATH OF OFFICE**
COUNTY OF ARAPAHOE)

I, _____, do solemnly swear or affirm that I will support the Constitution and the laws of the United States and of the State of Colorado, and the Ordinances of the Town of Bennett, and that I will faithfully perform all of the duties pertaining to the office of Planning and Zoning Commissioner of the Town of Bennett, Colorado to the best of my ability.

Planning and Zoning Commission

Subscribed and sworn to before me this
9th day of January, 2024.

Oath Administered By:

Christina Hart, CMC
Town Clerk

**Public Hearing Script
Board of Trustees
Town of Bennett Mill Levy Certifications**

MAYOR: I will next call the matter of the Counties of Adams and Arapahoe mill levy valuations for Town of Bennett which was continued from December 12, 2023 to this evening and I will re-open the public hearing on this item.

MAYOR: Ms. Hart, for the record, please state whether this hearing has been properly noticed.

[Town Clerk to summarize the notice required and accomplished for the hearing.]

MAYOR: Is there a staff presentation on this matter?

[Staff presentation/information]

MAYOR: This is a public hearing. Please keep public comment to the issues before the Town Board. Each speaker is asked to limit comment time to 3 minutes, unless the speaker represents a group of citizens, in which event additional time may be allocated. Please respect these limitations. I reserve the right to limit public comment that is inappropriate under these guidelines or otherwise improper. I also reserve the right to limit testimony or questioning that is repetitive, cumulative, argumentative, or not pertinent to the issues, and to set a limit on the duration of testimony if I determine it to be necessary in light of the number of persons who have signed up to testify.

MAYOR: Is there anyone here who wishes to speak on this issue?

[Public comment]

MAYOR: Is there anyone else in the public who wishes to speak on this issue? Hearing none, I now close the public comment portion of the public hearing. We will now proceed to Board discussion. Are there any questions from the Trustees, or any discussion of the Trustees?

[Town Board questions and discussion]

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

MAYOR: We have a draft resolution in front of us and I would entertain a motion on each.

May we have a Roll-Call vote?

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

Name of Jurisdiction: **012 - BENNETT**

IN ADAMS COUNTY ON 12/18/2023

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2023 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$44,682,990
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$53,945,490
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$53,945,490
5. NEW CONSTRUCTION: **	\$22,240
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$140,900
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD ## OR LAND (29-1-301(1)(b) C.R.S.):	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$59.27

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b),Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b),C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2023 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2023

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$518,952,091
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$332,000
3. ANNEXATIONS/INCLUSIONS:	\$1,406,371
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$13
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
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NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2023

IN ACCORDANCE WITH 39-5-128(1.5)C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$102,086
--	-----------

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.



PK Kaiser, MBA, MS

Assessor

December 6, 2023

OFFICE OF THE ASSESSOR
5334 S. Prince Street
Littleton, CO 80120-1136
Phone: 303-795-4600
TDD: Relay-711
Fax:303-797-1295
www.arapahoegov.com/assessor
assessor@arapahoegov.com

AUTH 3012 TOWN OF BENNETT
TRISH STILES
207 MUEGGE WAY
BENNETT CO 80102

Code # 3012

CERTIFICATION OF VALUATION

The Arapahoe County Assessor reports a taxable assessed valuation for your taxing entity for 2023 of:

\$9,016,436

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

PK Kaiser, MBA, MS
Arapahoe County Assessor

enc

CERTIFICATION OF VALUATION BY ARAPAHOE COUNTY ASSESSOR

New Tax Entity YES NO

Date: December 6, 2023

NAME OF TAX ENTITY: TOWN OF BENNETT

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2023:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	8,000,696
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	9,016,436
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	9,016,436
5. NEW CONSTRUCTION: *	5.	\$	46,621
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Ⓢ	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

- ‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution
- * New construction is defined as: Taxable real property structures and the personal property connected with the structure.
- ≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.
- Ⓢ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2023:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	116,000,376
ADDITIONS TO TAXABLE REAL PROPERTY			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	695,846
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9. DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10.	\$	0

- ¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.
- * Construction is defined as newly constructed taxable real property structures.
- § Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:			
1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	0

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:			
HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **		\$	12,200
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.			

RESOLUTION NO. 998-24

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE TAX YEAR 2023 TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF BENNETT, COLORADO, FOR THE 2024 BUDGET YEAR

WHEREAS, the Board of Trustees of the Town of Bennett has adopted the 2024 Annual Budget in accordance with the Local Government Budget Law, on December 12, 2023;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$752,395; and

WHEREAS, the amount of money necessary to balance the budget for bonds and interest is \$-0-; and

WHEREAS, the 2023 valuation for assessment for the Town of Bennett as certified by the Adams County Assessor is \$53,945,490; and

WHEREAS, the 2023 valuation for assessment for the Town of Bennett as certified by the Arapahoe County Assessor is \$9,016,436; and

WHEREAS, the mill levy is set in accordance with the applicable provisions of the Colorado Constitution and Colorado Statutes.

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

Section 1. That for the purpose of meeting all general operating expenses of the Town of Bennett during the 2024 budget year, there is hereby levied a tax of 11.950 mills upon each dollar of the total valuation for the assessment of all taxable property within the Town for the year 2023.

Section 2. That for the purpose of meeting payments for bonded indebtedness and interest of the Town of Bennett during the 2024 budget year, there is hereby levied a tax of -0- mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2023.

Section 3. That the Town Treasurer is hereby authorized and directed to immediately certify to the County Commissioners of Adams County, Colorado and to the County Commissioners of Arapahoe County, Colorado, the mill levies for the Town of Bennett as herein determined and set.

Section 4. All prior resolutions or parts of such resolutions, codes, or parts of codes in conflict with the provisions of this resolution are hereby repealed.

INTRODUCED, READ, AND ADOPTED THIS 9TH DAY OF JANUARY 2024.

Royce D. Pindell
Mayor, Town of Bennett

ATTEST:

Christina Hart
Town Clerk

Suggested Motion

I move to approve Resolution No. 998-24 – A resolution levying general property taxes for the tax year 2023 to help defray the cost of government for the Town of Bennett, Colorado, for the 2024 Budget Year.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Daymon Johnson, Capital Projects Director
DATE: January 9, 2024
SUBJECT: RFP 23-008 – Old PW Remodel (Safety Building) – Construction Contract

Background

The Town issued RFP 23-008 on August 10, 2023 to solicit qualified bids from qualified contractors to perform the remodel work for the Old Public Works shop (Safety Building), as designed by Allred Architects. This solicitation was open for roughly 4 weeks and bids were originally due on September 11, 2023. Prior to the final bid being due, the Town released several addendums. They were as follows:

- Addendum 001 – Mandatory Pre-Bid Walk Attendee List
- Addendum 002 – Contingency Requirement and Bond Clarifications
- Addendum 003 – General Questions and Answers
- Addendum 004 – Bid Date Change
- Addendum 005 – Late Pre-Bid Questions and Answers

The Town had a very positive response to the RFP and had ten different contractors present at the Mandatory Pre-Bid Walk, along with the architects and engineers of record present to answer any on site questions. Prior to the bid, Staff received some communication from interested bidders that asked for a date change to allow them to complete their bids. Staff honored this request and the final bid date was pushed to September 19, 2023.

At time of bid, the town received three qualifying bids. Those bids break down as follows:

Contractor	Bid Amount	SF Pricing
Sage Design Build	\$1,220,774.00	\$447.01
Wilderness Construction	\$1,416,316.00	\$518.61
Builds By Design	\$1,296,866.00	\$474.87

Being that pricing came back so much higher than anticipated, Staff immediately stepped into a value engineering process with the lowest bidder and reached out to additional contractors to solicit bids from them as well. Through direct solicitation, Staff received one qualifying bid from KTK General Contracting, Ltd. Their number came in at a premium but not exceedingly high price point:

Contractor	Bid Amount	SF Pricing
KTK General Contracting	\$1,015,776.00	\$371.94

While this number was closer to the initial budget of \$600,000.00, it was still exorbitantly high. Upon receiving this initial bid, Staff went to KTK and immediately started working on value engineering items to pare this cost down even more. Staff also approached Sage Design Build for a value engineering

exercise but Sage never finalized any items for the Town, even though it was requested that they complete a thorough review of the numbers and finalize a lump sum value engineering price.

There was some discussion about the Capital Projects department acting as the general contractor for this project and directly contracting all parties needed to complete the remodel. While contracting directly would have been one money saving option, Staff was finding that competing against KTK's pricing was difficult. They're a very large contractor who builds myriad projects (locally and nationally) with QuikTrip, Dutch Brothers, Maverik, Chipotle, Chase Bank, King Soopers and multitude of other large companies. Their buying power is immense and their contractor base is very broad.

Through the value engineering process with KTK, it was clear that they were capable and willing to assist the Town in making this process a good one and a couple of items were changed to help get the pricing to a more favorable place. Those include but are not limited to:

- Removal of storefront on east side of building, add Overhead Door (similar to Town Hall)
- Removal of awning on east side of building
- Removal of some cabinetry elevations in conference room
- Change to laminate top countertops in lieu of solid surface
- Opted for a more standard door and hardware package that still meets our needs
- Found an alternate lighting package

Though Staff was able to pare down the cost, the design intent of the project or the space itself wasn't lost. KTK General Contracting provided a finalized value engineering pricing proposal to the Town, it is as follows:

Contractor	Bid Amount	SF Pricing
KTK General Contracting	\$911,116.00	\$333.61

To help fund the overage from the initial budget (\$600,000), the Town had considered going back to DOLA and asking them to assist with that. However, based on the email the Town received when floating the idea, we opted against doing so. That email is attached for your review.

To fund the overage from the DOLA grant, the Town will be using appropriated Capital Projects budget funds in the amount of \$311,000 from the CIP fund.

Staff has done some background work on KTK and reached out to their references and companies they work with. Reviews have been overwhelmingly positive. They're a very large builder with a host of both local and national contracts.

Staff Recommendation

Staff recommends the Board of Trustees authorize the Mayor to execute a contract with KTK General Contracting, LTD with a not to exceed amount of \$911,116.00 and an effective date of January 1, 2024, for the construction and improvements of the Bennett Public Safety Building Remodel project.

Contractor	Bid
KTK General Contracting, LTD.	\$911,116.00

Attachments

1. RFP 23-008 dated 8/10/2023
2. Town of Bennett Bid Breakdown
3. Original Bid Proposal – KTK General Contracting
4. Value Engineered Bid #1 Proposal – KTK General Contracting
5. Bid Qualifications – KTK General Contracting
6. Email from Chris LeMay

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 8/10/2023

Project Number: 23-008

RFP Title: Old PW Remodel – Phase 1 Construction

Proposals Due: September 11, 2023, 4:00 p.m., Local Time

Submit Proposals to: Town of Bennett
Town Hall, 207 Muegge Way, Bennett, CO 80102-7806

For Additional Information Please Contact: Daymon K. Johnson
(303) 644-3249 Ext. 1005
Email: djohnson@bennett.co.us

Documents Included in This Package: RFP Cover Sheet
Project Background and Specifications
RFP Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form
Submission Form
Substitute Form W-9
Sample Agreement

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____

Address: _____ City/State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone: _____

Authorized Representative's Signature: _____ Phone: _____

Printed Name: _____ Title: _____ Date: _____

Email Address: _____

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to complete and perform the Phase I Construction work ("Project") for the remodel of the Old PW facility located at 365 Palmer Ave. in Bennett, Colorado. This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Proposals ("RFP").

II PROJECT DESCRIPTION

The Old PW facility, being initially constructed sometime in the 70's, was in use for many years serving many purposes for Town Staff over the years. Most recently it was the Public Works facility and housed all the Public Works staff, equipment and materials.

The Town recently completed construction of a new Public Works facility on the very North end of 4th street, located proximately to the Waste Water Treatment Facility. This new space provides better operational capabilities for the Public Works staff, and more area for the larger equipment the Town continues to acquire as we've grown. With Public Works leaving the Old PW facility, located at 365 Palmer Ave., the Town now has a space that is in need of remodel.

The plans as a part of this RFP are to be considered Phase 1 plans, and are focused primarily on the interior remodel of the building.

There will be a mandatory pre-bid job walk on Wednesday August 23, 2023 at 2:00PM MST, at the project located at 365 Palmer Ave., Bennett, CO. 80102

III SCOPE OF WORK

The proposed project will be built in Bennett, CO. The building is currently one story, with a floor plan size of roughly 6100SF. Of that, the approximate area of finish as specified in the documents as drawn by Allred Architects is 2731SF.

This work will include, but will not be limited to:

- Demolition and removal of existing interior structure(s)
- Demolition and removal of existing building systems – HVAC, Plumbing, Electrical, etc..
- Demolition and removal of overhead doors, some existing man doors, and other structural elements
- Installation of new building systems – HVAC, Plumbing, Electrical, etc..
- Installation of new building structural elements – Framing, Awnings, etc..
- Installation of tenant interior finish systems including drywall, flooring, doors & door hardware, glass & glazing, millwork, etc..

The general parameters upon which this estimate should be based are listed below:

- Please include one form of contingency; 1) Construction Contingency. The amount and/or percentage of contingency are at your discretion. Any amount of construction contingency that is unused will be returned to the Town.
- Construction Commencement is anticipated to occur on or before October 15, 2023. Please include a construction schedule depicting construction activities required to construct the Old PW Phase I remodel project (as described within this narrative).
- All applicable State, County, Town sales taxes, Use taxes and other taxes pertaining to the construction of the building should NOT be included within the construction budget. The Town of Bennett is Tax Exempt.
- Prevailing wages will be NOT be required for this project.
- Performance Bonds, Material, and Labor Payment Bonds on general contractor's work shall be included (as an additional line item) in construction budget.
- Insurance costs for general contractor(s) and all sub-contractors for general liability, excess liability, auto, workers compensation, and difference of coverage should be included within the construction budget.
- Builder's risk insurance should be included within the construction budget.
- Building permit costs will be waived as a part of this project. There will be fees to make sure your firm is compliant with the Town of Bennett requirements. Those costs should be coordinated directly with the Town of Bennett planning staff. To determine those costs, please speak with one of the following:
 - Savannah Vickery, Community & Development Manager, svickery@bennett.co.us
 - Andrew Burgardt, Community & Development, aburgardt@bennett.co.us

As a part of this solicitation, the Town would like to solicit to Bid Add Alternates as described below:

- ***Bid Add-Alternate 1:***

Please include pricing to complete a resheet of the entire metal building exterior to include roof and exterior walls. Add two (2) 3'x3' cupolas on the roof. Additionally, this pricing should encompass a stone or wood veneer wainscot on the front (South) and sides (East & West) of the building. Per the International Building Code, 2018 edition, which is the Town-adopted building code, it's required to have 3 clearly defined substrates in any new construction build. Review the International Building Code to confirm alignment with those requirements it's required to have 3 clearly defined substrates in any new construction build. Review town code to confirm alignment with those requirements.

- ***Bid Add-Alternate 2:***

Please include pricing to complete a two-toned exterior paint job, using materials and types of paint best suited to cover sheet metal raised panel siding. All sides of the building should be completed.

- ***Bid Add-Alternate 3:***

Provide costs to resheet only the roof of the building. Provide gauge options for Town review. Color TBD, however it will be a standard and available color.

IV PROJECT SCHEDULE

Estimated milestones for the Project are as follows:

RFP Issuance	8/10/23
Mandatory Job Walk with Architect @ 2:00PM MST	8/23/23
Bids Due to TOB	9/11/23
Board Meeting for pricing approval	9/26/23
Notice of Final Award	9/27/23
Contract Issuance	10/5/23

RFP INSTRUCTIONS

I QUESTIONS ABOUT RFP

All technical inquiries regarding this RFP shall be made in writing to **Daymon Johnson, Director of Capital Projects** – djohnson@bennett.co.us no later than five (5) days before Proposals are due. Non-technical inquiries may be directed to **Daymon Johnson – 303.644.3249 x.1005**

II AMENDMENTS TO RFP

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

III CONTENTS OF PROPOSAL

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

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

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

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

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

Town of Bennett
Attn: Daymon Johnson
RFP: 23-008
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email: djohnson@bennett.co.us

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

For emailed Proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of 25 MB capacity. It is the sole responsibility of the Proposer to ensure their Proposal is received before the Proposal deadline. The Town does not accept responsibility under any circumstance for delayed or failed email or mail submittals.**

Email proposals must be sent to Daymon Johnson at djohnson@bennett.co.us as well as submitted to this project link:

<https://app.smartsheet.com/b/form/efc2e7031002488a99b23c1734664982>

Proposals received after the Proposal deadline shall be considered non-responsive.

V MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS.

Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the Proposal deadline.

Proposals may be withdrawn prior to Proposal deadline. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the Proposal deadline for a period of ninety (90) calendar days. If a Proposal is withdrawn during this ninety-day period, the Town may, at its option, choose not to accept any Proposal from the Proposer for a six-month period following the withdrawal.

VI EVALUATION CRITERIA

Proposals shall be reviewed and evaluated by Town staff and/or consultants who may request additional information from Proposers or request interviews with one of more Proposers. Final evaluation and selection may be based on, but not limited to any of the following:

1. Qualifications of the Proposer
2. Reference checks
3. Total cost or proposed pricing
4. Ability of the Proposer to provide quality and timely services and products

VII ANTICIPATED SCHEDULE

The following activities and dates are just a tentative outline of the process to be used by the Town.

August 10, 2023	Issue Request for Proposal
August 23, 2023	Mandatory Job Walk with Architect
September 11, 2023	Proposal Submittal Deadline
October 5, 2023	Award Contract

TERMS AND CONDITIONS

1. **Responses to RFP.** All Proposals shall become the property of the Town upon receipt and will not be returned to the Proposer. Selection or rejection will not affect this right. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total Proposal will be considered confidential/proprietary.
2. **Rejection Rights.** The Town reserves the right to reject all Proposals and re-solicit if deemed by the Town to be in its best interests, and to abandon the Project and this RFP at any time for any or no reason. The Town is not obligated to accept the lowest cost proposed, is not obligated to accept any Proposal, and will make its determination based on the best interests of the Town. The Town reserves the right to determine, in its sole discretion, whether any Proposal meets the needs or purposes intended and is within the approved budget. The Town does not base its award on price alone. Also, to be considered are: quality of services; past experience with the Proposer; qualifications of the Proposer and/or subcontractors; services offered; equipment capability; maintenance considerations; long-range costs, delivery; and similar criteria.
3. **Other Conditions; Reservation of Rights.** This is a solicitation and not an offer to contract. The provisions in this RFP and any procurement or purchasing policies or procedures of the Town are solely for the fiscal responsibility of the Town and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. The Town reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP schedule; to require clarification or further information with respect to any response or Proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any Proposer.
4. **Proposer's Responsibilities.** Proposer shall make all investigations necessary to thoroughly inform themselves regarding the Project and are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so is at the risk of the Proposer.
5. **Costs of Response Preparation and Other Charges.** Proposers are solely responsible for all costs of preparing their proposals and participation in this RFP, and the Town assumes no responsibility for payment of any expenses incurred by a Proposer as part of this process. For the selected firm, no reimbursement will be made by the Town for any costs incurred prior to full execution of a contract and issuance of written notice by the Town to commence Project services.
6. **Agreement Required.** A written agreement will be required between the Town and the selected Proposer, which agreement will be in the form and substance required by the Town. A sample agreement is included with this RFP, but the Town reserves the right to modify the

terms and conditions thereof. The agreement shall include insurance requirements for both general liability and errors and omissions.

7. **Taxes.** Proposers shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be made available to the selected contractor.
8. **Pricing.** Proposers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
9. **No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
10. **Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, 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, disability or any other protected class 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: Responses will only be considered from Proposers that have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

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

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Proposer(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Proposer (s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

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

Not to Exceed Total:

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: Daymon Johnson
Director of Capital Projects
RFP: 23-008

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

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

State percentage of prompt payment discount, if offered _____ %

State total bid price (include all items bid) _____

State total bid price with discount _____

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

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

Vendor# _____

1 NAME OF FIRM:

NAME (Legal Name)

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

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

NAME (As it appears on invoice)

ADDRESS

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

STREET ADDRESS

CITY, STATE, ZIP

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____-_____-_____
OR
Federal Identification Number _____-_____

Name of Business Owner (please print) _____

Check Appropriate Box:

- | | | | |
|---|--|-------------------------------------|-------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government | |
| <input type="checkbox"/> Individual/Sole Prop | <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> | Other |
- _____

(Must explain)

<p>CERTIFICATION</p> <p>Under penalties of perjury, I certify that:</p> <p>(1) The number shown on this form is my correct Tax Identification Number, and</p> <p>(2) I am not subject to backup withholding.</p> <p>(3) I am a US person (including a US resident alien)</p> <p>Signature _____</p> <p>Date _____</p> <p>Print Name _____</p> <p>Telephone Number ()</p>

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Merchandise Only | <input type="checkbox"/> Services | <input type="checkbox"/> Attorney |
| <input type="checkbox"/> Employee expense reimbursement | <input type="checkbox"/> Contract Labor | <input type="checkbox"/> Non Attorney |
| <input type="checkbox"/> Garnishment / Child Support | <input type="checkbox"/> Other (Explain) | |
| <input type="checkbox"/> Damage awards & other reimb | <input type="checkbox"/> Sale of Land | |

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

CONSTRUCTION CONTRACT

This Agreement, is made and entered this _____ day of _____, 20__ 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 – Price.** The Contractor agrees to perform for the Town all of the work set forth in Exhibit A attached hereto and incorporated herein by reference (hereinafter the “Work”). The Town agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, an amount not to exceed \$_____ *[insert lump sum contract amount]*. Unit prices and unit costs for the Work shall not exceed those shown in Exhibit A. 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 will construct and complete the Work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the Town, within the time specified herein.

2. **Contract Documents.** The Work shall be done in strict accordance with all scope of Work documents attached hereto as Exhibit A and with the following additional documents: _____ *[insert a list of all documents that apply to the work, such as utility plans and specifications, site plans, engineering plans, architectural drawings, etc. The list should reference the name of the drawing, date prepared, number of pages and, if noted, job or reference number]*. All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

3. **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 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.

4. **Relationship of Contractor to Town.** Contractor covenants to furnish its best skill and judgment and to cooperate with the Town's Project Manager and Field Manager, as identified herein, and all other persons and entities in furthering the interests of the Town. 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.

5. **Project and Field Manager.** The Town's Project Manager for the purposes of the Work is the following or such other person as the Town may designate in writing: _____. The Town's Field Manager for the purposes of communicating with Contractor in the field and coordinating Town efforts in the field is _____. Change orders may only be authorized by the persons listed in Section 17.

6. **Time of Commencement and Completion.** a. No Work shall be commenced until after a pre-construction meeting of the Contractor and Town representatives as appropriate, and until the Town has in writing instructed the Contractor to commence work.

b. The Contractor shall finally complete all Work in a manner acceptable to the Town, and in compliance with this Agreement, on or before _____, 20___. 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. Payment for the Work shall only be made after the Work has been finally completed and accepted by the Town.

7. **Price of Work - Payment.**

[For a lump sum contract use the following subsection (a)]

a. Payments of the entire contract price shall be made to Contractor in a single, lump sum payment within 30 days after final completion of the Work and acceptance thereof by the Town. Except as provided in Section 7.b, the contract price set forth in Section 1, shall be inclusive of all costs of whatsoever nature associated with the Contractor's Work efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside fees. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

[For progress payments use the following subsection (a)]

a. 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. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, if the contract price set forth in Section 1 exceeds \$150,000, it is the intent and purpose of the Town to withhold five percent (5%) of payments to Contractor in accordance with Article 91, Title 24, C.R.S.

b. The contract price does not include the following costs: (1) water service, electric service, and associated utilities; and (2) the cost of the performance, payment and warranty bonds that may be required for the Work pursuant to Section 14, the cost of which bonds shall not exceed 2.5 percent of the amount set forth in Section 1.

8. **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.

9. **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.

10. 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.

11. 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.

12. 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.

13. 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 contract price set forth in Section 1 exceeds \$50,000, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Project Manager, 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 Section 16. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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

Bid Breakdown

RFP 23-008 - Old PW Remodel

Post Bid Solicitation

VE #1

Contractor	SAGE	WILDERNESS	BBD
Total GC's	\$195,344.00	\$365,054.00	\$162,460.00
Total Building Costs	\$934,247.87	\$1,051,262.00	\$874,182.00
GC O & P	?	?	\$155,496.00
Contingency	\$55,000.00	\$88,193.00	\$61,193.00
Grand Total Cost	\$1,220,774.00	\$1,416,316.00	\$1,296,866.00
SF Price	\$447.01	\$518.61	\$474.87
Cost less Contingency	\$1,165,774.00	\$1,328,123.00	\$1,235,673.00
Larger Scopes			
Woods & Plastics	\$204,281.00	\$63,869.00	\$61,000.00
Openings	\$101,298.00	?	\$116,591.00
Finishes	\$185,831.00	\$201,099.00	\$187,699.00
Plumbing	\$101,435.00	\$170,200.00	\$82,000.00
HVAC	\$130,095.00	\$150,931.00	\$107,000.00
Electrical	\$133,450.00	\$213,555.00	\$124,100.00

KTK
\$112,000.00
\$746,939.00
\$87,797.00
\$50,000.00
\$1,015,776.00
\$371.94
\$965,776.00
\$73,742.00
\$65,020.00
\$182,701.00
\$75,000.00
\$117,000.00
\$124,000.00

KTK
\$112,000.00
\$697,248.00
\$82,828.00
\$0.00
\$911,116.00
\$333.62
\$911,116.00
\$73,742.00
\$37,385.00
\$182,701.00
\$75,000.00
\$117,000.00
\$121,050.00

Bid Schedule of Values

Project:	Bennet Community Safety Remodel	General Contractor:	KTK GC LTD
Address:	365 Palmer Ave	Prepared/Submitted by:	Kyle Buss
	Bennett, CO 80102	120	< Number of Construction Days (Must be Filled In)

Sect	Description	QTS	Unit	Unit Cost	Actual	Notes
01-1000	SUPERVISION/LABOR/BURDEN	1	LS	\$ 36,000	\$ 36,000.00	
01-1100	SUPERVISION EXPENSES	1	LS	\$ 6,000	\$ 6,000.00	
01-1200	TEMPORARY LABOR	1	LS	\$ 2,500	\$ 2,500.00	
01-1300	BUILDERS RISK	1	LS	\$ 2,500	\$ 2,500.00	
01-2100	BOND	1	LS	\$ 12,500	\$ 12,500.00	
01-3100	FIELD OFFICE		LS		\$ -	
01-3200	PORTABLE SANITARY FACILITIES	1	LS	\$ 1,500	\$ 1,500.00	
01-3300	TEMPORARY WATER		Wks		\$ -	
01-3400	TEMPORARY POWER		Wks		\$ -	
01-3500	OTHER TEMPORARY FACILITIES	1	LS	\$ 27,500	\$ 27,500.00	
01-3600	EQUIPMENT RENTAL	1	LS	\$ 10,000	\$ 10,000.00	
01-4100	DUMPSTERS	1	LS	\$ 6,000	\$ 6,000.00	
01-4200	TESTING - CONCRETE		LS		\$ -	
01-4300	TESTING - ENVIRONMENTAL		LS		\$ -	
01-5000	ENGINEERING & STAKING	1	LS		\$ -	
01-6000	CLEANING	1	LS	\$ 7,500	\$ 7,500.00	
TOTAL GENERAL CONDITIONS COST:				\$	112,000.00	

Sect	Description	QTS	Unit	Unit Cost	TOTAL	Notes
02-1100	OFFSITE SITE PREPRATION / EARTHWORK		LS		\$ -	
02-1201	OFFSITE ROADWAYS - ASPHALT		SY		\$ -	
02-1202	OFFSITE ROADWAYS - CURBS		LF		\$ -	
02-1203	OFFSITE ROADWAYS - CONCRETE		SF		\$ -	
02-1300	OFFSITE PEDESTRAIN PAVING / WALKS		SF		\$ -	
02-1400	OFFSITE FENCES & GATES		LF		\$ -	
02-1500	OFFSITE RETAINING WALLS		LF		\$ -	
02-1600	OFFSITE SIGNAGE		LS		\$ -	
02-1700	OFFSITE LANDSCAPING & IRRIGATION		LS		\$ -	
02-1801	OFFSITE WATER LINES		LF		\$ -	
02-1802	OFFSITE FIRE HYDRANTS		EA		\$ -	
02-1803	OFFSITE SANITARY SEWER		LF		\$ -	
02-1804	OFFSITE STORM SEWER		LF		\$ -	
02-1805	OFFSITE POWER		LS		\$ -	
02-1806	OFFSITE FIBER OPTICS		LS		\$ -	
02-1807	OFFSITE TELEPHONE		LS		\$ -	
02-1808	OFFSITE GAS SUPPLY		LS		\$ -	
02-1809	OFFSITE BORING		LF		\$ -	
02-1810	OFFSITE DEWATERING		LS		\$ -	
TOTAL OFF-SITE COST:				\$	-	

Bid Schedule of Values

Project:	Bennet Community Safety Remodel	General Contractor:	KTK GC LTD
Address:	365 Palmer Ave	Prepared/Submitted by:	Kyle Buss
	Bennett, CO 80102	120	< Number of Construction Days (Must be Filled In)

Sect	Description	Unit	Unit Cost	TOTAL	Notes
02-2101	ON-SITE EROSION CONTROL	LS		\$ -	
02-2102	ON-SITE DEMOLITION	1 LS	\$ 19,040.00	\$ 19,040.00	
02-2103	ON-SITE EARTHWORK	LS		\$ -	
02-2104	ON-SITE LIME STABILIZATION	SY		\$ -	
02-2201	ON-SITE ASPHALT PAVING	LS		\$ -	
02-2202	ON-SITE CONCRETE PAVING	SF		\$ -	
02-2203	ON-SITE CURBS	LS		\$ -	
02-2204	ON-SITE P/C CURB BUMPERS	EA		\$ -	
02-2205	ON-SITE STRIPING	LS		\$ -	
02-2206	ON SITE SAW CUTTING & JOINT SEALANT	LF		\$ -	
02-2300	ON-SITE SIDE WALKS & PATIOS	SF		\$ -	
02-2400	ON-SITE FENCES & GATES	LF		\$ -	
02-2501	ON-SITE ADA SIGNAGE	LS		\$ -	
02-2502	ON-SITE TRAFFIC CONTROL SIGNS	LS		\$ -	
02-2600	ON-SITE LANDSCAPING & IRRIGATION	LS		\$ -	
02-2701	ON-SITE WATER SUPPLY	LS		\$ -	
02-2702	ON-SITE BACKFLOW PREVENTER / RPZ	EA		\$ -	
02-2703	ON-SITE FIRE LINES	LS		\$ -	
02-2704	ON-SITE FIRE HYDRANTS	EA		\$ -	
02-2705	ON-SITE SANITARY SEWER	LS		\$ -	
02-2706	ON-SITE GREASE INTERCEPTOR	EA		\$ -	
02-2707	ON-SITE STORM SEWER & STRUCTURES	LS		\$ -	
02-2708	ON-SITE POWER & TRANSFORMER	LS		\$ -	
02-2709	ON-SITE TRANSFORMER PAD	LS		\$ -	
02-2710	ON-SITE FIBER OPTICS	LS		\$ -	
02-2711	ON-SITE TELEPHONE	LF		\$ -	
02-2712	ON-SITE GAS LINE	LF		\$ -	
02-2713	ON-SITE CONDUITS/SLEEVES	LF		\$ -	
02-2800	ON-SITE LIGHTING	EA		\$ -	
02-2900	ON-SITE COMMUNICATIONS & SECURITY	LS		\$ -	
02-3100	ON-SITE CONCRETE RETAINING WALLS	SF		\$ -	
02-3200	ON-SITE MASONRY RETAINING WALLS	SF		\$ -	
02-4000	DUMPSTER PAD-APPROACH-WALLS & GATES	LS		\$ -	
02-4400	ON-SITE BOLLARDS	LS		\$ -	
TOTAL ON-SITE COST:				\$ 19,040.00	

Sect	Description	Qts	Unit	Unit Cost	TOTAL	Notes
03-1000	CONCRETE FOUNDATIONS		LS		\$ -	
03-1100	FOOTING & STEM WALLS		LF		\$ -	
03-1200	PIER & GRADE BEAMS		LF		\$ -	

Bid Schedule of Values

Project:	Bennet Community Safety Remodel	General Contractor:	KTK GC LTD
Address:	365 Palmer Ave	Prepared/Submitted by:	Kyle Buss
	Bennett, CO 80102	120	< Number of Construction Days (Must be Filled In)

03-1300	OTHER FOUNDATION (Monolithic Slab & Beams)		SF		\$	-
03-2100	STANDARD SLAB ON GRADE	1	LS	\$ 12,500.00	\$	12,500.00
03-2200	STRUCTURAL S.O.G. POST TENSION/CTN FM		SF		\$	-
03-2300	TERMITE PROTECTION		SF		\$	-
03-3000	CONCRETE WALLS		SF		\$	-
03-4000	STRUCTURAL CONCRETE		CY		\$	-
03-5100	LIGHT POLE BASES		EA		\$	-
03-5200	SPLASH BLOCKS		EA		\$	-
04-1000	CONCRETE BLOCK MASONRY		SF		\$	-
04-2000	BRICK VENEER		SF		\$	-
04-3000	ROCK VENEER		SF		\$	-
04-4000	CAST STONE		SF		\$	-
04-5000	EIFS		SF		\$	-
05-1000	STRUCTURAL STEEL FRAMING	1	LS	\$ 13,500.00	\$	13,500.00
05-2000	STEEL JOIST FRAMING		SF		\$	-
05-3000	STEEL DECK		SF		\$	-
05-4000	STRUCTURAL STEEL STUD FRAMING		LF		\$	-
05-5100	RAILINGS		LF		\$	-
05-5200	HAND RAILS		LF		\$	-
05-5300	LADDERS		EA		\$	-
05-5400	GATES		EA		\$	-
05-5500	BOLLARDS		EA		\$	-
05-5600	STAIRS		EA		\$	-
05-5700	OTHER (Specify)	1	LS	\$ 15,000.00	\$	15,000.00
05-6000	STEEL AWNINGS OR AWNING FRAMES	1	LS	\$ 37,327.00	\$	37,327.00
05-6100	STEEL CASTINGS		EA		\$	-
06-1000	GENERAL CARPENTRY	1	LS	\$ 35,000.00	\$	35,000.00
06-1100	HURRICANE REINFORCING		LS		\$	-
06-2000	WOOD SHEATHING		SF		\$	-
06-3000	WOOD DECKING		SF		\$	-
06-4000	FABRICATED STRUCTURAL WOOD		LS		\$	-
06-5000	WOOD JOISTS		SF		\$	-
06-6000	GLUE LAM BEAMS		LF		\$	-
06-7000	MILLWORK	1	LS	\$ 35,599.00	\$	35,599.00
06-8000	FRP & PLASTIC ASSEMBLIES	1	SF	\$ 3,143.00	\$	3,143.00
07-1000	DAMPROOFING		SF		\$	-
07-2000	WATERPROOFING		SF		\$	-
07-3100	SINGLE PLY ROOFING		SF		\$	-
07-3200	BUILT-UP ROOFING		SF		\$	-
07-3300	FLUID APPLIED ROOFING		SF		\$	-
07-3400	SHEET METAL ROOFING		SF		\$	-
07-3500	DOWNSPOUTS, SCUPPER & LEADER HEADS		LS		\$	-

Bid Schedule of Values

Project:	Bennet Community Safety Remodel	General Contractor:	KTK GC LTD
Address:	365 Palmer Ave	Prepared/Submitted by:	Kyle Buss
	Bennett, CO 80102	120	< Number of Construction Days (Must be Filled In)

07-4100	ROOF HATCH		EA		\$	-	
07-4300	ROOF WALKWAY PADS		LS		\$	-	
07-4400	SKYLIGHTS		EA		\$	-	
07-5000	ROOF INSULATION		SF		\$	-	
07-6100	WALL INSULATION	1	LS	\$ 4,000.00	\$	4,000.00	
07-6200	CEILING INSULATION		SF		\$	-	
07-7000	CAULKING	1	LS	\$ 4,000.00	\$	4,000.00	
08-1000	METAL DOORS & FRAMES		EA		\$	-	
08-1400	WOOD DOORS & FRAMES	1	LS	\$ 61,020.00	\$	61,020.00	
08-2000	HARDWARE		LS		\$	-	
08-3100	ACCESS DOORS & PANELS		EA		\$	-	
08-3200	OVERHEAD DOPR	1	LS	\$ 9,500.00	\$	9,500.00	
08-3400	SPECIAL FUNCTION DOORS		EA		\$	-	
08-4100	STOREFRONT FRAMING		SF		\$	-	
08-4200	STOREFRONT HURRICANE COMPLIANT		SF		\$	-	
08-4300	STOREFRONT DOORS & HDW.		EA		\$	-	
08-4400	GLASS & GLAZING	1	LS	\$ 46,390.00	\$	46,390.00	
08-5100	DRIVE-THRU WINDOW		EA		\$	-	
08-6000	LOUVERS & VENTS		EA		\$	-	
09-1000	DRYWALL & METAL STUDS	1	LS	\$ 72,880.00	\$	72,880.00	
09-2000	ACOUSTICAL CEILINGS & GRID	1	LS	\$ 15,000.00	\$	15,000.00	
09-3000	PAINTING	1	LS	\$ 20,000.00	\$	20,000.00	
09-4100	RESILIENT FLOORING	1	LS	\$ 28,431.00	\$	28,431.00	
09-4200	CARPET		SY		\$	-	
09-4300	RESILIENT / RUBBER BASE		SF		\$	-	
09-4400	FLUID APPLIED FLOORING		SF		\$	-	
09-4500	OTHER FLOORING (Specify)		SF		\$	-	
09-5000	CERAMIC TILE (WALLS & FLOORS)		CSF		\$	-	
09-6000	WALL COVERINGS		CFS		\$	-	
10-1000	CANVAS AWNINGS & FRAMES		EA		\$	-	
10-1100	TOILET COMPARTMENTS		EA		\$	-	
10-1200	TOILET & BATH ACCESSORIES	1	LS	\$ 3,536.00	\$	3,536.00	
10-1300	INTERIOR SIGNAGE		LS		\$	-	
10-1400	SPECIALTIES OTHER (Specify) Knox Box, Etc.	1	LS	\$ 1,654.00	\$	1,654.00	
11-1000	VAULT EQUIPMENT		LS		\$	-	
11-1200	FOOD SERVICE EQUIPMENT		LS		\$	-	
11-1300	CAR WASH EQUIPMENT		LS		\$	-	
11-1400	OTHER EQUIPMENT (Specify)	1	LS	\$ 5,359.00	\$	5,359.00	Lockers
12-1000	WINDOW BLINDS	1	LS	\$ 7,000.00	\$	7,000.00	
12-1100	SPECIALTY CASEWORK		LS		\$	-	
13-1000	PREFABRICATED/PRE-ENGINEERED STRUCTURES		LS		\$	-	
14-1000	CONVEYING EQUIPMENT		LS		\$	-	

Bid Schedule of Values					
Project:	Bennet Community Safety Remodel	General Contractor:		KTK GC LTD	
Address:	365 Palmer Ave	Prepared/Submitted by:		Kyle Buss	
	Bennett, CO 80102	120		< Number of Construction Days (Must be Filled In)	
15-1000	PLUMBING	1	LS	\$ 75,000.00	\$ 75,000.00
15-2000	FIRE SUPPRESSION		LS		\$ -
15-3000	HEATING-VENTALTING & AIR CONDITIONING	1	LS	\$ 117,000.00	\$ 117,000.00
16-1000	ELECTRICAL	1	LS	\$ 124,100.00	\$ 124,100.00
16-2000	SOUND SYSTEMS		LS		\$ -
16-3000	LOW VOLTAGE EQUIPMENT		LS		\$ -
16-4000	LIGHTING PACKAGE		LS		\$ -
16-5000	FIRE ALARM SYSTEMS		LS		\$ -
16-6000	CONDUITS/SLEEVES		LF		\$ -
TOTAL BUILDING COST:				\$	746,939.00

Bid Schedule of Values			
Project:	Bennet Community Safety Remodel	General Contractor:	KTK GC LTD
Address:	365 Palmer Ave	Prepared/Submitted by:	Kyle Buss
	Bennett, CO 80102	120	< Number of Construction Days (Must be Filled In)

BID SCHEDULE OF VALUES - GRAND TOTAL COST			
TOTAL GENERAL CONDITIONS COST		\$	112,000.00
TOTAL OFF-SITE COST		\$	-
TOTAL ON-SITE COST		\$	19,040.00
TOTAL BUILDING COST		\$	746,939.00
GC PROFIT & OVERHEAD		\$	87,797.00
CONTINGENCY		\$	50,000.00
GRAND TOTAL COST:		\$	1,015,776.00

ABBREVIATION KEY:			
Wks	WEEKS	EA	EACH
LS	LUMP SUM	CY	CUBIC YARD
SF	SQUARE FEET	LF	LINIER FEET
CSF	CONTACT SQUARE FEET		

Qualifications and Exclusions need to be listed on additional letterhead and submitted with proposal. Be sure to execute and return Invitation to Bid letter.

Bid Schedule of Values

Project:	Bennet Community Safety Remodel	General Contractor:	KTK GC LTD
Address:	365 Palmer Ave	Prepared/Submitted by:	Kyle Buss
	Bennett, CO 80102	120	< Number of Construction Days (Must be Filled In)

Sect	Description	QTS	Unit	Unit Cost	Actual	Notes
01-1000	SUPERVISION/LABOR/BURDEN	1	LS	\$ 36,000	\$ 36,000.00	
01-1100	SUPERVISION EXPENSES	1	LS	\$ 6,000	\$ 6,000.00	
01-1200	TEMPORARY LABOR	1	LS	\$ 2,500	\$ 2,500.00	
01-1300	BUILDERS RISK	1	LS	\$ 2,500	\$ 2,500.00	
01-2100	BOND	1	LS	\$ 12,500	\$ 12,500.00	
01-3100	FIELD OFFICE		LS		\$ -	
01-3200	PORTABLE SANITARY FACILITIES	1	LS	\$ 1,500	\$ 1,500.00	
01-3300	TEMPORARY WATER		Wks		\$ -	
01-3400	TEMPORARY POWER		Wks		\$ -	
01-3500	OTHER TEMPORARY FACILITIES	1	LS	\$ 27,500	\$ 27,500.00	
01-3600	EQUIPMENT RENTAL	1	LS	\$ 10,000	\$ 10,000.00	
01-4100	DUMPSTERS	1	LS	\$ 6,000	\$ 6,000.00	
01-4200	TESTING - CONCRETE		LS		\$ -	
01-4300	TESTING - ENVIRONMENTAL		LS		\$ -	
01-5000	ENGINEERING & STAKING	1	LS		\$ -	
01-6000	CLEANING	1	LS	\$ 7,500	\$ 7,500.00	
TOTAL GENERAL CONDITIONS COST:				\$	112,000.00	

Sect	Description	QTS	Unit	Unit Cost	TOTAL	Notes
02-1100	OFFSITE SITE PREPRATION / EARTHWORK		LS		\$ -	
02-1201	OFFSITE ROADWAYS - ASPHALT		SY		\$ -	
02-1202	OFFSITE ROADWAYS - CURBS		LF		\$ -	
02-1203	OFFSITE ROADWAYS - CONCRETE		SF		\$ -	
02-1300	OFFSITE PEDESTRAIN PAVING / WALKS		SF		\$ -	
02-1400	OFFSITE FENCES & GATES		LF		\$ -	
02-1500	OFFSITE RETAINING WALLS		LF		\$ -	
02-1600	OFFSITE SIGNAGE		LS		\$ -	
02-1700	OFFSITE LANDSCAPING & IRRIGATION		LS		\$ -	
02-1801	OFFSITE WATER LINES		LF		\$ -	
02-1802	OFFSITE FIRE HYDRANTS		EA		\$ -	
02-1803	OFFSITE SANITARY SEWER		LF		\$ -	
02-1804	OFFSITE STORM SEWER		LF		\$ -	
02-1805	OFFSITE POWER		LS		\$ -	
02-1806	OFFSITE FIBER OPTICS		LS		\$ -	
02-1807	OFFSITE TELEPHONE		LS		\$ -	
02-1808	OFFSITE GAS SUPPLY		LS		\$ -	
02-1809	OFFSITE BORING		LF		\$ -	
02-1810	OFFSITE DEWATERING		LS		\$ -	
TOTAL OFF-SITE COST:				\$	-	

Bid Schedule of Values

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	Bennett, CO 80102	120	< Number of Construction Days (Must be Filled In)

Sect	Description	Unit	Unit Cost	TOTAL	Notes
02-2101	ON-SITE EROSION CONTROL	LS		\$ -	
02-2102	ON-SITE DEMOLITION	1 LS	\$ 19,040.00	\$ 19,040.00	
02-2103	ON-SITE EARTHWORK	LS		\$ -	
02-2104	ON-SITE LIME STABILIZATION	SY		\$ -	
02-2201	ON-SITE ASPHALT PAVING	LS		\$ -	
02-2202	ON-SITE CONCRETE PAVING	SF		\$ -	
02-2203	ON-SITE CURBS	LS		\$ -	
02-2204	ON-SITE P/C CURB BUMPERS	EA		\$ -	
02-2205	ON-SITE STRIPING	LS		\$ -	
02-2206	ON SITE SAW CUTTING & JOINT SEALANT	LF		\$ -	
02-2300	ON-SITE SIDE WALKS & PATIOS	SF		\$ -	
02-2400	ON-SITE FENCES & GATES	LF		\$ -	
02-2501	ON-SITE ADA SIGNAGE	LS		\$ -	
02-2502	ON-SITE TRAFFIC CONTROL SIGNS	LS		\$ -	
02-2600	ON-SITE LANDSCAPING & IRRIGATION	LS		\$ -	
02-2701	ON-SITE WATER SUPPLY	LS		\$ -	
02-2702	ON-SITE BACKFLOW PREVENTER / RPZ	EA		\$ -	
02-2703	ON-SITE FIRE LINES	LS		\$ -	
02-2704	ON-SITE FIRE HYDRANTS	EA		\$ -	
02-2705	ON-SITE SANITARY SEWER	LS		\$ -	
02-2706	ON-SITE GREASE INTERCEPTOR	EA		\$ -	
02-2707	ON-SITE STORM SEWER & STRUCTURES	LS		\$ -	
02-2708	ON-SITE POWER & TRANSFORMER	LS		\$ -	
02-2709	ON-SITE TRANSFORMER PAD	LS		\$ -	
02-2710	ON-SITE FIBER OPTICS	LS		\$ -	
02-2711	ON-SITE TELEPHONE	LF		\$ -	
02-2712	ON-SITE GAS LINE	LF		\$ -	
02-2713	ON-SITE CONDUITS/SLEEVES	LF		\$ -	
02-2800	ON-SITE LIGHTING	EA		\$ -	
02-2900	ON-SITE COMMUNICATIONS & SECURITY	LS		\$ -	
02-3100	ON-SITE CONCRETE RETAINING WALLS	SF		\$ -	
02-3200	ON-SITE MASONRY RETAINING WALLS	SF		\$ -	
02-4000	DUMPSTER PAD-APPROACH-WALLS & GATES	LS		\$ -	
02-4400	ON-SITE BOLLARDS	LS		\$ -	
TOTAL ON-SITE COST:				\$ 19,040.00	

Sect	Description	Qts	Unit	Unit Cost	TOTAL	Notes
03-1000	CONCRETE FOUNDATIONS		LS		\$ -	
03-1100	FOOTING & STEM WALLS		LF		\$ -	
03-1200	PIER & GRADE BEAMS		LF		\$ -	

Bid Schedule of Values

Project:	Bennet Community Safety Remodel	General Contractor:	KTK GC LTD
Address:	365 Palmer Ave	Prepared/Submitted by:	Kyle Buss
	Bennett, CO 80102	120	< Number of Construction Days (Must be Filled In)

03-1300	OTHER FOUNDATION (Monolithic Slab & Beams)		SF		\$ -	
03-2100	STANDARD SLAB ON GRADE	1	LS	\$ 12,500.00	\$ 12,500.00	
03-2200	STRUCTURAL S.O.G. POST TENSION/CTN FM		SF		\$ -	
03-2300	TERMITE PROTECTION		SF		\$ -	
03-3000	CONCRETE WALLS		SF		\$ -	
03-4000	STRUCTURAL CONCRETE		CY		\$ -	
03-5100	LIGHT POLE BASES		EA		\$ -	
03-5200	SPLASH BLOCKS		EA		\$ -	
04-1000	CONCRETE BLOCK MASONRY		SF		\$ -	
04-2000	BRICK VENEER		SF		\$ -	
04-3000	ROCK VENEER		SF		\$ -	
04-4000	CAST STONE		SF		\$ -	
04-5000	EIFS		SF		\$ -	
05-1000	STRUCTURAL STEEL FRAMING	1	LS	\$ 13,500.00	\$ 13,500.00	
05-2000	STEEL JOIST FRAMING		SF		\$ -	
05-3000	STEEL DECK		SF		\$ -	
05-4000	STRUCTURAL STEEL STUD FRAMING		LF		\$ -	
05-5100	RAILINGS		LF		\$ -	
05-5200	HAND RAILS		LF		\$ -	
05-5300	LADDERS		EA		\$ -	
05-5400	GATES		EA		\$ -	
05-5500	BOLLARDS		EA		\$ -	
05-5600	STAIRS		EA		\$ -	
05-5700	OTHER (Specify)	1	LS	\$ 15,000.00	\$ 15,000.00	
05-6000	STEEL AWNINGS OR AWNING FRAMES	1	LS	\$ 34,823.00	\$ 34,823.00	
05-6100	STEEL CASTINGS		EA		\$ -	
06-1000	GENERAL CARPENTRY	1	LS	\$ 35,000.00	\$ 35,000.00	
06-1100	HURRICANE REINFORCING		LS		\$ -	
06-2000	WOOD SHEATHING		SF		\$ -	
06-3000	WOOD DECKING		SF		\$ -	
06-4000	FABRICATED STRUCTURAL WOOD		LS		\$ -	
06-5000	WOOD JOISTS		SF		\$ -	
06-6000	GLUE LAM BEAMS		LF		\$ -	
06-7000	MILLWORK	1	LS	\$ 15,097.00	\$ 15,097.00	
06-8000	FRP & PLASTIC ASSEMBLIES	1	SF	\$ 3,143.00	\$ 3,143.00	
07-1000	DAMPROOFING		SF		\$ -	
07-2000	WATERPROOFING		SF		\$ -	
07-3100	SINGLE PLY ROOFING		SF		\$ -	
07-3200	BUILT-UP ROOFING		SF		\$ -	
07-3300	FLUID APPLIED ROOFING		SF		\$ -	
07-3400	SHEET METAL ROOFING		SF		\$ -	
07-3500	DOWNSPOUTS, SCUPPER & LEADER HEADS		LS		\$ -	

Bid Schedule of Values

Project:	Bennet Community Safety Remodel	General Contractor:	KTK GC LTD
Address:	365 Palmer Ave	Prepared/Submitted by:	Kyle Buss
	Bennett, CO 80102	120	< Number of Construction Days (Must be Filled In)

07-4100	ROOF HATCH		EA		\$	-	
07-4300	ROOF WALKWAY PADS		LS		\$	-	
07-4400	SKYLIGHTS		EA		\$	-	
07-5000	ROOF INSULATION		SF		\$	-	
07-6100	WALL INSULATION	1	LS	\$ 4,000.00	\$	4,000.00	
07-6200	CEILING INSULATION		SF		\$	-	
07-7000	CAULKING	1	LS	\$ 4,000.00	\$	4,000.00	
08-1000	METAL DOORS & FRAMES		EA		\$	-	
08-1400	WOOD DOORS & FRAMES	1	LS	\$ 37,385.00	\$	37,385.00	
08-2000	HARDWARE		LS		\$	-	
08-3100	ACCESS DOORS & PANELS		EA		\$	-	
08-3200	OVERHEAD DOPR	1	LS	\$ 9,500.00	\$	9,500.00	
08-3400	SPECIAL FUNCTION DOORS		EA		\$	-	
08-4100	STOREFRONT FRAMING		SF		\$	-	
08-4200	STOREFRONT HURRICANE COMPLIANT		SF		\$	-	
08-4300	STOREFRONT DOORS & HDW.		EA		\$	-	
08-4400	GLASS & GLAZING	1	LS	\$ 46,390.00	\$	46,390.00	
08-5100	DRIVE-THRU WINDOW		EA		\$	-	
08-6000	LOUVERS & VENTS		EA		\$	-	
09-1000	DRYWALL & METAL STUDS	1	LS	\$ 72,880.00	\$	72,880.00	
09-2000	ACOUSTICAL CEILINGS & GRID	1	LS	\$ 15,000.00	\$	15,000.00	
09-3000	PAINTING	1	LS	\$ 20,000.00	\$	20,000.00	
09-4100	RESILIENT FLOORING	1	LS	\$ 28,431.00	\$	28,431.00	
09-4200	CARPET		SY		\$	-	
09-4300	RESILIENT / RUBBER BASE		SF		\$	-	
09-4400	FLUID APPLIED FLOORING		SF		\$	-	
09-4500	OTHER FLOORING (Specify)		SF		\$	-	
09-5000	CERAMIC TILE (WALLS & FLOORS)		CSF		\$	-	
09-6000	WALL COVERINGS		CFS		\$	-	
10-1000	CANVAS AWNINGS & FRAMES		EA		\$	-	
10-1100	TOILET COMPARTMENTS		EA		\$	-	
10-1200	TOILET & BATH ACCESSORIES	1	LS	\$ 3,536.00	\$	3,536.00	
10-1300	INTERIOR SIGNAGE		LS		\$	-	
10-1400	SPECIALTIES OTHER (Specify) Knox Box, Etc.	1	LS	\$ 1,654.00	\$	1,654.00	
11-1000	VAULT EQUIPMENT		LS		\$	-	
11-1200	FOOD SERVICE EQUIPMENT		LS		\$	-	
11-1300	CAR WASH EQUIPMENT		LS		\$	-	
11-1400	OTHER EQUIPMENT (Specify)	1	LS	\$ 5,359.00	\$	5,359.00	Lockers
12-1000	WINDOW BLINDS	1	LS	\$ 7,000.00	\$	7,000.00	
12-1100	SPECIALTY CASEWORK		LS		\$	-	
13-1000	PREFABRICATED/PRE-ENGINEERED STRUCTURES		LS		\$	-	
14-1000	CONVEYING EQUIPMENT		LS		\$	-	

Bid Schedule of Values					
Project:	Bennet Community Safety Remodel	General Contractor:		KTK GC LTD	
Address:	365 Palmer Ave	Prepared/Submitted by:		Kyle Buss	
	Bennett, CO 80102	120		< Number of Construction Days (Must be Filled In)	
15-1000	PLUMBING	1	LS	\$ 75,000.00	\$ 75,000.00
15-2000	FIRE SUPPRESSION		LS		\$ -
15-3000	HEATING-VENTALTING & AIR CONDITIONING	1	LS	\$ 117,000.00	\$ 117,000.00
16-1000	ELECTRICAL	1	LS	\$ 121,050.00	\$ 121,050.00
16-2000	SOUND SYSTEMS		LS		\$ -
16-3000	LOW VOLTAGE EQUIPMENT		LS		\$ -
16-4000	LIGHTING PACKAGE		LS		\$ -
16-5000	FIRE ALARM SYSTEMS		LS		\$ -
16-6000	CONDUITS/SLEEVES		LF		\$ -
TOTAL BUILDING COST:				\$	697,248.00

Bid Schedule of Values			
Project:	Bennet Community Safety Remodel	General Contractor:	KTK GC LTD
Address:	365 Palmer Ave	Prepared/Submitted by:	Kyle Buss
	Bennett, CO 80102	120	< Number of Construction Days (Must be Filled In)

BID SCHEDULE OF VALUES - GRAND TOTAL COST			
TOTAL GENERAL CONDITIONS COST		\$	112,000.00
TOTAL OFF-SITE COST		\$	-
TOTAL ON-SITE COST		\$	19,040.00
TOTAL BUILDING COST		\$	697,248.00
GC PROFIT & OVERHEAD		\$	82,828.00
CONTINGENCY			
GRAND TOTAL COST:		\$	911,116.00

ABBREVIATION KEY:			
Wks	WEEKS	EA	EACH
LS	LUMP SUM	CY	CUBIC YARD
SF	SQUARE FEET	LF	LINIER FEET
CSF	CONTACT SQUARE FEET		

Qualifications and Exclusions need to be listed on additional letterhead and submitted with proposal. Be sure to execute and return Invitation to Bid letter.



KTK General Contracting Ltd. Qualifications

Bennett Community Safety Remodel

Qualifications:

- This document shall form part of the bid and contract documents for KTK General Contracting Ltd. proposal and pricing to remain valid.
- **Due to current market volatility, we cannot hold material prices. Final pricing may change after the contract is awarded. We cannot guarantee material prices until the materials have been delivered to the site. Any material price escalations will be billed back to the owner at the additional cost.**
- Includes alternate VE light package.
- Includes alternate VE door package.
- Include VE reduced exterior canopy on SE side of building.
- Excludes cabinets in conference room.
- Includes laminate counter tops in break room and copy center.
-

Alternates:

1. Deduct for Marlite in restrooms in lieu of tile: \$3,200.00

Excludes:

- Permits
- Materials testing
- Use tax and value added tax.
- Design or engineering fees
- Liquidated damages, penalty or bonus clause
- Schedule delays due to winter conditions, material shortages, owner supplied equipment or owner direct hire subcontractor issues.
- Weather delays, winter protection, concrete blankets, building tenting, temporary heat.
- Utility fees, meter fees, permit fees, tap fees, right of way permits, connection costs or impact fees.
- All work listed as by others.
- Fire alarm and fire sprinkler systems
- Telephone service to the building.

- Electrical utility service fees and relocation of transformer.
- Gas service to the building
- All imaging and signage.
- Removal of contaminated materials, hazardous material mitigation or contaminated soil haul off.
- Low voltage installation
- Supply or installation of security system and wiring
- Radio Amplification system, BDA system.
- Termite Treatment
- Double wall duct.
- Health Department requirements that are not shown on the plans.
- Changes by the city or others.
- Colored or stamped concrete.
- Prevailing Wage
- Storm sewer installation
- Grease trap installation
- Water line installation
- Gas service to building.
- Hazardous vapor mitigation barrier or exhaust system
- Seismic bracing
- DDC/BAS controls.
- EMS controls.
- Supply or installation of point-of-sale system.
- After hours work.
- Drilled concrete piers, micro-piles.
- Fire suppression for hoods, Ansul systems
- Refrigeration equipment, cooler boxes, and condensers.
- Construction Cameras
- Sprinkler heads above ceiling grid or drywall ceilings.
- Pumping of grease interceptors.
- Concrete repair, concrete grinding, preparation beneath existing floor finishes.
- Snow melt system
- Breakers in existing panels.



Daymon Johnson <djohnson@bennett.co.us>

Safety Building Bids

La May - DOLA, Chris <chris.la.may@state.co.us>
To: "Trish Stiles, Town Administrator" <tstiles@bennett.co.us>
Cc: Daymon Johnson <djohnson@bennett.co.us>, Rachel Summers <rsummers@bennett.co.us>

Mon, Oct 30, 2023 at 2:01 PM

Trish,

As you're probably aware, we do have a supplemental request process; however, a couple of things to consider. Taking the lowest bid from KTK of \$1,015,776 and original budget of \$600,000. That would indicate that your shortfall is \$415,776. First, without taking it back to the EIAF Advisory Committee, DOLA EIAF can only supplement up to 50% of the original grant or \$150,000.

The field team reviews and makes recommendations to the executive director for the supplemental.

The challenge is going to be, at least according to your 2022 Audit, that the General Fund unassigned fund balance of ~\$4M represents 93% of the General Fund expenditures, which would suggest Bennett could afford the overage.

Happy to discuss further.

Chris

Here are the applicable EIAF Guidelines:

6. Supplemental Grants

Supplemental grant requests seek to add funds to an existing contract. Supplemental funding is not intended to change the original scope of the contract or the number of activities undertaken. Across all EIAF contracts, no more than one-half of the original award amount may be requested for a supplemental award. Any supplemental funding will only be made on a dollar for dollar or 1:1 match basis except in cases of extreme financial hardship. Exceptions to the 50% limit request are identified in specific Initiatives where applicable.

Requests for supplemental funding must include a letter from the Chief Elected Official requesting the funding, which must be sent to the respective DOLA Regional Manager with the following information:

- detail the applicant's financial conditions, and
- be in reaction to and address one or more of the following situations:
 - unforeseen, unanticipated, extraordinary circumstances;
 - funding need is exacerbated by regionalized contractor/supplier access barriers;
 - will mitigate an emergency or hardship;
 - need is time-sensitive;
 - applicant has no other funds available to complete project; and
 - applicant has exhausted all other remedies to complete project.

[Quoted text hidden]

--
Chris La May
Regional Manager - North Central Region



Division of Local Government
Department of Local Affairs
chris.la.may@state.co.us | C 970.679.7679
dlg.colorado.gov.

Suggested Motion

I move to authorize the Mayor and the Town Bennett to enter into a standard Town contract agreement with KTK General Contracting, LTD in an amount not to exceed \$911,116.00 with an effective date of January 1, 2024, for the construction and improvements of the Bennett Public Safety Building Remodel project.

EXECUTIVE SESSION SCRIPT

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

I MOVE TO GO INTO EXECUTIVE SESSION:

For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e); Intergovernmental Agreement between Adams County, Colorado and the Town of Bennett for Law Enforcement Services 2024

BEGIN THE EXECUTIVE SESSION:

It's January 9, 2024, and the time is _____. For the record, I am the presiding officer, Mayor Royce D. Pindell. As required by the Open Meetings Law, this executive session is being electronically recorded.

Also present at this executive session are the following persons:

As a reminder, everyone participating in the executive session has a duty to maintain the confidentiality and privacy of this executive session.

ANNOUNCEMENT NO. 1

This is an executive session for the following purpose:

For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e); Intergovernmental Agreement between Adams County, Colorado and the Town of Bennett for Law Enforcement Services 2024

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

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

ANNOUNCEMENT NO. 2

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

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

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

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

(turn off tape and return to open meeting)

ANNOUNCEMENT NO. 3

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

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

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

Seeing none, the next agenda item is...

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

I MOVE TO GO INTO EXECUTIVE SESSION:

(1) for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; and (2) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); Town Manager Performance Review and Contract

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