



# Town Board of Trustees

Tuesday, June 11, 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

Whitney Oakley, Mayor

### a. Roll Call

## 3. Pledge of Allegiance

Whitney Oakley, Mayor

## 4. Approval of Agenda

Whitney Oakley, Mayor

## 5. Consent Agenda

Whitney Oakley, Mayor

### a. May 14, 2024 - Regular Meeting Minutes

#### Attachments:

- **May 14, 2024 - Regular Meeting Minutes** (05-14-2024\_-\_Regular\_Meeting\_Minutes.pdf)

### b. Town of Bennett Proclamations Policy

#### Attachments:

- **Town of Bennett Proclamations Policy** (0\_-\_Town\_of\_Bennett\_Proclamations\_Policy\_Draft.pdf)
- **Proclamation Example** (1\_-\_Proclamation\_Example.pdf)

## Public Comments on Items Not Scheduled for Public Hearing

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

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

## Regular Business

### 6. Public Hearing

#### a. 2023 Town of Bennett Budget Amendment

Resolution No. 1015-24 - A Resolution Appropriating Sums of Money in Addition to Those Appropriated in Resolution No. 948-22 for the 2023 Fiscal Year for the Town of Bennett Road & Bridge Fund, Conservation Trust Fund, Adams County Open Space Fund, CIP Fund, Water Capital Fund, Wastewater Capital Fund and Storm Drainage Impact Fee Fund

Danette Ruvalcaba, Director of Finance

#### Attachments:

- **Public Hearing Script** (0\_-\_2023\_Budget\_Public\_Hearing\_Script.pdf)
- **Staff Report 2023 Town of Bennett Budget Amendment** (1\_-\_Staff\_Report\_Budget\_Amendments-\_6.11.2024\_Final.pdf)
- **Resolution No. 948-22 - 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 2023 Budget Year** (No. 948-22 - A ppropriating\_Sums\_of\_Money\_to\_the\_Various\_Funds\_and\_Spending\_AGencies\_\_in\_t he\_Amounts\_and\_for\_the\_Purposes\_SEt\_Forth\_Below\_\_for\_the\_2023\_Budget\_Year.p df)
- **Resolution No. 1015-24 - A Resolution Appropriating Sums of Money in Addition to Those Appropriated in Resolution No. 948-22 for the 2023 Fiscal Year for the To wn of Bennett Road & Bridge Fund, Conservation Trust Fund, Adams County Ope n Space Fund, CIP Fund, Water Capital Fund, Wastewater Capital Fund and Storm Drainage Impact Fee Fund** (3\_-\_Budget\_Amendement\_Resolutio.pdf)
- **Suggested Motion** (suggested\_motion.pdf)

### 7. Action/Discussion Items

#### a. RFP 24-005 Palmer Avenue Patch Repair - Contract Approval

Robin Price, Public Works Director

#### Attachments:

- **Staff Report RFP 24-005 Palmer Avenue Patch Repair - Contract Approval** (0\_-\_To

wn\_of\_Bennett\_Staff\_Report\_RFP\_24-005\_Palmer\_Ave\_Patch\_Repair\_Final.pdf)

- **RFP 24-005** (1.\_\_RFP\_24-005\_-\_Copy.pdf)
- **RFP 24-005 Addendum 1 - RFI Responses** (2.\_\_RFP\_24-005\_Addendum\_1\_RFI\_Responses.pdf)
- **Kuhn Construction Inc. Proposal** (3a.\_\_Kuhn\_Construction\_Inc..pdf)
- **ABC Asphalt Inc. Proposal** (3b.\_\_ABC\_Aspphalt\_Inc..pdf)
- **Martin Marietta Materials, Inc. Proposal** (3c.\_\_Martin\_Marietta\_Materials\_Inc..pdf)
- **Metro Pavers Inc. Proposal** (3d.\_\_Metro\_Pavers\_Inc..pdf)
- **Rocky Mountain Pavement Proposal** (3e.\_\_Rocky\_Mountain\_Pavement.pdf)
- **Suggested Motion** (suggested\_motion.pdf)

## 8. Town Manager Report

Trish Stiles, Town Manager

## 9. Trustee Comments and Committee Reports

Mayor and Trustees

## 10. Adjournment

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

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Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on 06/07/2024 at 8:25 AM



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## Town Board of Trustees

### Minutes

Tuesday, May 14, 2024 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

Whitney Oakley, Mayor

##### a. Roll Call

###### Minutes:

###### Present:

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

###### Staff Present:

Trish Stiles, Town Manager  
Rachel Summers, Deputy Town Manager  
Taeler Houlberg, Administrative Services Director  
Alison Belcher, Communications and IT Director  
Adam Meis, IT and Communications Manager  
Tiffany Chaput, Communications Coordinator  
Greg Thompson, Community and Economic Development Director  
Keith Buono, Lead Community Services Officer  
Sonya Zimmerman, Community Services Officer  
Scott Krob, Town Attorney  
Christina Hart, Town Clerk

###### Public Present:

Kathy Smiley

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Mark Belcher  
Mason Oakley  
Robert Osborn

### 3. Pledge of Allegiance

Whitney Oakley, Mayor

**Minutes:**

The Pledge of Allegiance was led by Whitney Oakley, Mayor.

### 4. Approval of Agenda

Whitney Oakley, Mayor

**Minutes:**

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

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

Nays: None

Whitney Oakley, Mayor, declared the motion carried by unanimous vote.

### 5. Consent Agenda

Whitney Oakley, Mayor

**Minutes:**

**TRUSTEE PINDELL MOVED, TRUSTEE SMITH SECONDED** to approve the consent agenda as presented. The voting was as follows:

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

Nays: None

Whitney Oakley, Mayor, declared the motion carried by unanimous vote. **1. Action:** Approval of April 23, 2024, Regular Meeting Minutes **2. Action:** Building Safety Month Proclamation

**PUBLIC COMMENTS NOT ON THE AGENDA**

No public comments were made.

- a. April 23, 2024 - Regular Meeting Minutes
- b. Building Safety Month Proclamation

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

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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. CORE Electric Cooperative - Bennett Data Center Presentation

**Minutes:**

Robert J. Osborn, Esq., Director of Business Development, presented the opportunities and benefits of a CORE Electric Cooperative Data Center. The Data Centers provide high paying jobs.

No action was taken.

#### b. Mayor's Mention

Exemplary Work by Town Staff

**Minutes:**

Whitney Oakley, Mayor, honored Community Service Officers Keith Buono and Sonya Zimmerman, Communications Director Alison Belcher, Communications Coordinator Tiffany Chaput, Deputy Town Manager Rachel Summers and Town Manager Trish Stiles for their outstanding work. Each of them exceeded their designated duties throughout the transition period in order to guarantee that the community was well-informed and safe.

#### c. Mount View Cemetery Annexation

Ordinance No. 781-24 - An Ordinance Approving an Annexation Known as the Mount View Cemetery Annexation to the Town of Bennett, Colorado

**Minutes:**

Greg Thompson, Community Development Director, presented an ordinance recommending the annexation of Mount View Cemetery to the Board. The property is eligible for annexation and was zoned P-Public Zone District during a recent board meeting.

There was discussion amongst the board.

**TRUSTEE PINDELL MOVED, TRUSTEE SUS SECONDED** to approve Ordinance No.

781-24 - An ordinance approving an annexation known as the Mount View Cemetery Annexation to the Town of Bennett, Colorado. The voting was as follows:

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

Nays: None

Whitney Oakley, Mayor, declared the motion carried by unanimous vote.

### 7. Town Manager Report

**Minutes:**

- Ms. Stiles gave a huge shout out to Greg Thompson and Scott Krob for piecing together the Mount View Cemetery Annexation.
- The Colorado Ballet performed at the Bennett Recreation District. The Arts Council looks forward to more of these events.
- Bennett Business Appreciation Awards 2024 - Blue Sky Party Rental and O'Reilly's Auto Parts.
- The Arapahoe County Sheriff's open house was well attended. Ms. Stiles thanked the community, Sheriff Brown and his amazing staff for showing up and coming out.

- The Denver Museum of Nature and Science recently visited Bennett. They are expanding their community outreach and will be attending one of Bennett's summer events with their Curiosity Cruiser.
- Attended the DRCOG quarterly managers forum.
- Met with the Arapahoe County Open Space Director.
- Attended the Adams County City Manager lunch at Broomfield.
- The City of Arvada is hosting the ADCOG dinner.
- May 17th - Arapahoe County Manager and Mayors breakfast.
- May 17th - Fishing Day at the BRPOS Pond, starting at 8:00 a.m.
- May 20th - May 23rd - Ms. Stiles and Ms. Summers will be attending the International Council of Shopping Centers (ICSC). Working on economic development prospects.
- May 23rd - Simon Open House at 11:00 a.m.
- June 6th at 8:00 a.m. - Arapahoe County State of the County. The Town is sponsoring two tables.
- June 8th - Town Clean Up Day

## 8. Trustee Comments and Committee Reports

Mayor and Trustees

### **Minutes:**

#### **Denice Smith, Trustee, reported on the following:**

- Has received some feedback that the community is noticing the visibility of the Arapahoe County Sheriff's deputies.

#### **Larry Vittum, Trustee, reported on the following:**

- The law enforcement transition has gone smoothly. The community is talking about it.

#### **Royce D. Pindell, Trustee, reported on the following:**

- The SRO (Student Resource Officer) is no longer at the Bennett School despite the agreement between the Bennett School and Adams County Sheriff's Office. He encourages the Adams County residents who have children in the district and pay taxes to the county to speak with their commissioners and sheriff about that decision to remove the SRO.

#### **Whitney Oakley, Mayor, reported on the following:**

- Enjoyed meeting with everyone during the Business Appreciation and Adams County Open House events.
- Has requested the Ms. Stiles and the Town Attorney to research a possible policy regarding proclamation requests.

Whitney Oakley, Mayor called for a recess at 8:06 p.m.

The meeting resumed at 8:16 p.m.

## 9. Executive Session

- Pursuant to Sections 24-6-402(4)(b), C.R.S., to confer with the Town attorney for the purpose of receiving legal advice on specific legal questions related to the law**

**enforcement services provided to the Town by the Adams County Sheriff's Office; and also pursuant to Section 24-6-402(4)(e), C.R.S. to determine the Town's position and instruct negotiators in connection with such matters.**

**Minutes:**

**MAYOR PRO TEM BARDEN MOVED, TRUSTEE SMITH SECONDED** to go into executive session Pursuant to Sections 24-6-402(4)(b), C.R.S., to confer with the Town attorney for the purpose of receiving legal advice on specific legal questions related to the law enforcement services provided to the Town by the Adams County Sheriff's Office; and also pursuant to Section 24-6-402(4)(e), C.R.S. to determine the Town's position and instruct negotiators in connection with such matters. Voting was as follows:

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

Nays: None

Whitney Oakley, Mayor, declared the motion carried by unanimous vote.

The Board went into executive session at 8:18p.m.

**b. Return to Open Meeting**

**Minutes:**

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

Royce D. Pindell, Mayor, announced that the Board has been in executive session and the following persons participated: Steve Dambroski, Denice Smith, Royce Pindell, Christina Hart, Rachel Summers, Trish Stiles, Scott Krob, Larry Vittum, Donna Sus, Kevin Barden and Whitney Oakley. Whitney Oakley, Mayor, asked if there were any matters not included in the motion for an executive session or violations of the Open Meetings Law, and if so, that these concerns be stated for the record.

There were no concerns presented.

**c. Report from Executive Session**

**Minutes:**

The executive session was within the scope of the statute. Town Attorney Scott Krob was present throughout the executive session, which is protected by the attorney/client privilege.

**10. Adjournment**

**Minutes:**

**TRUSTEE DAMBROSKI MOVED, TRUSTEE SMITH SECONDED** to adjourn the meeting. The meeting was adjourned at 8:56 p.m. Voting was as follows:

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

Nays: None

Whitney Oakley, Mayor, declared the motion carried by unanimous vote.

**Minutes Approved:**



Whitney Oakley, Mayor

Christina Hart, CMC / Town Clerk

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Contact: Christina Hart ([chart@bennett.co.us](mailto:chart@bennett.co.us) 1303-644-3249 X1001) | Minutes published on 05/15/2024 at 3:44 PM

# Proclamations Policy



welcome neighbors.

Proclamations are historical documents that declare a day, week, or month in honor of a cause, individual, or occasion of significance to the Town of Bennett or to its residents. All proclamation requests should be made by a resident of the Town of Bennett or an organization primarily serving the Town of Bennett community.

## Reasons to request a proclamation may include:

- Promotion of public awareness of an issue relevant to the Town of Bennett community.
- A significant date/anniversary/historic commemoration relating to the Town of Bennett.
- Support for a nationally recognized event or activity relevant to the Town.
- Bringing awareness to or recognizing a cause/non-profit organization that assists in the overall community's health and well-being (examples: Breast Cancer Awareness Month, Small Business Saturday, Domestic Violence Awareness Month, etc.).
- Recognizing an individual or group who has demonstrated an exemplary positive impact on the Town.
- Support for an art or cultural celebration within the Town.
- Support for a charitable fundraising campaign for major efforts only within the Town if the majority of the Board members present at a meeting of the Board so directs.

## Proclamations will NOT be issued for:

- Matters of political, ideological or religious controversy or individual conviction.
- Pending ballot or legislative issues.
- Advertisement, endorsement or commercial promotion.
- Publicity for fund-raising efforts and community events.
- Multiple proclamations for similar subject matter.
- Multiple proclamations from the same organization.
- An event, organization, or individual with no direct relationship to the Town.
- Any other issue or subject that is contrary to Town policies or Bennett's mission, vision and values.

## How to request a proclamation:

Proclamation requests should be submitted as far in advance as possible; and no **fewer** than 30 days in advance of when the proclamation is desired.

Through the online form, requestors must include:

- Desired day, week, or month for the proclamation
- Name and contact information of the person/organization making the request
- Purpose of the proclamation
- Proposed proclamation text (see example)

- Selection for how to receive the proclamation: Pick up at Town Hall, emailed or mailed printed copy

Proclamation requests are NOT guaranteed and are at the discretion of the Town of Bennett. Proclamations recognizing an annual event or cause will not carry over year-to-year and must be resubmitted for annual consideration. The requestor of the proclamation is strongly encouraged to attend the specific Board meeting where the proclamation would be read. Proclamations will NOT be issued for events/organizations with no direct relationship or service to the Town; or incomplete submission forms. All submitted text is subject to edits by Town staff or Town Attorney.

# PROCLAMATION

**WHEREAS**, (WHO – What individual, organization, or event is being honored; and for what?)  
and;

**WHEREAS**, (WHAT – What contributions have been made on behalf of which specific community or benefit group?); and

**WHEREAS**, (WHY – Why is this effort/achievement significant to the residents of Bennett?); and

**WHEREAS**, (HOW/WHEN/WHERE – When or how is the recognition being extended? On what occasion? For example; breast cancer awareness week, or on an anniversary of some event, etc.)

**NOW, THEREFORE, BE IT RESOLVED**, that we hereby recognized (person, organization or cause) for (reason for recognition).

**IN WITNESS WHEREOF**, I have hereunto set my hand and  
Caused the seal of the Town of Bennett, Colorado to be  
Affixed this (day/month/year)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

**Public Hearing Script  
Board of Trustees  
2023 Town of Bennett Budget Amendment**

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**MAYOR:** I will next call the matter of the 2023 Town of Bennett Budget Amendment to order. This is a public hearing on the 2023 Budget Amendment for the Road & Bridge Fund, Conservation Trust Fund, Adams County Open Space Fund, Capital Improvement Fund, Water Capital Fund, Wastewater Capital Fund and Storm Drainage Impact Fund.

**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:** If there is no further discussion by the Town Board, I will entertain a motion on the 2023 Town of Bennett Budget Amendment.

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Danette Ruvalcaba, Director of Finance  
DATE: June 11, 2024  
SUBJECT: 2023 Town of Bennett Budget Amendment

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## Background

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On December 13, 2022, the Bennett Board of Trustees approved Resolution 948-22 appropriating sums of money to various funds of the Town of Bennett for the 2023 budget year. Due to carryforward projects and other projects approved by the Board throughout the year, the following amendments are recommended.

1. Road & Bridge \$152,935
  - a. Shouldering on Kiowa Bennett Road
2. Conservation Trust Fund \$14,097
  - a. Grant Match for the Community Center Kitchen and Flooring Improvements
3. Adams County Open Space \$20,078
  - a. Match for Bleacher Grant
4. Capital Improvement (CIP) Fund \$289,265
  - a. Final Payment to Lefever for the North Municipal Complex construction
5. Water Capital \$816,868
  - a. Impact fee transfer for Well 14 project, carried forward from 2022
6. Wastewater Capital \$1,099,568
  - a. Transfer for Custer Bypass Project, carried forward from 2022
  - b. Transfer for Water Resource Reclamation and Recovery Facility Expansion Design, carried forward from 2022
7. Storm Drainage Capital Improvements \$24,877
  - a. Developer Storm Water Impact Fee Reimbursement per Subdivision Agreement

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## Staff Recommendation

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Staff recommends the approval of Resolution No.1015-24, a resolution appropriating additional sums of money for the 2023 fiscal year in the Town of Bennett Road & Bridge Fund, Conservation Trust Fund, Adams County Open Space Fund, CIP Fund, Water Capital Fund, Wastewater Capital Fund and Storm Drainage Impact Fee Fund.

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## Attachments

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1. Resolution No. 948-22
2. Resolution No. 1015-24

**RESOLUTION NO. 948-22**

**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 2023 BUDGET YEAR**

**WHEREAS**, the Board of Trustees has adopted the 2023 Annual Budget in accordance with the Local Government Budget Law, on December 13, 2022; and

**WHEREAS**, the Board of Trustees has made provisions therein for in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

**WHEREAS**, it is not only required by law, but also necessary to appropriate the revenues as provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the Town.

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

**Section 1.** That the following sums are hereby appropriated from the revenue of each fund, to each fund, for purposes stated, for the fiscal year beginning January 1, 2023:

**GENERAL FUND**

Current Operating Expenses	\$ 6,413,902
Contingency	502,368
Debt Service	-0-
<b>TOTAL GENERAL FUND</b>	<b>\$ 6,916,270</b>

**WATER FUND**

Current Operating Expenses	\$ 2,863,935
Contingency	138,450
Debt Service	521,550
<b>TOTAL WATER FUND</b>	<b>\$ 3,523,935</b>

**WASTE WATER FUND**

Current Operating Expenses	\$ 2,578,540
Contingency	-0-
Debt Service	259,175
<b>TOTAL WASTE WATER FUND</b>	<b>\$ 2,837,715</b>

<b><u>ROAD AND BRIDGE FUND</u></b>	
Current Operating Expenses	\$ 273,330
Contingency	65,885
Debt Service	-0-
<b>TOTAL ROAD AND BRIDGE FUND</b>	<b>\$ 339,215</b>
<b><u>SALES TAX CAPITAL IMPROVEMENT FUND</u></b>	
Current Operating Expenses	\$ 309,375
Contingency	1,348,587
Debt Service	360,300
<b>TOTAL RESTRICTED STREET</b>	<b>\$ 2,018,262</b>
<b><u>CONSERVATION TRUST FUND</u></b>	
Current Operating Expenses	\$ -0-
Contingency	17,440
Debt Service	-0-
<b>TOTAL CONSERVATION TRUST FUND</b>	<b>\$ 17,440</b>
<b><u>ADAMS COUNTY OPEN SPACE FUND</u></b>	
Current Operating Expenses	\$ 54,565
Contingency	-0-
Debt Service	-0-
<b>TOTAL ADAMS COUNTY OPEN SPACE FUND</b>	<b>\$ 54,565</b>
<b><u>ARAPAHOE COUNTY OPEN SPACE FUND</u></b>	
Current Operating Expenses	\$ 35,775
Contingency	-0-
Debt Service	-0-
<b>TOTAL ARAPAHOE COUNTY OPEN SPACE FUND</b>	<b>\$ 35,775</b>
<b><u>RESERVE FUND</u></b>	
Current Operating Expenses	\$ -0-
Contingency	-0-
Debt Service	-0-
<b>TOTAL RESERVE FUND</b>	<b>\$ -0-</b>
<b><u>GRANTS</u></b>	
Current Operating Expenses	\$ 2,610,000
Contingency	-0-
Debt Service	-0-
<b>TOTAL GRANT FUND</b>	<b>\$ 2,610,000</b>



<b><u>CAPITAL IMPROVEMENT FUND</u></b>		
Capital Outlay		\$ 200,000
Contingency		-0-
Debt Service		215,900
<b>TOTAL CAPITAL IMPROVEMENT FUND</b>		<b>\$ 415,900</b>
<b><u>WATER CAPITAL FUND</u></b>		
Capital Outlay		\$ 910,000
Contingency		-0-
Debt Service		-0-
<b>TOTAL WATER CAPITAL FUND</b>		<b>\$ 910,000</b>
<b><u>WASTEWATER CAPITAL FUND</u></b>		
Capital Outlay		\$ 63,755
Contingency		-0-
Debt Service		-0-
<b>TOTAL WASTE WATER CAPITAL FUND</b>		<b>\$ 63,755</b>
<b><u>STORM DRAINAGE IMPACT FEE FUND</u></b>		
Capital Outlay		\$ 112,500
Contingency		-0-
Debt Service		-0-
<b>TOTAL STORM DRAINAGE IMPACT FEE FUND</b>		<b>\$ 112,500</b>
<b><u>PUBLIC FACILITIES IMPACT FEE FUND</u></b>		
Capital Outlay		\$ 583,160
Contingency		-0-
Debt Service		-0-
<b>TOTAL PUBLIC FACILITIES IMPACT FEE FUND</b>		<b>\$ 583,160</b>
<b><u>TRANSPORTATION FACILITIES IMPACT FEE FUND</u></b>		
Capital Outlay		\$ -0-
Contingency		629,604
Debt Service		-0-
<b>TOTAL TRANSPORTATION FACILITIES IMPACT FEE FUND</b>		<b>\$ 629,604</b>
<b><u>DEBT SERVICE FUND</u></b>		
Current Operating Expenses		\$ -0-
Contingency		-0-
Debt Service		-0-
<b>TOTAL DEBT SERVICE FUND</b>		<b>\$ -0-</b>

**BENNETT ARTS & CULTURAL FUND**


Current Operating Expenses	\$ 235,500
Contingency	-0-
Debt Service	-0-
<b>TOTAL BENNETT DAYS FUND</b>	<b>\$ 235,500</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 21,303,596</b>

**Section 2.** Within the Reserve Fund, there is hereby established and funded an Emergency Reserve Fund as required and in accordance with paragraph 5 of Section 20 to Article X, Section 20 of the Colorado Constitution.

**Section 3.** Any and all year-end fund balances for fiscal year 2022 are hereby carried forward to their respective funds for fiscal year 2023.

**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 13TH DAY OF DECEMBER 2022.**

  
\_\_\_\_\_  
Royce D. Pindell  
Mayor, Town of Bennett

ATTEST:

  
Christina Hart  
Town Clerk



**RESOLUTION NO. 1015-24**

**A RESOLUTION APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN RESOLUTION NO. 948-22 FOR THE 2023 FISCAL YEAR FOR THE TOWN OF BENNETT ROAD & BRIDGE FUND, CONSERVATION TRUST FUND, ADAMS COUNTY OPEN SPACE FUND, CIP FUND, WATER CAPITAL FUND, WASTEWATER CAPITAL FUND AND STORM DRAINAGE IMPACT FEE FUND**

**WHEREAS**, pursuant to Sec. 4-2-30 of the Town of Bennett Code, the Board of Trustees adopted Resolution No. 948-22 that appropriated such sums of money as were deemed necessary to cover the items in its budget and to defray all projected expenses and liabilities of the Town during the fiscal year 2023; and

**WHEREAS**, the Town Treasurer and Town Manager have deemed it necessary to revise the 2023 budget to more clearly reflect the amounts budgeted; and

**WHEREAS**, the Town Treasurer has certified that funding sources and revenues are available for appropriation in the various funds; and

**WHEREAS**, the Town Manager has recommended that the various appropriations enumerated, and this Resolution be made.

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

**Section 1.** Appropriations in addition to those made in Resolution No. 948-22 shall be made for Fiscal Year 2023 as follows:

- a. For the fiscal year of 2023
  - i. From additional revenue and fund balance in the Road & Bridge Fund for the net amount of one hundred fifty-two thousand nine hundred thirty-five (\$152,935.00) for shoulder repairs at Kiowa Bennett Road.
  - ii. From additional revenue and fund balance in the Conservation Trust Fund for the net amount of fourteen thousand ninety-seven (\$14,097.00) for Community Center Improvement grant match.
  - iii. From additional revenue in the Adams County Open Space Fund for the net amount of twenty thousand seventy-eight (\$20,078) for the Open Space Bleacher Grant Match.
  - iv. From additional revenue in the CIP Fund for the net amount of two hundred eighty-nine thousand two hundred sixty-five (\$289,265) for the final payment on the North Municipal Complex Construction.
  - v. From additional revenue in the Water Capital Fund for the net amount of eight hundred sixteen thousand eight hundred sixty-eight (\$816,868) for the completion of the wells at 14.
  - vi. From additional revenue in the Wastewater Capital Fund for the net amount of one million ninety-nine thousand five hundred sixty-eight (\$1,099,568) for the construction of the Custer Bypass and the Expansion Design of the Water Resource Reclamation and Recovery Facility.

- vii. From additional revenue in the Storm Drainage Impact Fee Fund for the net amount of twenty-four thousand eight hundred seventy-seven (\$24,877) for developer credits related to subdivision improvement agreements.

**Section 2.** 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 11th DAY OF JUNE 2024.**

TOWN OF BENNETT, COLORADO

\_\_\_\_\_  
Whitney Oakley, Mayor

ATTEST:

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

### **Suggested Motion**

I move to approve Resolution No. 1015-24 – A resolution appropriating sums of money in addition to those appropriated in Resolution No. 948-22 for the 2023 Fiscal Year for the Town of Bennett Road & Bridge Fund, Conservation Trust Fund, Adams County Open Space Fund, CIP Fund, Water Capital Fund, Wastewater Capital Fund and Storm Drainage Impact Fee Fund.

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Robin Price, Public Works Director  
DATE: June 11, 2024  
SUBJECT: RFP 24-005 Palmer Avenue Patch Repair – Contract Approval

## Background

Palmer Avenue is an area of Town that receives a high volume of traffic and is identified through CAIMP and the 2024 Budget as a priority project in 2024. This roadway is the second highest heavy-truck route for Converse and Colfax Avenue access and is the primary connector to the community’s largest park. The stretch of Palmer Avenue that will be included in the scope of work runs directly west of Trupp Park.

## Summary of RFP Bids

The Town solicited bids from contractors for RFP 24-005 on May 21, 2024. Bids were due June 3, 2024. The RFP was posted on Bidnet as well as the Town website. The response was successful and resulted in five contractors. All contractors bid on the removal and replacement of 13,500 square feet of patch repair and included a unit price. A summary of the submitted proposals is below:

Contractor	Pricing
Kuhn Construction Inc.	\$134,865
Kuhn Construction Inc. add-alternate	\$122,850
ABC Asphalt Inc.	\$149,625
Martin Marietta Materials, Inc.	\$174,960
Metro Pavers Inc.	\$184,680
Rocky Mountain Pavement	\$196,290

All contractors included the required information and had complete bids. Kuhn Construction provided an add-alternate price of \$122,850 to dispose of the asphalt to 905 4<sup>th</sup> street in addition to the original scope.

## Staff Recommendation

After an evaluation of all bids, the Staff recommends the Board of Trustees approve a reduced scope of the contract for Kuhn Construction Inc. to 11,500 square feet and disposal of the asphalt at 905 4<sup>th</sup> Street for a total of \$104,650.

The Town has \$100,000 budgeted for this project in the Sales Tax Improvement Capital Fund. The remaining \$4,650 will be covered by adjustments to the operating budget.

## Attachments

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1. RFP 24-005
2. RFP 24-005 Addendum 1- RFI Responses
3. Proposals
  - a. Kuhn Construction Inc.
  - b. ABC Asphalt Inc.
  - c. Martin Marietta Materials, Inc.
  - d. Metro Pavers Inc.
  - e. Rocky Mountain Pavement

# REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

**Date of RFP Issuance:** 5-21-24  
**Project Number:** 24-05  
**RFP Title:** **Palmer Ave Patch Repair**  
**Proposals Due:** June 3, 2024, 10:00 a.m., Local Time  
**Submit Proposals to:**

All attachments must be uploaded and sent to the submission form link below:

[Submission Form](#)

**For Additional Information Please Contact:** Robin Price Public Works Director  
 (303) 644-3249 Ext. 1013  
 Email: [\*\*rprice@bennett.co.us\*\*](mailto:rprice@bennett.co.us)

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

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

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

### PRINT OR TYPE YOUR INFORMATION

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



## PROJECT BACKGROUND AND SPECIFICATIONS

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### I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to **Palmer Ave Patch Repair**("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Proposals ("RFP").

### II PROJECT DESCRIPTION

Palmer Ave patching is an area of the Town that receives a high amount of traffic use. The stretch of Palmer that will be included in the bid runs directly west of Trupp Park. The area that we will include for patching runs west of 1<sup>st</sup> Avenue/and Trupp Park and is our second highest heavy truck route for access to Converse and Colfax Ave.

### III SCOPE OF WORK

Palmer Ave: Bid includes removal and patching approximately 13,500 sf of 8" asphalt and replacement of in kind. Project will need to be done in two lifts. Subgrade prep needed. Add shouldering as needed.

### IV PROJECT SCHEDULE

Anticipated milestones for the Project are as follows:

May 21, 2024	Issue Request for Proposal
June 3, 2024 10:00 a.m.	Proposal Submittal Deadline
June 3, 2024	Bid Opening (Please Note: Not a Public Opening!
June 12, 2024	Award Contract
June 17, 2024	Begin Work
June 28, 2024	Commence Work

## RFP INSTRUCTIONS

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### I QUESTIONS ABOUT RFP

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

### 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).
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 electronically on the link [here](#) :

They will not be accepted through e-mail or the bidnet submission form :

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.

May 21, 2024	Issue Request for Proposal
June 3, 2024	Proposal Submittal Deadline
June 3, 2024	Bid Opening
June 12, 2024	Award Contract

## TERMS AND CONDITIONS

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

made available to the selected contractor.

8. **Pricing.** Proposers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
9. **No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
10. **Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
11. **Equal Opportunity.** The Town intends and expects that the contracting processes of the Town and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract.

## SPECIAL TERMS AND CONDITIONS

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

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

**NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1<sup>st</sup> of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

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

**JOINT VENTURES ARE ENCOURAGED.** The Proposer shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

## PRICING FORM

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### I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	13,500	SF	Removal of 8" asphalt on Palmer that is marked prior to work. Replace with 8" includes subgrade work and 2 lifts. Add shouldering as needed.		\$0.00
			<b>Total</b>		<b>\$0.00</b>

Not to Exceed Total:

## SUBMISSION FORM

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**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you submit on the required link on page 1.

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

Attn: Person in Charge  
Title  
RFP:

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

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

State percentage of prompt payment discount, if offered \_\_\_\_\_ %

State total bid price (include all items bid) \_\_\_\_\_

State total bid price with discount \_\_\_\_\_

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



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

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

**1 NAME OF FIRM:**

\_\_\_\_\_  
NAME (Legal Name)

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

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

\_\_\_\_\_  
NAME (As it appears on invoice)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**

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

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

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

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

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

Social Security Number \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
OR  
Federal Identification Number \_\_\_\_\_-\_\_\_\_\_

Name of Business Owner (please print) \_\_\_\_\_

Check Appropriate Box:

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

(Must explain)

**CERTIFICATION**

Under penalties of perjury, I certify that:

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Telephone Number (    )

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

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

Approved:

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

## SAMPLE AGREEMENT

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### INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF BENNETT AND \_\_\_\_\_

#### 1.0 PARTIES

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

#### 2.0 RECITALS AND PURPOSE

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

#### 3.0 SCOPE OF SERVICES

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

#### 4.0 COMPENSATION

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

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

## **5.0 PROJECT REPRESENTATION**

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

## **6.0 TERM**

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

## **7.0 INSURANCE**

- a) The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Bennett, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Bennett, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property

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

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of ONEMILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interest's provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys'

fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

## **9.0 QUALITY OF WORK**

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

## **10.0 INDEPENDENT CONTRACTOR**

The parties agree that the Contractor is an independent contractor and not an employee of the Town and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Contractor shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

**AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.**

## **11.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

## **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

## **13.0 TERMINATION**

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

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

#### **14.0 INSPECTION AND AUDIT**

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

#### **15.0 DOCUMENTS**

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

#### **16.0 ENFORCEMENT**

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

#### **17.0 COMPLIANCE WITH LAWS**

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

#### **INTEGRATION AND AMENDMENT**

#### **18.0**

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

#### **19.0 NOTICES**

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

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

If to the Town:

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

If to the Contractor:

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

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

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

TOWN OF BENNETT  
A Colorado Municipal Corporation

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Town Clerk

CONTRACTOR:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A – Scope of Services and Price Information**





# Town of Bennett

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

## REQUEST FOR PROPOSALS

### ADDENDUM #1

Date: May 28, 2024

Proposal Number: RFP 24-005

Proposal Title:

For Additional Information Please Contact: Robin Price, Public Works Director  
(303) 644-3249 ext 1013  
[rprice@bennett.co.us](mailto:rprice@bennett.co.us)

Documents Included in Addendum #1: None / This Page Only – see below information

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

Request for Proposals, various project information and instructions are modified as per the following:

1. For the 8" paving it is referenced to be completed in 2 lifts is it acceptable to do (1) S 4", (1) SX 4"? Or is a different lift design to be used?
  - **Yes, that would be acceptable.**
2. Is there a mix design specified for the paving work?
  - (3/4) SP75(PG58-28)20%
3. Would the Town consider a full reconstruction of Palmer Ave west of Trupp Park?
  - **If you can give a price as an add alternative for future budget. The reason we are doing patching is we do not have enough funding for a full reconstruction.**
4. With the railroad crossing along the roadway – is it the Town's intent to stay out of the ROW of the railroad crossing (within 50' of both sides)?
  - **Yes, we do not plan on being in the ROW of the railroad.**

5. Can the roadway be closed (i.e., detoured) to perform the work?
  - **Yes, there can be a full closure to perform the work as long as it is completed before school starts. Road closure will be done by the Town.**
6. Is there a staging area that the Town can provide for equipment overnight?
  - **Yes, we can provide staging for equipment overnight.**
7. How will the "as needed shouldering" work be paid? There is no line item for this work on the bid tab
  - **Please add a line item of all work included. This can be done on a separate bid tab that is provided by the bidder or on the current line item sheet.**
8. Can asphalt millings be used to backfill the shouldering as needed?
  - **No, just use the native soil for the shouldering of this project.**
9. Based on response above, is there a product that the Town would like to be used to backfill the shouldering?
  - **Currently the shoulder is the existing native soil. The Town only requires for the shouldering to be put back to the existing soil or original conditions.**
10. How will the "subgrade" work be paid? There is no line item for this work on the bid tab.
  - **As mentioned above please include the line item of what is included in the bid either on contractors bid sheet or on provided sheet.**
11. How will the "subgrade" work be determined on site? Are we to assume all patching areas will require subgrade work? At what depth does the Town require the contractor to over excavate the subgrade? Will the Town of Bennett inspector instruct contractors for areas to be addressed?
  - **Yes, you are to assume all patching areas will require subgrade work. Town of Bennett requires 4-8" subgrade prep unless specified otherwise by the inspector.**
12. Is a bid bond required for the project?
  - **No, there is no Bid Bond required.**
13. Will performance and payment bonds be required for the awarded contractor?
  - **Yes, performance bond is required no payment bond.**

14. I assume the shoulder work is just dirt, no road base?

- **See answers above on 8 and 9.**

15. I assume we can use 4<sup>th</sup> St to dispose of wet subgrade and get replacement material?

- **Town of Bennett would require to dispose of any wet subgrade at contractors' expense, but would allow additional soil material to be attained at 4<sup>th</sup> Street.**

16. Do we need to reseed any shoulder disturbance?

- **No reseeding is required for this project.**

17. Will Traffic Control Be Needed, and if so is this on the contractor to add to pricing?

- **This will be a road closure and Town of Bennett will provide the closure for the project.**

18. Does the contractor need to provide testing?

- **No, the Town Inspector will oversee the project.**

19. Will Permits need to be pulled? If so, are they waived, and which permits are needed?

- **Contractor will need to pull a Right of Way Permit and the fee will be waived.**

20. **Any work that is required for this job can be listed as a line item on the bid tab or the bidders form.**

21. Will these patches be ordinary 2' patching, or are they all different sizes in different areas of the road?

- **All patches are different sizes mainly on the south side of the road and will be no smaller than 8' to 12' widths with various lengths.**

22. Will a 3/4" with 20% RAP be okay for the asphalt patching, or which mixes does the town want us to use per lift.

- **Yes, this will be acceptable. The Town will also provide a mix that can be used as well.**

# REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

**Date of RFP Issuance:** 5-21-24  
**Project Number:** 24-05  
**RFP Title:** **Palmer Ave Patch Repair**  
**Proposals Due:** June 3, 2024, 10:00 a.m., Local Time  
**Submit Proposals to:**

All attachments must be uploaded and sent to the submission form link below:

[Submission Form](#)

**For Additional Information Please Contact:** Robin Price Public Works Director  
(303) 644-3249 Ext. 1013  
Email: [rprice@bennett.co.us](mailto:rprice@bennett.co.us)

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

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

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

## PRINT OR TYPE YOUR INFORMATION

Name of Company: Kuhn Construction Inc. Fax: \_\_\_\_\_  
Address: 42309 Kiowa Bennett Rd. City/State: Kiowa, CO Zip: 80117  
Contact Person: William Kuhn Title: President Phone: 303-570-6104  
Authorized Representative's Signature: *William Kuhn* Phone: 303-570-6104  
Printed Name: William Kuhn Title: President Date: 5/31/24  
Email Address: kuhnconstruction@msn.com

## PRICING FORM

### I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	13,500	SF	Removal of 8" asphalt on Palmer that is marked prior to work. Replace with 8" includes subgrade work and 2 lifts. Add shouldering as needed.	9.99	\$134,865.00
					<del>\$0.00-</del>
			<b>Total</b>		<del>\$0.00-</del> \$134,865.00

Not to Exceed Total: \$134,865.00

# *Kuhn Construction Inc.*

## **TOB Palmer Ave Asphalt Repair**

### Contact Information:

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

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

### History

Kuhn Construction Inc. was started in 2010 as a grading, excavating, demo and utility company. We currently employ ten full time equipment operators, experienced in all aspects of grading, drainage and utility projects. We own all of our equipment and have the resources to access any specialty equipment we might need. With our own equipment and a staff of experienced operators, we do a wide variety of projects. Our main focus of work is Parks, Trails, Drainages and Roadways. Most of our work is done for City's, Towns, School Districts, County's, Metro Districts, Recreation Districts and Landscape Contractors. We place great emphases on customer service and quality work.

### Availability

We will be doing most all of the work in-house, with minimal subcontractors, we will be able to better control the schedule. We have the equipment, staff and knowledge, perfectly suited for a project of this nature, and the schedule works perfectly with our current work load.

### Project Team

<b>William Kuhn</b> Estimator/ Project Manager/ Superintendent 30 years of experience as operator, foreman, superintendent, project manager and estimator for earthwork, parks, trails and drainage projects. (See Projects Below). Will be onsite at least twice per day.	Kiowa, CO
<b>Joe O'Brien</b> Foreman/ Superintendent 40 years experience as operator, foreman and superintendent. (See Projects Below)	Elizabeth, CO
<b>Chris Albers</b> Foreman/ Blade/ Loader Operator 18 Years experience as equipment operator/ Foreman. (See projects below.) Will be full time onsite	Elbert, CO

### Similar Projects

2017 BRPOS Trails and Parking Lots/ Trail Heads- Town of Bennett  
18,480' of new trail and 3 Gravel Parking Lots for Public Recreation

2019 Deputy Zach S Parrish III Memorial Park- Town of Castlerock  
11 Ac Park with Parking, Trails, Utilities, Playfields and Playgrounds

2021 BRPOS Lower Fishing Pond- Town of Bennett  
3.5 AC Lined Pond w/ Gravel Parking Lot and Trails

2022 Limon RV Park- Town of Limon  
2.6 AC Gravel Parking Lot for RV Parking

2023 CASP Perimeter Fence and Access Rd  
92,400 LF of Access Rd with Drainage Pipe

# Kuhn Construction Inc.

Proposal # 1247-3

Project Name: **TOB Palmer Ave Patching**  
 Owner/GC: **Town of Bennett**

Attn: **Robin Price**  
 Bid Date: **Friday, May 31, 2024**

Base Bid	#	Description of Work	Quantity	Unit	Unit Rate	Total
		Mobilization	1	LS	\$ 3,250.00	\$ 3,250.00
		Traffic Control- (Close Road)	1	LS	\$ 1,060.00	\$ 1,060.00
		Sawcut	1550	LF	\$ 3.40	\$ 5,270.00
		Remove Ex Asphalt- Hauloff	1500	SY	\$ 12.06	\$ 18,090.00
		Subgrade Prep	1500	SY	\$ 3.40	\$ 5,100.00
		8" Depth Asphalt	13500	SF	\$ 7.37	\$ 99,495.00
		Shoulder Grading	1000	LF	\$ 2.60	\$ 2,600.00
						\$ -
						\$ -
					<b>Base Bid Total</b>	<b>\$ 134,865.00</b>
<b>Add Alt.</b>						
		Dispose of Ex Asphalt at 4th St	1500	SY	\$ (8.01)	\$ (12,015.00)
						\$ -
					<b>Add Alt. Total</b>	<b>\$ (12,015.00)</b>
					<b>Total Bid</b>	<b>\$ 122,850.00</b>

**Inclusions/ Exclusions**

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

## SUBMISSION FORM

---

**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you submit on the required link on page 1.

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

Attn: Person in Charge  
Title  
RFP:

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

~~YES~~ / NO

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

~~YES~~ / NO

State percentage of prompt payment discount, if offered

\_\_\_\_\_ %

State total bid price (include all items bid)

\$134,865.00

State total bid price with discount

\_\_\_\_\_

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



# REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

**Date of RFP Issuance:** 5-21-24  
**Project Number:** 24-05  
**RFP Title:** Palmer Ave Patch Repair  
**Proposals Due:** June 3, 2024, 10:00 a.m., Local Time  
**Submit Proposals to:**

All attachments must be uploaded and sent to the submission form link below:

[Submission Form](#)

**For Additional Information Please Contact:** Robin Price Public Works Director  
 (303) 644-3249 Ext. 1013  
 Email: [rprice@bennett.co.us](mailto:rprice@bennett.co.us)

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

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

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

### PRINT OR TYPE YOUR INFORMATION

Name of Company: ABC ASPHALT INC. Fax: \_\_\_\_\_  
 Address: 191 telluride st City/State: Brighton, CO Zip: 80601  
 Contact Person: Cesar Gonzalez Title: Estimator Phone: 720-621-9815  
 Authorized Representative's Signature: \_\_\_\_\_ Phone: 720-621-9815  
 Printed Name: Cesar Gonzalez Title: Estimator Date: 06/03/24  
 Email Address: Cesar@abcasphaltco.com

**PRICING FORM**

---

**I PRICING (FOR EACH PARTICIPANT)**

<b>ITEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	1.00	EA	Mobilization	\$ 3,500.00	\$ 3,500.00
2	13,500.00	SF	Removal of 8" asphalt on Palmer that is marked prior to work. Replace with 8" includes subgrade work and 2 lifts.	\$ 10.35	\$ 139,725.00
3	3,200.00	SF	Shouldering (As Needed)	\$ 2.00	\$ 6,400.00
<b>Total</b>					<b>\$ 149,625.00</b>

Not to Exceed Total: \$149,625.00

## SUBMISSION FORM

---

**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you submit on the required link on page 1.

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

Attn: Person in Charge  
Title  
RFP:

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

YES / NO

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

YES / NO

State percentage of prompt payment discount, if offered

0 %

State total bid price (include all items bid)

149,625

State total bid price with discount

149,625

**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:**

ABC ASPHALT Inc.  
NAME (Legal Name)

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

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

ABC ASPHALT Inc.  
NAME (As it appears on invoice)

P.O Box 1226  
ADDRESS

Brighton CO 80601  
CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**

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

\_\_\_\_\_  
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

46-5340568

Name of Business Owner (please print) \_\_\_\_\_

Check Appropriate Box:

Corporation

Partnership

Government

Individual/Sole Prop

Non-Profit Organization

Other

(Must explain)

**CERTIFICATION**

Under penalties of perjury, I certify that:

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

Signature 

Date 06/03/24

Print Name Cesar Gonzalez

Telephone Number (720) 621 9815

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

**FOR OFFICE USE ONLY:**

Individual/Sole Proprietorships: For Corporation:

Merchandise Only

Services

Attorney

Employee expense reimbursement

Contract Labor

Non Attorney

Garnishment / Child Support

Other (Explain)

Damage awards & other reimb

Sale of Land

Approved:

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

[See Following Page(s)]

**Exhibit B**

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

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

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

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

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

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

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

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

From: ABC Asphalt Inc.  
(Prospective Contractor)

To: Town of Bennett

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

Executed this 3<sup>rd</sup> day of June, 2024.

Prospective Contractor ABC Asphalt Inc.

By: [Signature]  
Title: Cesar Gonzalez  
State of Colorado

ACKNOWLEDGMENT

STATE OF Colorado )  
 ) ss.  
COUNTY OF Adams

The foregoing Certification was acknowledged before me this 31<sup>st</sup> day of May,  
2024 by [Name] Cesar Gonzalez, for [Company Name] ABC Asphalt, Inc.

Witness my hand and official seal.

My commission expires: 6-20-27

[Signature]  
Notary Public

(SEAL)  
SHAWNA R RUMSEY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19994030561  
MY COMMISSION EXPIRES JUNE 20, 2027

**General Firm Information**

1. Firm Name: ABC ASPHALT INC
  2. Year Established: 2014
  3. Length of Time in Business: 10 years
  4. Brief Description of Firm: ASPHALT and concrete contractor
- 

**Resumes of Key Project Personnel and Percent of Team that is Local.**

**1. Key Personnel:**

- a. Name: Cesar Gonzalez
  - o Position: Project manager / Estimator
  - o Experience: 9 years heavy civil
  - o Education: bachelors
  - o Relevant Projects: Airport canopy Patching
- b. Name: Tommy Parkin
  - o Position: General Manager
  - o Experience: 20+ years heavy civil
  - o Education: bachelors
  - o Relevant Projects: Aurora Patching

2. Percent of Team that is Local: 100%

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**Location of Key Project Personnel and Availability**

**1. Location of Key Personnel:**

- a. Name: Cesar Gonzalez
  - o Location: Lakewood, CO
  - o Availability: 100%
- b. Name: Tommy Parkin
  - o Location: Thornton, CO
  - o Availability: 100%



## Proposed Project Team Members

### 1. Project Manager:

- Name: Cesar Gonzalez
- Role in Project: PM
- Experience: 9 Years heavy Civil
- Relevant Skills: 5 Years Pm
- Availability: 100%

### 2. Operations Manager:

- Name: Juan Diaz
- Role in Project: ops. manager
- Experience: 10 + Years ASPHalt
- Relevant Skills: 8 years ops. manager
- Availability: 100%

### 3. Foreman:

- Name: Hilario ortiz
- Role in Project: Foreman
- Experience: 15 + years
- Relevant Skills: 10 years ASPHalt Foreman
- Availability: 100%

# Approach To Completing Project

## 1. Understanding the Scope of Services - Asphalt Patching along Palmer Ave

Our approach to completing the project begins with a comprehensive understanding of the Scope of Services outlined in the Request for Proposal (RFP), specifically focusing on asphalt patching along Palmer Ave. We have carefully reviewed each element of the scope and identified the key deliverables, milestones, and requirements related to this specific task to ensure alignment with the project objectives.

## 2. Addressing the Elements of the Scope of Services

a. **Project Initiation and Planning:** We will kick-start the project by assembling the project team, defining roles and responsibilities, and establishing clear communication channels specific to asphalt patching along Palmer Ave. This phase will involve detailed planning, including resource allocation, timeline development, risk assessment, and stakeholder engagement, with a particular focus on the unique requirements of this task.

b. **Design and Development:** Our design and development process for asphalt patching will be guided by innovative approaches and best practices in the industry. We will leverage our team's expertise to create tailored solutions that meet the requirements of Palmer Ave, considering factors such as traffic flow, environmental impact, and long-term durability.

c. **Implementation and Execution:** During the implementation phase, we will execute the asphalt patching project with precision and efficiency, adhering to the specific guidelines and standards set forth for Palmer Ave. Our team will work collaboratively to address any challenges that may arise, ensuring minimal disruption to traffic and surrounding areas.

d. **Monitoring and Control:** Throughout the asphalt patching project, we will maintain a proactive approach to monitoring and control. This involves tracking progress against milestones, managing resources effectively, and mitigating risks as they emerge, with a keen focus on the unique factors associated with Palmer Ave.

e. **Closure and Evaluation:** As the asphalt patching project nears completion, we will conduct a thorough review to ensure that all deliverables meet the specific requirements of Palmer Ave. Our closure process will include formal acceptance by the client, documentation of lessons learned, and transition planning for ongoing maintenance to preserve the integrity of the patched areas.

## 3. Anticipated Issues and Proposed Strategies

a. **Material Availability:** Given potential challenges related to material availability for asphalt patching, we will establish strategic partnerships with reliable suppliers and implement just-in-time inventory management practices to ensure a steady supply of materials throughout the project.

**b. Weather Dependencies:** Recognizing the impact of weather on asphalt patching activities, we will closely monitor weather forecasts and develop contingency plans to adjust work schedules accordingly. Flexible scheduling and rapid response protocols will enable us to maximize productivity while minimizing delays due to adverse weather conditions.

#### **4. Additional Insights, Capabilities, or Perspectives**

Drawing on our extensive experience and industry insights, we bring additional perspectives to the asphalt patching project along Palmer Ave that enrich our approach and enhance value delivery. Our commitment to innovation, collaboration, and client satisfaction sets us apart as a trusted partner in achieving project excellence.

## 1. Project: Weld County School District

- **Description:** This project involved new construction of asphalt paving, asphalt milling, curb & gutter. Our team was responsible for project management, coordination with subcontractors, quality control, and stakeholder communication. The scope included asphalt milling, overlay, and patching of damaged sections. The project was completed within the scheduled timeframe of 2 months and within the allocated budget. Any minor discrepancies were promptly addressed through effective communication and proactive management.
- **Reference:**
  - Company/Organization: Weld County School District
  - Phone: 970/348/6151
  - Amount: \$2,810,000.00

## 2. Project: Cushman & Wakefield

- **Description:** This project focused on Asphalt patching, and also a large amount of milling and asphalt paving. Our team managed all aspects of the project, including pavement assessment, design, construction, and quality assurance. The scope encompassed asphalt patching, crack sealing, and pavement markings. Despite encountering unexpected underground utilities during construction, the project was completed within the original schedule of 7 months and slightly below the allocated budget. Our proactive approach to problem-solving and efficient resource management ensured timely completion without compromising quality.
- **Reference:**
  - Company/Organization: [Name of Company/Organization]
  - Phone: 303-991-6922
  - Amount: 1,330,000

## 3. Project: Airport Canopy Parking

- **Description:** This project involved repaving and asphalt patching for a large parking lot. Our team led the project from planning and design to execution and final inspection. The scope included asphalt milling, overlay, and asphalt patching. Despite encountering weather delays during the early stages of construction, the project was completed within the original schedule of 1 month and within the allocated budget. Our proactive scheduling and efficient coordination with suppliers and subcontractors mitigated the impact of delays, ensuring successful project delivery.
- **Reference:**
  - Company/Organization: ProPark
  - Phone: 720/387/5194
  - Amount: 625,000.00

## Detailed Fee Schedule

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**Scope of Services: Asphalt Patching along Palmer Ave**

**Not to Exceed Contract Amount: \$** 149,625

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### Hourly Rates of Key Personnel

1. **Project Manager:**
    - Hourly Rate: \$150.00
  2. **Foreman:**
    - Hourly Rate: \$125.00
  3. **Laborer:**
    - Hourly Rate: \$100.00
- 

### Notes:

- The fee schedule is based on the Scope of Services outlined for asphalt patching along Palmer Ave and includes all necessary activities and deliverables.
- The "Not to Exceed" contract amount represents the maximum limit of financial commitment for the project.
- Hourly rates of key personnel are provided for additional services or tasks beyond the scope outlined in the contract.
- Any changes or deviations from the Scope of Services may result in adjustments to the fee schedule, subject to mutual agreement between both parties.

## **Proposed Schedule to Complete the Project**

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### **Preparation and Mobilization**

- Day 1: Kick-off Meeting and Project Briefing
- Day 2: Resource Allocation and Procurement Planning
- Day 3-4: Mobilization of Equipment and Materials
- Day 5-7: Site Preparation and Safety Assessments

### **Execution and Completion**

- Day 8-9: Asphalt Saw Cutting
- Day 9-12: Asphalt Removals
- Day 12-17: Asphalt Patching
- Day 18: Project Closeout and Documentation

# REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 5-21-24  
 Project Number: 24-05  
 RFP Title: Palmer Ave Patch Repair  
 Proposals Due: June 3, 2024, 10:00 a.m., Local Time  
 Submit Proposals to:

All attachments must be uploaded and sent to the submission form link below:  
[Submission Form](#)


For Additional Information Please Contact: Robin Price Public Works Director  
 (303) 644-3249 Ext. 1013  
 Email: [rprice@bennett.co.us](mailto:rprice@bennett.co.us)

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

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

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

### PRINT OR TYPE YOUR INFORMATION

Name of Company: Martin Marietta Materials, Inc. Fax: \_\_\_\_\_  
 Address: 1627 Cole Blvd. Ste. 200 City/State: Lakewood Zip: 80401  
 Contact Person: Mike Altergott Title: Estimator Phone: 720.633.7498  
 Authorized Representative's Signature:  Phone: \_\_\_\_\_  
 Printed Name: Trevor Norton Title: Area General Manager Date: May 29, 2024  
 Email Address: Mike.altergott@martinmarietta.com - Estimator

**PROJECT BACKGROUND AND SPECIFICATIONS**

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**I BACKGROUND**

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to **Palmer Ave Patch Repair**("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Proposals ("RFP").

**II PROJECT DESCRIPTION**

Palmer Ave patching is an area of the Town that receives a high amount of traffic use. The stretch of Palmer that will be included in the bid runs directly west of Trupp Park. The area that we will include for patching runs west of 1<sup>st</sup> Avenue/and Trupp Park and is our second highest heavy truck route for access to Converse and Colfax Ave.

**III SCOPE OF WORK**

Palmer Ave: Bid includes removal and patching approximately 13,500 sf of 8" asphalt and replacement of in kind. Project will need to be done in two lifts. Subgrade prep needed. Add shouldering as needed.

**IV PROJECT SCHEDULE**

Anticipated milestones for the Project are as follows:

May 21, 2024	Issue Request for Proposal
June 3, 2024 10:00 a.m.	Proposal Submittal Deadline
June 3, 2024	Bid Opening (Please Note: Not a Public Opening!
June 12, 2024	Award Contract
June 17, 2024	Begin Work
June 28, 2024	Commence Work



## RFP INSTRUCTIONS

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### I QUESTIONS ABOUT RFP

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

### 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).
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 electronically on the link [here](#) :

They will not be accepted through e-mail or the bidnet submission form :

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.

May 21, 2024	Issue Request for Proposal
June 3, 2024	Proposal Submittal Deadline
June 3, 2024	Bid Opening
June 12, 2024	Award Contract

## TERMS AND CONDITIONS

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

made available to the selected contractor.

8. **Pricing.** Proposers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
9. **No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
10. **Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
11. **Equal Opportunity.** The Town intends and expects that the contracting processes of the Town and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract.

## SPECIAL TERMS AND CONDITIONS

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

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

**NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1<sup>st</sup> of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

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

**JOINT VENTURES ARE ENCOURAGED.** The Proposer shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

**PRICING FORM**

**I PRICING (FOR EACH PARTICIPANT)**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	13,500	SF	Removal of 8" asphalt on Palmer that is marked prior to work. Replace with 8" includes subgrade work and 2 lifts. Add shouldering as needed.	\$12.30	\$166,050.00
2	1,350	l.f.	Shouldering - Estimated quantity	\$6.60	\$8,910.00
Total					\$174,960.00

Not to Exceed Total:

- \* Any increases in work quantities will be done at the above unit prices based upon actual installed quantities.
- \* Any necessary subgrade stabilization will be done additionally on a T+M basis. Rates are attached
- \* Pricing excludes: Traffic control, permit fees, chemically treated subgrade, pavement markings, seeding,
- \* Subgrade prep to only be performed in areas accessible to equipment

Contractor estimates it will take ~10 days to perform the work scope and quantities indicated above. Contractor anticipates all work can be completed prior to school starting.

**SUBMISSION FORM**

**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you submit on the required link on page 1.

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

Attn: Person in Charge  
Title  
RFP:

Does your proposal comply with all the terms and conditions? If no, indicate exceptions *- See Attached agreement for modifications* YES /  NO

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

State percentage of prompt payment discount, if offered 0 %

State total bid price (include all items bid) \$174,960.00

State total bid price with discount \$174,960.00

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

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

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

**1 NAME OF FIRM:**

NAME (Legal Name)

Martin Marietta Materials, Inc.

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

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

Martin Marietta Materials, Inc

NAME (As it appears on invoice)

1627 Cole Blvd. Ste. 200

ADDRESS

Lakewood, Co 80401

CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**  
(If more than one remit to address, please attach on additional page.)

1627 Cole Blvd. Ste. 200

STREET ADDRESS

Lakewood, Co 80401

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

\_\_\_\_\_

56-1848578

Name of Business Owner (please print) Ward Nye

Check Appropriate Box:

Corporation

Partnership

Government

Individual/Sole Prop

Non-Profit Organization

Other

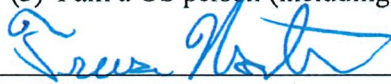
(Must explain)

**CERTIFICATION**

Under penalties of perjury, I certify that:

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

Signature



Date May 29, 2024

Print Name Trevor Norton - Area General Manager

Telephone Number (720)245.6400

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

**FOR OFFICE USE ONLY:**

Individual/Sole Proprietorships: For Corporation:

Merchandise Only

Services

Attorney

Employee expense reimbursement

Contract Labor

Non Attorney

Garnishment / Child Support

Other (Explain)

Damage awards & other reimb

Sale of Land

Approved:

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

**SAMPLE AGREEMENT**

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**INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF  
BENNETT AND \_\_\_\_\_**

**1.0 PARTIES**

The parties to this Agreement are the **Town of Bennett**, a Colorado municipal corporation, hereinafter referred to as the "Town," and \_\_\_\_\_ **[contractor name]**, a Colorado \_\_\_\_\_ **[contractor business entity]**\_\_, hereinafter referred to as the "Contractor."  
**North Carolina Corporation**

CJE

**2.0 RECITALS AND PURPOSE**

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

**3.0 SCOPE OF SERVICES**

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

**4.0 COMPENSATION**

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

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

## 5.0 PROJECT REPRESENTATION

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

## 6.0 TERM

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

## 7.0 INSURANCE

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

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

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of ONEMILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor’s general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interest’s provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

**8.0 INDEMNIFICATION**

actual direct directly

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys’

CJE

fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

## **9.0 QUALITY OF WORK**

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

## **10.0 INDEPENDENT CONTRACTOR**

The parties agree that the Contractor is an independent contractor and not an employee of the Town and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Contractor shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

**AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.**

## **11.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent, [which approval shall not be unreasonably withheld, conditioned or delayed.](#)

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## **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

## **13.0 TERMINATION**

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

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

#### **14.0 INSPECTION AND AUDIT**

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

#### **15.0 DOCUMENTS**

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

#### **16.0 ENFORCEMENT**

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

#### **17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED**

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

#### **18.0 INTEGRATION AND AMENDMENT**

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

#### **19.0 NOTICES**

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

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

If to the Town:

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

If to the Contractor:

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

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

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

TOWN OF BENNETT  
A Colorado Municipal Corporation

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Town Clerk

CONTRACTOR:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A – Scope of Services and Price Information**

[See Following Page(s)]

**Exhibit B**

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

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

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

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

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

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

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

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

From:   
 (Prospective Contractor)  
 Martin Marretta Materials, Inc.  
 To: Town of Bennett



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

Executed this 29<sup>th</sup> day of May, 2024.

Prospective Contractor: Martin Marietta Materials, Inc.

By: [Signature]  
Title: Area General Manager  
State of Colorado

ACKNOWLEDGMENT

STATE OF Colorado )  
 ) ss.  
COUNTY OF Jefferson

The foregoing Certification was acknowledged before me this 29<sup>th</sup> day of May, 2024 by [Name] Trevor Norton, for [Company Name] Martin Marietta Materials, Inc.

Witness my hand and official seal.

My commission expires: October 21, 2024



[Signature]  
Notary Public

**Martin Marietta Materials, Inc. Company Information**

[www.martinmarietta.com](http://www.martinmarietta.com)

Martin Marietta Materials, Inc. supplies the products to build the world around you. We are the nation’s second largest producer of construction aggregates used primarily for construction of highways and other infrastructure projects, in certain green initiatives, including flue gas desulphurization, and in the domestic commercial and residential construction industries. Our Aggregates Business’ network of more than 260 quarries, distribution yards and plants spans coast to coast through 31 states, Canada, the Bahamas, and the Caribbean Islands.

**West Division, Rocky Mountain Region**

Martin Marietta Materials, Inc.  
1627 Cole Blvd, Suite 200  
Lakewood, CO 80401  
720-245-6400 (phone)

**Corporate**

Martin Marietta Materials, Inc.  
4123 Parklake Ave.  
Raleigh, NC 27612  
919-781-4550 (phone)

**Incorporation:** North Carolina, November 12, 1993 - C Corp

**FEIN#:** 56-1848578

**DUNS:** 078504043 (tied to address at 1627 Cole Blvd.)\*

**DUNS:** 809750912 (tied to address at 4123 Parklake Ave.)\*

**NOTE:** If a project is based out of Taft Hill or Rand a separate DUNS # is required

**SAM Unique Entity ID:** WSDG-FNRC-4F79 \*See Candace Edwards for Cage Codes.

**Executive Officers:**

- C. Howard Nye - President & CEO
- James A. Nickolas - Senior Vice President, CFO
- Roselyn R. Bar – Executive Vice President, General Counsel & Corporate Secretary
- Tyler Birch – Vice President & Treasurer

**EEO Officer – West Division:** Christa Tourault

**Bonding, Banking & Insurance Information**

**Surety Agent:**

AON  
Three Alliance Center  
PO Box 551343  
Atlanta, GA 30355  
Contact: Debra Deming  
Debra.deming@aon.com

**Broker Agents:**

Arch Insurance  
Harborside 3, 210 Hudson Street, Ste 300  
Jersey City, NJ 07311-1107  
Regional Commercial Surety Manager  
1125 Sanctuary Parkway, Ste 200  
Alpharetta, GA 30009  
Contact: Michael R. Mohan - 404-682-3899

(Formerly used for current open jobs prior to 2022)

Liberty Mutual Insurance  
141 Congress Street  
Boston, MA 02110  
Contact: Lisa Brissey - 877-682-8510

Atlantic/Intact Insurance Company  
For reclamation bonds only

Capacity: \$100M per project \$500M Aggregate

**Internal Contact for Bonding and Insurance Information:**

Insurance Contact: Dan Welsh 919-510-4722  
Bonding Contact: Rebeca Gomez 919-510-4746

Public Liability (general liability) Primary \$3M/6M  
2023 ERM: .044

**Insurance Agent:**

Marsh USA  
3560 Lenox Road, Suite 2400  
Atlanta, GA 30326  
Contact: Candace Lemond 404-995-2678

The MM Interstate Risk ID under the National Council on Compensation Insurance (NCCI) is # 917868506.

**State DOT#** 382882 (Front Range)

**BANKING INFORMATION**

**FOR ANY INFORMATION FINANCIAL OR PROJECT RELATED CONSIDERED PRIVATE TYPE: NOT DISCLOSED**

**BANK REFERENCE:**

Wells Fargo Bank  
Contact: Client Services Officer  
420 Montgomery St  
San Francisco, CA 94104  
515-858-5054

Representative:  
Savannah Shultz  
Savannah.Schultz@WellsFargo.com

**COLORADO ASPHALT & PAVING GROUP DETAILS**

<u>Areas of Operation:</u>	Colorado Front Range & Southern Wyoming
<u>Type of work we perform with our own crews:</u>	Asphalt Paving & Subgrade Prep
<u>% of work we perform with own employees:</u>	90%
<u>Trades/crafts which we customarily subcontract:</u>	Surveying, Fencing, Traffic Control, Signs, Electrical, Landscaping, Concrete Work, Guardrail, & Striping

Number of years in business: 80+  
Number of years in business under Martin Marietta Materials, Inc.: 15  
**West Division formed: December 11, 2011**  
Number of years in business under Lafarge West, Inc.: 10  
Number of years in business under Western Mobile: 9  
Number of years in business under Western Paving Construction Company: 58

**Type of Work Performed:**

22% New Construction (70% Single Family; 30% Multi-Family)  
9% Repair  
49% Commercial  
20% Public Work

**CREDIT REFERENCES:**

Wagner Equipment Company  
 18000 E. Smith Road  
 Aurora, CO 80040  
 303-739-3000  
[wleads@wagnerequipment.com](mailto:wleads@wagnerequipment.com)

Suncor Energy  
 3815 East 56<sup>th</sup> Avenue  
 Denver, CO 80222  
 303-796-2688  
[nschreiber@Suncor.com](mailto:nschreiber@Suncor.com)

Power Equipment  
 500 E. 62<sup>nd</sup> Avenue  
 Denver, CO 80201  
 303-288-6801  
[payments@power-equip.com](mailto:payments@power-equip.com)

**GC/ METRO DISTRICT & PROPERTY MANAGER REFERENCES**

Michael Bloom Realty  
 3915 Blake St  
 Denver, CO 80209  
 303-295-3501  
 Contact: Michael Bloom

Richmond American Homes  
 4350 South Monaco  
 Denver, CO 80237  
 303-773-1100  
 Contact: Eric Kubly

Kraemer North America  
 900 W. Castleton Rd., Suite 220  
 Castle Rock, CO 80109  
 303-688-7500  
 Contact: Mike Fay

IHC Scott, Inc.  
 7135 S. Tucson Way  
 Englewood, CO 80112  
 303-790-9100  
 Contact: Tony Roberts

Hudick Excavating, Inc.  
 1700 N Park St, Yellowstone Ste  
 Castle Rock, CO 80109  
 303-688-9500  
 Contact: Rob Warne

Bryan Construction  
 7025 Campus Drive  
 Colorado Springs, CO 80920  
 719-632-5355  
 Contact: Brian Burns

**GENERAL CONTRACTED PROJECT REFERENCES**

2020 City Overlay  
 City of Golden  
 1445 10<sup>th</sup> Street  
 Golden, CO 80401 303-384-8151  
 John Hardy 303-384-8195  
 \$1.2M Completed 11/2020

Stapleton Filing 54  
 M A Mortenson Co.  
 5360 N. Spruce Street  
 Denver, CO 80238 303-295-2511  
 Joel Holland 720-920-4313  
 \$8.6M Completion 4/2019

2020 County Overlay  
 Adams County  
 4430 S. Adams County Parkway  
 Brighton, CO 80601 720-523-6800  
 Gordon Stevens 303-947-9633  
 \$6.3M Completed 12/2020

2020 Overlay & Patching Program  
 City of Lakewood  
 480 South Allison Parkway  
 Lakewood, CO 80226 303-795-370  
 Kyle Beck 303-601-8084  
 \$3.5M Completed 12/2020

Denver Northeast Bond  
 City of Denver  
 2000 W 3<sup>rd</sup> Ave  
 Denver, CO 80223 720-913-1311  
 Norm Shaw 303-446-3546  
 \$4.9M Completed 10/2020

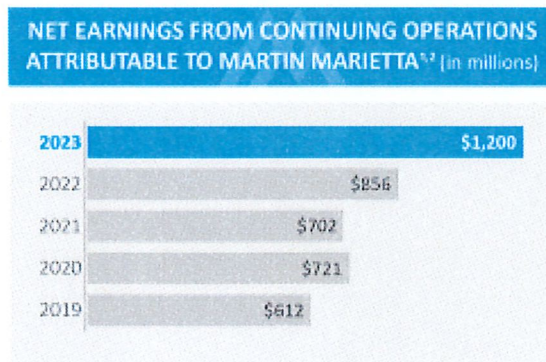
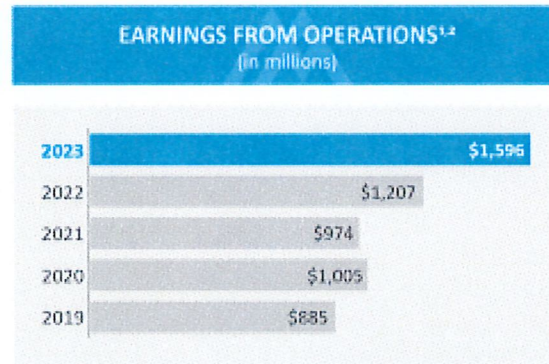
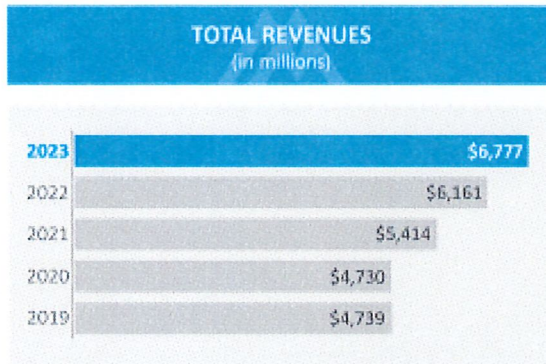
**SUB-TIER REFERENCE**

Precision Pavement Marking CO  
 3817 Goodell Lane  
 Fort Collins, CO 80526  
 Chris Jacomet 970-310-1223  
[chris@ppmhub.com](mailto:chris@ppmhub.com)

**Martin Marietta Materials, Inc. Financials**  
<http://www.martinmarietta.com/Investors/Financials.asp>

**FINANCIAL HIGHLIGHTS**

(in millions, except per share data)	2023	2022
Total revenues	\$ 6,777.2	\$ 6,160.7
Earnings from operations <sup>1</sup>	\$ 1,596.0	\$ 1,206.7
Net earnings from continuing operations attributable to Martin Marietta <sup>1</sup>	\$ 1,199.8	\$ 856.3
Diluted earnings from continuing operations per common share <sup>1</sup>	\$ 19.32	\$ 13.70
Cash dividends per common share	\$ 2.80	\$ 2.54



**TOTAL RETURN (INCLUSIVE OF DIVIDENDS)**  
(as of December 31, 2023)

	Martin Marietta Common Stock	S&P 500 Index	S&P 500 Materials Index
1 Yr.	48.6%	26.3%	12.6%
3 Yr.	79.3%	33.1%	25.7%
5 Yr.	201.9%	107.2%	89.0%
10 Yr.	445.4%	211.5%	128.2%

<sup>1</sup> Amounts for 2022 and 2020 include \$151.9 million (\$108.8 million, or \$1.74 per diluted share, after tax) and \$69.9 million (\$54.1 million, or \$0.87 per diluted share, after tax), respectively, of nonrecurring gains on land sales and divested assets.

<sup>2</sup> Amount for 2021 includes \$30.6 million increase in cost of revenues for the impact of selling acquired inventory after its markup to fair value as part of acquisition accounting (\$23.4 million, or \$0.37 per diluted share, after tax) and acquisition-related expenses of \$57.9 million (\$43.7 million, or \$0.70 per diluted share, after tax).

# MARTIN MARIETTA

## Rocky Mountain Division, Asphalt and Paving District

### KEY PERSONNEL

#### **Ryan Yoch – District Vice President/General Manager**

Mr. Yoch has nearly 25 years of construction experience and oversees all aspects of the Front Range Asphalt and Paving Business. Mr. Yoch has extensive experience with Municipal, Federal, Residential Commercial and CDOT projects. He is on the board for the Colorado Asphalt Pavement Association and also represents Colorado on the National Asphalt Pavement Association. He has a BS Degree in Construction Management from Colorado State University.

#### **JR Manrique – Director of Safety West Division**

Mr. Manrique has over 12 years of experience in safety and health, seven of which are in the aggregates, asphalt and paving construction industry. JR holds a Certified Safety Professional (CSP) accreditation from the Board of Certified Safety Professionals and a Bachelor's of Science degree in Occupational Safety and Health. Mr. Manrique provides comprehensive oversight to the entire Rocky Mountain safety teams including two Senior Safety Representatives dedicated to the asphalt construction business along the Front Range. JR's responsibilities extend to supervising all West Division safety teams (Arizona and California) and safety programs.

#### **Trevor Norton – General Manager (Metro/Northern)**

Mr. Norton has over 25 years of experience in asphalt related construction including sales, estimating, and project management. Mr. Norton is responsible for all areas of the business in the Denver Metro and Northern area. Mr. Norton has a BS in Chemical Engineering and Petroleum Refining from the Colorado School of Mines.

#### **Stephen Ayers – Operations Manager (Metro)**

Mr. Ayers has over 30 years of experience in civil construction. His professional experience includes DOT, City and FAA projects in Alaska and Hawaii. He is a member of AGC of America, NAPA and has qualifications in OSHA and Storm Water Management.

#### **Joe McKernan – Construction Manager (Metro)**

Mr. McKernan has worked in the Colorado market over the last 28 years in the construction industry in Operations, Sales and Project Management. His professional experience includes Commercial, Residential, CDOT/Highway and Federal projects. He has certifications in OSHA training, Storm Water Management and Traffic Control Supervisor. He has proven experience in Operations with a focus on quality and an excellent safety record. Joe was the recipient of the project manager award from CDOT in 2019.

#### **Jose Ortiz – Asphalt Plant Manager (Metro)**

Mr. Ortiz has over 28+ years of asphalt and construction experience. His role oversees the management, production and maintenance of the three asphalt plants in the Metro Denver Area. The Metro group has received a number of awards from NAPA and CAPA for quality.

#### **Bill Oetken – Area Project Manager (Metro)**

Mr. Oetken has over 20 years of extensive construction experience in estimating and project management of DOT, Federal, Municipal, Commercial & Private construction projects. He is certified as a CDOT Erosion Control Supervisor, Traffic Control Supervisor, and has certifications in OSHA training.

#### **Todd Genovese, P.E. – Division Quality Control Manager**

Mr. Genovese is the QA/QC Manager for the Rocky Mountain Division. He has over 25 years of experience in construction and construction materials engineering. Mr. Genovese is a licensed Professional Engineer in the State of Colorado and manages all aspects of Quality Control for all product lines including Asphalt and Paving, Ready Mix and Aggregates.

**Jerimy Runner – Area Production Manager (Metro / Northern)**

Mr. Runner has over 32 years of experience in the construction management, operations and construction materials fields. Mr. Runner oversees the two shops located in the metro and northern markets as well as the 5 asphalt production facilities spread out between the metro and northern areas. Mr. Runner has a Bachelor's of Science degree in Soils from Colorado State University.

**Justin Jordan – Operations Manager (Northern)**

Mr Jordan has over 30 Years of Paving and Road construction experience. He has worked with CDOT and various cities and counties Throughout the front range of Colorado. Managing and overseeing the projects and schedules in multiple roles throughout his career.

**Kenneth Carter – Chief Estimator and Construction Manager (Northern)**

Mr. Carter has over 20 years of extensive construction experience in estimating and project management of DOT, Federal, Municipal, Commercial & Private construction projects. He is an Army Veteran being honorable discharged in 2000. He holds a Construction Management degree from Texas State.

**Jed Foust – Area Plant Manager (Northern)**

Mr. Foust has over 27+ years of construction experience. His role oversees management, production and maintenance of the two asphalt plants in the Northern Colorado Area. Jed's experience working in a variety of functions of the asphalt and paving industry has been a benefit in the production of quality mix and reliability at the asphalt plants. The Northern group has received a number of awards from NAPA and CAPA for quality.

**Ted Lowder – General Manager (Southern)**

Mr. Lowder has over 35 years of experience in the construction industry. He is responsible for all areas of the business in Southern Colorado including safety, sales, production and operations.

**Terry Oliver – Operations Manager (Southern)**

Mr. Oliver has over 25 years of experience of heavy highway construction management and operations.

**Nick Guerra – Area Project Manager (Southern)**

Mr. Guerra has over 15 years of extensive construction experience including estimating and project management of DOT, Federal, Municipal, Commercial and Private construction projects. He holds a civil engineering degree from Colorado State University.

**Darren Koch – Asphalt Plant Manager (Southern)**

Mr. Koch has over 20 years of construction experience. His role oversees management, production and maintenance of the three asphalt plants in the Southern Area. The Southern group has received a number of awards from NAPA and CAPA for quality.

**The Martin Marietta, Asphalt and Paving District employees approximately 600 highly skilled Coloradoans with thousands of years of combined construction knowledge and experience.**



1627 Cole Blvd, Suite 200  
Lakewood, CO 80401

Main # 720-245-6400  
Email Colorado.Bids@MartinMarietta.com  
Website www.MartinMarietta.com

**LARGEST COMPLETED CONTRACTS \***

Initial Contract Amount	Final Contract Amount	Category Value	Self Performed Value	Project Name	Owner's Name, Address & Phone	Project Description	Completion Date
\$1,121,469.00	\$1,317,300.00	>\$1M	\$1,139,567	SOLSTICE FL 1 PH 1, 2 & 3	SHEA HOMES 9380 Station St. Ste. 600 Lone Tree, Co 80124 McDonald 303-748-9905 John	Remove/Replace Asphalt, Mill & Overlay	Oct-23
\$145,155.00	\$2,771,735.00	>\$1M	\$1,733,541	38TH AVE - PICADILLY TO TIBET	TOWER METRO DISTRICT 20100 E. 32nd. Parkway Ste. 150 Aurora, Co 80011 Randell Hertel 303.371.1400	Remove/Replace Asphalt, Mill & Overlay	Oct-23
\$1,884,545.00	\$1,994,228.00	>\$1M	\$1,652,219	CANYONSIDE LOOP & BRIDGE	SHEA HOMES 9380 Station St. Ste. 600 Lone Tree, Co 80124 Rochelle Steveson 720.348.3326	Remove/Replace Asphalt, Mill & Overlay	Apr-23
\$1,044,668.00	\$1,059,762.00	>\$1M	\$798,528	COPPERLEAF BLVD IMPROVEMENTS	RICHMOND AMERICAN HOMES 430 S. Monaco St. Denver, Co 80237 Rafe Messer 720.363.5462	Remove/Replace Asphalt, Mill & Overlay	Aug-23
\$3,618,938.00	\$3,487,184.00	>\$1M	\$2,075,047	CDOT US 36 LYONS SOUTH	CDOT 1050 Lee Hill Dr. Boulder, Co 80302 Daniel Marcucci 303.921.3091	Remove/Replace Asphalt, Mill & Overlay	Dec-23



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\$7,296,262.00	\$7,532,194.00	>\$1M	\$5,609,950	JEFFERSON CNTY 2023 ASPHALT O	JEFFERSON COUNTY BLDG. & MAINT. 100 Jefferson County Parkway Ste. 4500 Golden, Co 80401 Barbra Miller 303.271.8585	Remove/Replace Asphalt, Mill & Overlay	Dec-23
\$5,577,365.00	\$5,584,200.00	>\$1M	\$3,805,338	CENTENNIAL 2023 ST REHAB	CITY OF CENTENNIAL 13133 E. Arapahoe Rd. Centennial, CO 80112 Patrick Gunn 847.863.5026	Remove/Replace Asphalt, Mill & Overlay	Dec-23
\$7,371,854.00	\$6,043,455.00	>\$1M	\$4,392,535	WESTMINSTER 2023 ASPHALT PAVEM	CITY OF WESTMINSTER 6575 W. 88th. Ave. Westminister, Co 80031 Brock Hufford 303.658.2527	Remove/Replace Asphalt, Mill & Overlay	Dec-23
\$6,434,377.00	\$6,077,515.00	>\$1M	\$3,983,009	LAKEWOOD 2023 OVERLAY PROGRAM	CITY OF LAKEWOOD 480 S. Allison Parkway Lakewood, Co 80226 Chase Kozoh 720.329.4282	Remove/Replace Asphalt, Mill & Overlay	Dec-23
\$1,194,623.00	\$942,115.00	<\$1M	\$637,012	BROOMFIELD 2023 OVERLAY PROGRA	CITY AND COUNTY OF BROOMFIELD One Descombs Dr. Broomfield, Co 80020 Alex Ingalls 303.464.5675	Remove/Replace Asphalt, Mill & Overlay	Dec-23
\$954,881.00	\$928,735.00	<\$1M	\$607,760	GOLDEN 2023 ST. IMPROVEMENT	CITY OF GOLDEN 1445 Tenth St. Golden, Co 80401 John Hardy 303.384.8195	Remove/Replace Asphalt, Mill & Overlay	Dec-23

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\$13,279,196.00	\$11,656,585.00	>\$1M	\$5,654,288	2023 GREELEY KGM PAVEMENT	CITY OF GREELEY - STREETS 1100 10th. St. Greeley, Co 80631 Shantelle Griego 970.350.9333	Remove/Replace Asphalt, Mill & Overlay	Dec-23
\$3,392,519.00	\$3,280,454.00	>\$1M	\$1,717,876	FORT MORGAN 2023 HBP PAVING	CITY OF FORT MORGAN PO BOX 100 Fort Morgan, Co 80701 JW Willis 970.768.4207	Remove/Replace Asphalt, Mill & Overlay	Dec-23
\$14,315,991.00	\$23,184,412.00	>\$1M	\$19,906,759	NORTH I-25 EXPRESS LANES	KRAEMER NORTH AMERICA 900 West Castleton Rd. Ste. 220 Castle Rock, Co 80109 Daniel Jones 720.930.9781	Remove/Replace Asphalt, Mill & Overlay	Dec-23
\$35,976,194.00	\$31,858,809.00	>\$1M	\$21,850,694	Aurora 2023 Overlay Program	City of Aurora 15151 E. Alameda Pkwy. Aurora, Co 80012 Aaron Vance 303.739.7000	Remove/Replace Asphalt, Mill & Overlay	Dec-23
\$2,577,411.00	\$2,719,134.00	>\$1M	\$2,448,336	Majestic Commercenter PH 11. Bldg 10-12	Commerce Construction Co. 20100 E. 32nd Parkway Ste. 150 Aurora, Co 80011 Ismael Acosta 303-371-1400	Remove/Replace Asphalt, Mill & Overlay	May-23
\$2,686,353.60	\$1,957,707.00	>\$1M	\$1,644,649	Independence FL.2-3 & Hancock	IHC Scott Contracting PO Box 1955 Orem, UT 84059 Jeron Siegert 720-490-7466	Remove/Replace Asphalt, Mill & Overlay	Jun-23

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\$1,160,017.00	\$1,331,201.00	>\$1M	\$1,085,815	CDOT I-70 Structure MP211 - 35543	Kraemer North America 900 W. Castleton Rd. Ste. 200 Castle Rock, Co 80109 - <b>GC</b> Jeff Stevenson 720-493-2772	Remove/Replace Asphalt, Mill & Overlay	Aug-22
\$3,847,183.00	\$4,371,014.00	>\$1M	\$2,825,852	CENTENNIAL 2022 STREET REHABILITATION - 35775	City of Centennial 13133 E. Arapahoe Road Centennial, CO 80112 - <b>SUB</b> Lewis Hoffman 303-325-8032	Remove/Replace Asphalt, Mill & Overlay	Nov-22
\$7,377,568.00	\$7,905,684.00	>\$1M	\$5,871,121	2022 City of Lakewood Overlay - 35785	City of Lakewood 480 S. Allison Parkway Lakewood, CO 80226 - <b>SUB</b> Kyle Beck 303-987-7951	Remove/Replace Asphalt, Mill & Overlay	Oct-22
\$1,448,559.00	\$1,041,836.00	>\$1M	\$789,028	Golden 2022 Street Improvement - 35815	City of Golden 1445 10th Street Golden, CO 80401 - <b>SUB</b> John Hardy 303-384-8195	Remove/Replace Asphalt, Mill & Overlay	Nov-22
\$1,851,702.00	\$1,904,908.00	>\$1M	\$1,360,398	Wheat Ridge 2022 Asphalt Overlay - 35820	City of Wheat Ridge 7500 West 29th Avenue Wheat Ridge, CO 80033 - <b>SUB</b> Russ Higgins 303-235-2869	Remove/Replace Asphalt, Mill & Overlay	Oct-22
\$2,101,381.91	\$2,829,846.83	> \$1M	\$2,425,436	High Point 1A Metro & Bldg. 1 - 35724	Mortenson Construction 1621 18th Street, Ste 400 Denver, CO 80202 - <b>GC</b> Joel Holland 720-920-4313	Remove/Replace Asphalt, Mill & Overlay	Oct-22

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**LARGEST COMPLETED CONTRACTS \***

Initial Contract Amount	Final Contract Amount	Category Value	Self Performed Value	Project Name	Owner's Name, Address & Phone	Project Description	Completion Date
\$1,409,533.00	\$1,293,062.00	> \$1M	\$1,031,400	Medtronics Office Campus - 35544	Ryan Companies E. Camelback Rd. AZ 85018 - GC Lamphere 303-472-3546 3900 Phoenix, Dan	Remove/Replace Asphalt, Mill & Overlay	Apr-22
\$1,916,592.94	\$1,788,478.87	> \$1M	\$1,288,545	Town of Parker 2022 Resurfacing - 35770	Town of Parker 20120 E Mainstreet Parker, CO 80138 - SUB John Mounier 303-840-8241	Remove/Replace Asphalt, Mill & Overlay	Aug-22
\$1,833,621.37	\$1,437,359.10	> \$1M	\$1,295,112	Wolf Creek Run West FL1 - 35533	Forestar Real Estate Group 9555 S. Kingston Ct. STE. 200 Englewood, Co 80112 - GC 303-669-5133 Bryan Reid	Remove/Replace Asphalt, Mill & Overlay	Apr-22
\$1,884,546.37	\$1,688,138.03	> \$1M	\$1,346,039	Canyonside Loop & Bridge - 35728	Shea Homes 9380 Station St Ste 600 Lone Tree, CO 80124 - GC Eric Sandri 720-236-6474	Remove/Replace Asphalt, Mill & Overlay	Oct-22
\$1,017,939	\$827,112	> \$1M	\$508,716	Wheat Ridge 2021 Overlay	City of Wheat Ridge 7500 West 29th Avenue Wheat Ridge, CO 80033 Russ Higgins 303-235-2869	Remove/Replace Asphalt, Mill & Overlay	Dec-21
\$1,368,529	\$1,218,633	> \$1M	\$884,822	Golden 2021 Street Maintenance	City of Golden 1445 10th Street Golden, CO 80401 John Hardy 303-384-8195	Remove/Replace Asphalt, Mill & Overlay	Nov-21

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**LARGEST COMPLETED CONTRACTS \***

Initial Contract Amount	Final Contract Amount	Category Value	Self Performed Value	Project Name	Owner's Name, Address & Phone	Project Description	Completion Date
\$1,950,414	\$1,926,642	> \$1M	\$1,212,778	Parker 2021 Townwide Resurface	Town of Parker 20120 E Mainstreet Parker, CO 80138 John Mounier 303-840-8241	Remove/Replace Asphalt, Mill & Overlay	Dec-21
\$1,958,723	\$3,456,925	> \$1M	\$2,379,033	Lakewood 2020 Overlay	City of Lakewood 480 S. Allison Parkway Lakewood, CO 80226 Kyle Beck 303-987-7951	Remove/Replace Asphalt, Mill & Overlay	May-21
\$2,048,929	\$2,014,224	> \$1M	\$1,378,307	Centennial 2020 Street Rehab	City of Centennial 13133 E. Arapahoe Road Centennial, CO 80112 Lewis Hoffman 303-325-8032	Remove/Replace Asphalt, Mill & Overlay	May-21
\$2,200,590	\$2,538,898	> \$1M	\$2,288,858	Quincy Ave & Gun Club Road	SEMA Construction Inc. 7373 S Eagle Street Centennial, CO 80112 Steven Mills 303-627-2600	Remove/Replace Asphalt, Mill & Overlay	Sep-21
\$3,409,079	\$3,129,049	> \$1M	\$1,916,025	Centennial 2021 Street Rehab	City of Centennial 13133 E. Arapahoe Road Centennial, CO 80112 Lewis Hoffman 303-325-8032	Remove/Replace Asphalt, Mill & Overlay	Dec-21
\$4,022,513	\$5,998,762	> \$1M	\$4,574,037	Denver Bond Paving #4	City & County of Denver 201 West Colfax Avenue Denver, CO 80202 Norm Shaw 303-446-3546	Remove/Replace Asphalt, Mill & Overlay	Dec-21

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Initial Contract Amount	Final Contract Amount	Category Value	Self Performed Value	Project Name	Owner's Name, Address & Phone	Project Description	Completion Date
\$4,626,484	\$5,826,905	> \$1M	\$3,325,467	Denver South Bond Paving	City & County of Denver 201 West Colfax Avenue Denver, CO 80202 Norm Shaw 303-446-3546	Remove/Replace Asphalt, Mill & Overlay	Mar-21
\$6,743,133	\$6,174,168	> \$1M	\$4,276,711	Lakewood 2021 Overlay	City of Lakewood 480 S. Allison Parkway Lakewood, CO 80226 Kyle Beck 303-987-7951	Remove/Replace Asphalt, Mill & Overlay	Dec-21
\$10,567,974	\$11,348,526	> \$1M	\$8,116,256	Douglas County 2022 Overlay	Douglas County 100 3rd Street Castle Rock, CO 80104 Daniel Roberts 303-396-5627	Remove/Replace Asphalt, Mill & Overlay	May-21
\$1,482,577		> \$1M		Lafayette 2021 Citywide Street Rehab	City of Lafayette 1290 S. Public Road Lafayette, CO 80026 Jolietta Woodson 303-661-1274	Mill & Overlay	Jun-21
\$8,208,309	\$6,274,676	> \$1M	\$5,333,475	Adams County 2020 Overlay	Adams County 4430 S. Adams County Pkwy Brighton, CO 80601 Gordan Stevens 303-947-9633	Remove/Replace Asphalt, Mill & Overlay	Dec-20
\$4,955,853	\$4,955,853	> \$1M	\$3,369,980	Denver Northeast Bond	City & County of Denver 201 West Colfax Avenue Denver, CO 80202 Norm Shaw 303-446-3546	Remove/Replace Asphalt, Mill & Overlay	Oct-20

2024 T&M  
Rates

<b>LABOR</b>	Rate/	Unit	Unit
Foreman	\$ 92.00	HR	
Laborer	\$ 58.00	HR	
Operator	\$ 77.00	HR	
Project Manager / Superintendent	\$ 125.00	HR	

**EQUIPMENT**

Asphalt Roller (Combo, Vib, Rubber, Steel)	\$ 90.00	HR	
Backhoe	\$ 100.00	HR	
Blade	\$ 135.00	HR	
Broom	\$ 165.00	HR	
Dirt Roller / Compactor	\$ 132.00	HR	
Loader (906, 907, 908, 914)	\$ 95.00	HR	
Loader (924, 936, 950)	\$ 115.00	HR	
Patch Truck	\$ 115.00	HR	
Paver )(Large)	\$ 220.00	HR	
Paver (Weiler)	\$ 175.00	HR	
Saw	\$ 158.00	HR	
Scraper	\$ 142.00	HR	
Service Truck / Tools	\$ 67.00	HR	
Skid Steer w/ Attachments	\$ 111.00	HR	
Air Compressor	\$ 90.00	HR	
Foreman Pickup / Tools	\$ 53.00	HR	

**Trucks w/ Driver**

Distributor Truck	\$ 215.00	HR	
Lowboy	\$ 175.00	HR	
Tandem Dump Truck	\$ 105.00	HR	
Tractor Trailer	\$ 145.00	HR	
Water Truck	\$ 110.00	HR	

**ASPHALT & BASE**

	\$ -		
Class 1 Structural Fill	\$ 15.00	TON	
Class 6, Recycled Concrete	\$ 25.00	TON	
Class 6, Road Base	\$ 25.00	TON	
Crusher Fines	\$ 15.00	TON	
G Rap (1 1/2")	\$ 65.00	TON	
Recycled Asphalt	\$ 18.00	TON	
S Rap (3/4")	\$ 75.00	TON	
S Virgin (3/4")	\$ 90.00	TON	
SX Rap (1/2")	\$ 78.00	TON	
SX Virgin (1/2")	\$ 92.00	TON	

<b>TACK</b>	\$ 5.00	GAL	
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# REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

**Date of RFP Issuance:** 5-21-24  
**Project Number:** 24-05  
**RFP Title:** **Palmer Ave Patch Repair**  
**Proposals Due:** June 3, 2024, 10:00 a.m., Local Time  
**Submit Proposals to:**

All attachments must be uploaded and sent to the submission form link below:

[Submission Form](#)

**For Additional Information Please Contact:** Robin Price Public Works Director  
(303) 644-3249 Ext. 1013  
Email: [rprice@bennett.co.us](mailto:rprice@bennett.co.us)

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

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

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

## PRINT OR TYPE YOUR INFORMATION

Name of Company: Metro Pavers Inc Fax: \_\_\_\_\_  
Address: 7875 I-76 Frontage Rd City/State: Henderson Zip: 80640  
Contact Person: Taylor Maldonado Title: Estimator Phone: 303-427-5575  
Authorized Representative's Signature: *Juan Evans* Phone: 720.607.5083  
Printed Name: Juan Evans Title: Business Development Date: 6/3/2024  
Email Address: juane@metropaversinc.com



## PROJECT BACKGROUND AND SPECIFICATIONS

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### I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to **Palmer Ave Patch Repair**("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Proposals ("RFP").

### II PROJECT DESCRIPTION

Palmer Ave patching is an area of the Town that receives a high amount of traffic use. The stretch of Palmer that will be included in the bid runs directly west of Trupp Park. The area that we will include for patching runs west of 1<sup>st</sup> Avenue/and Trupp Park and is our second highest heavy truck route for access to Converse and Colfax Ave.

### III SCOPE OF WORK

Palmer Ave: Bid includes removal and patching approximately 13,500 sf of 8" asphalt and replacement of in kind. Project will need to be done in two lifts. Subgrade prep needed. Add shouldering as needed.

### IV PROJECT SCHEDULE

Anticipated milestones for the Project are as follows:

May 21, 2024	Issue Request for Proposal
June 3, 2024 10:00 a.m.	Proposal Submittal Deadline
June 3, 2024	Bid Opening (Please Note: Not a Public Opening!
June 12, 2024	Award Contract
June 17, 2024	Begin Work
June 28, 2024	Commence Work

## RFP INSTRUCTIONS

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### I QUESTIONS ABOUT RFP

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

### 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).
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 electronically on the link [here](#) :

They will not be accepted through e-mail or the bidnet submission form :

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.

May 21, 2024	Issue Request for Proposal
June 3, 2024	Proposal Submittal Deadline
June 3, 2024	Bid Opening
June 12, 2024	Award Contract

## TERMS AND CONDITIONS

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

made available to the selected contractor.

- 8. Pricing.** Proposers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
- 9. No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
- 10. Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
- 11. Equal Opportunity.** The Town intends and expects that the contracting processes of the Town and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract.

## SPECIAL TERMS AND CONDITIONS

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

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

**NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1<sup>st</sup> of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

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

**JOINT VENTURES ARE ENCOURAGED.** The Proposer shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

## PRICING FORM

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### I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	13,500	SF	Removal of 8" asphalt on Palmer that is marked prior to work. Replace with 8" includes subgrade work and 2 lifts. Add shouldering as needed.	\$13.68	\$184,680.00
			<b>Total</b>		<b>\$184,680.00</b>

Not to Exceed Total: One hundred eighty four thousand six hundred eighty dollars and zero cents

## SUBMISSION FORM

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**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you submit on the required link on page 1.

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

Attn: Person in Charge  
Title  
RFP:

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

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

State percentage of prompt payment discount, if offered \_\_\_\_\_o\_\_\_\_ % \_

State total bid price (include all items bid) \$184,680.00

State total bid price with discount \$184,680.00

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



# Request for Taxpayer Identification Number and Certification

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

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

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Metro Pavers, Inc</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
		<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> <b>C Corporation</b></p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>PO Box 601</b></p> <p><b>6</b> City, state, and ZIP code  <b>Henderson, CO 80640</b></p>	<p>Requester's name and address (optional)  <b>Town of Bennett</b></p>
		<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
8	4	-	0	6	9	2	6	4	0

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Jamie Towes</i>	Date ▶ 1/1/2024
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## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
OR  
Federal Identification Number 84-0692640

Name of Business Owner (please print)                     Mikey Sasina                    

Check Appropriate Box:

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

(Must explain)

**CERTIFICATION**

Under penalties of perjury, I certify that:

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

Signature Juan Evans  
Date 06/03/2024

Print Name: Juan Evans

Telephone Number ( 720 ) 607-5083

**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



Town of Bennett  
207 Muegge Way  
Bennett, CO 80012

Metro Pavers Inc. is dedicated to delivering exceptional customer satisfaction by expertly managing projects from start to finish. We view challenges as opportunities for growth, consistently providing innovative solutions that define industry standards for quality and reliability. Commitment to delivering high-quality paving solutions that meet or exceed industry standards and customer expectations. With almost 50 years in the industry we strive to be proficient in all areas of Asphalt and Concrete flatwork in and around municipal boundaries.

This project could start end of June early July. Completed operations within 3 days.

Principal Contact:  
Juan Evans  
7230 Gilpin Way #180  
Denver CO 80229  
Cell: 303-668-6656  
Office: 303-427-5575  
[Juane@metropaversinc.com](mailto:Juane@metropaversinc.com)

Similar Jobs:

City of Boulder – James Smith, 303,441,3295 [SmithJ@BoulderColorado.gov](mailto:SmithJ@BoulderColorado.gov) - \$1,200,000

Town of Erie – George Hubert, 303.926.2889, [GeorgeH@ErieCo.gov](mailto:GeorgeH@ErieCo.gov) \$1,450,000

Town of Louisville – Geoff Nettleton, 303.335.4603, [GNettleton@LouisvilleCo.gov](mailto:GNettleton@LouisvilleCo.gov) \$1,800,000



7875 I-76 Frontage Road  
 Henderson CO, 80640  
 (303) 427-5575

PROPOSAL #

<b>PROPOSAL SUBMITTED TO:</b>	<b>JOB NAME:</b>
Town Of Bennett Robin Price	Palmer Ave Bennett, CO  <i>Estimated by Taylor Maldonado 303-960-3779</i>

<b>PHONE NUMBER: 303-644-3249</b>	<b>DATE: May 30, 2024</b>
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DESCRIPTION	Quantity	Units	Unit Price	Line Total
Road Base	13,500	SF	\$3.28	\$44,280.00
Asphalt Patching remove	13,500	SF	\$2.90	\$39,150.00
Asphalt Patching Install	13,500	SF	\$7.50	\$101,250.00

<b>TOTAL</b>	<b>\$184,680.00</b>
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**Note: Metro Pavers, Inc. is not responsible for any permits or testing. All work is to be done during regular business hours, Monday thru Friday 7:30a.m. – 5:00p.m. There will be no work performed on Saturday or Sunday unless prior arrangements have been approved by Metro Pavers, Inc. all work to be measured upon completion.**

We propose hereby to furnish material and labor- complete in accordance with the above specification, for the sum of (TBD) Payment Due Upon Completion (Quantities to be measured upon completion)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_



## **1. Statements of Qualifications**

Established in 1992, A-1 Chipseal Company is a comprehensive asphalt maintenance and pavement preservation firm situated in Denver, Colorado. As the largest contractor specializing in pavement maintenance across the Front Range, we offer a complete spectrum of services using top-notch materials. With a workforce exceeding 210 employees and 15 proficient crews overseeing projects year-round. A-1 Chipseal and Rocky Mountain Pavement exemplify professionalism, integrity, honesty, and extensive experience. We take immense pride in our achievements and strive to set the standard in asphalt pavement preservation. A-1 Chipseal Company has an impeccable track record with no bond claims or legal disputes. Our qualifications make us the ideal choice for completing projects for the Town of Bennett.

Founded in 1992, A-1 Chipseal Company initially operated as a Chipseal Contractor. By 2006, the company expanded its offerings to include Slurry Seal and Crack Seal services. In January 2009, A-1 Chipseal Co. underwent significant growth with the acquisition of the assets of Rocky Mountain Pavement, Inc., transitioning into a full-service asphalt maintenance contractor. Branching out further, in 2016, the company established a presence in Colorado Springs. Expanding its service portfolio, September 2022 marked another milestone as A-1 acquired Rocky Mountain Parking Lot Services, enhancing its capabilities to include parking lot striping, snow removal, and sweeping maintenance. Continuing its strategic expansion, in May 2023, A-1 purchased the assets of Altitude Concrete, thereby offering concrete services. The company's diversification journey continued in March 2024, when it ventured into the milling business through the acquisition of CU Onsite Solutions' assets. A-1 Chipseal Co. is owned by Daniel Gryzmala & Nick Zieser, employing 210 individuals during the peak asphalt season, and completing approximately 1200 projects annually.

A-1 Chipseal Co.'s principal office is located at 2505 E. 74<sup>th</sup> Ave., Denver, CO 80229. Our Colorado Springs Branch is located at 7231 Cole View, Colorado Springs, CO 80915. A-1 Chipseal's financial stability is demonstrated with our strong financial backing, by both our banking relationship and our bonding relationship.

## Key Personnel – All 100% Local



Name	Years of Experience	Present Position	Skills/Responsibilities	Current/Past Employment
Daniel J. Gryzmala	23	President, Estimator, Owner	Operations, Estimating, Contract Compliance, EEO & Safety Manager, Quality Assurance, Customer Service, Cost Accounting, Board of Directors	A-1 Chipseal Co. 2007 - Current R.G. Insulation 2001-2007
Nick Zieser	38	Treasurer, Owner	Financial Advisor, CPA, Problem Solving, Acquisitions, Legal, Board of Directors	A-1 Chipseal Co. 2007-Current CFO Management 2009-Current Medellion Mezzanine 1997-2009 KPMG, LLP 1985-1997
Joshua Kruger	28	Vice President, Sales	Estimating, Customer Service, Cost Accounting, Job Performance, Contract Compliance, Project Management, Crew Management	A-1 Chipseal Co. 2009 - Current Aztec 1998 - 2008
Rick Whitfield	41	Vice President, Operations	Operations, EEO & Safety Manager, Quality Assurance, Customer Service, Cost Accounting, Project Management, Job Performance, Board of Directors	A-1 Chipseal Co. 2009 - Current Black Rock Paving 2004-2009 Lafarge West Inc. 1983-2004
Stephanie Wallis	23	Controller, Corporate Secretary	Cost Accounting, Contract Compliance, EEO & Safety, Financial Review, Audits, Customer Service, Board of Directors	A-1 Chipseal Co. 2007-Current W.L. Contractors 2005-2007 AmWest Well and Pump 2001-2005
Chelsea Pederson	7	Job Cost Accountant, Accounts Receivable	Cost Accounting, Unit Price Billing, AIA Billings, Contract Compliance, Payroll, Human Resources	A-1 Chipseal Co. 2017 - Current
Mallory Bitzer	15	Senior Estimator	Estimating, Customer Service, Cost Accounting, Job Performance, Contract Compliance, Project Management	A-1 Chipseal Co. 2009-Current
Scott Vogl	17	Operations Manager	Customer Service, Crew Management, Job Performance, Employee Training, Safety	A-1 Chipseal Co. 2007 - Current
Jesus Ruelas	14	Asphalt Superintendent	Customer Service, Crew Management, Job Performance, Employee Training, Safety	A-1 Chipseal Co. 2009 - Current

## 2. Proposed Project Team

Jesus Ruelas – Project Superintendent

Mallory Bitzer – Project Manager

Gillian Reid – Contracts Manager

## Subcontractors

J&J Trucking  
8111 E 131st Ct  
Thornton, CO 80602  
[jjtruckinginc@hotmail.com](mailto:jjtruckinginc@hotmail.com)

## 3. Project Approach

Town of Bennett to set road closure for patching areas along Palmer Ave. Town of Bennett will mark patching areas to be completed on site.

- 1) Mill Out Marked Patched Areas to 8"
- 2) Inspect Subgrade with Town Inspector
- 3) Reconstruction road base or stabilization as needed. Town requires 4"-8" of subgrade prep work.
- 4) Pave Bottom Lift 4" with S ¾" Mix with 20% RAP
- 5) Pave Top Lift 4" with S ¾" Mix with 20% RAP (or as directed by Town Inspector)
- 6) Address Native Soil (Shouldering as needed)
- 7) Final Sign off with Town Inspector

4. Project Descriptions & References

A-1 Chipseal Co.  
50 Largest Jobs  
2019 - 2023

Job No.	Initial Contract \$ Amount	Final Contract \$ Amount	Billed Performance \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
13040	\$ 4,499,999.99	\$ 5,063,354.08	\$ 4,387,104.06	El Paso County	El Paso County 200 Cascade Ave. Upper Level Colorado Springs, CO 80903 Jake Harper (719) 368-9049	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	12/31/23	No
12017	\$ 3,996,889.80	\$ 3,870,496.15	\$ 3,670,154.37	City of Aurora-2022 Project	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	01/31/23	No
12099	\$ 3,987,782.03	\$ 4,062,787.26	\$ 2,291,305.75	City of Brighton-2022 Project	City of Brighton 22 South 4th Ave Brighton, CO 80601 Bill Allen (303) 655-2036	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	04/21/23	No
11258	\$ 3,986,575.80	\$ 4,982,533.35	\$ 4,309,982.80	Denver 2020 Chipseal Program	City & County of Denver 201 W. Colfax Ave. Dept 908 Denver, CO 80202 Accounts Payable (303) 446-3466	Chip Seal, Crack Seal	12/31/20	No
12884	\$ 3,692,566.65	\$ 3,123,201.81	\$ 2,619,917.76	Aurora - 2023 Surface Trm Prog	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	12/30/23	No
11546	\$ 3,544,870.05	\$ 3,764,955.26	\$ 2,615,001.33	City of Broomfield	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Justin Mundt (303) 464-5675	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	12/18/21	No
11617	\$ 3,321,849.51	\$ 3,547,601.04	\$ 1,998,147.59	City of Brighton	City of Brighton 22 South 4th Ave Brighton, CO 80601 Bill Allen (303) 655-2036	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	08/31/22	No
11259	\$ 3,202,015.00	\$ 3,195,946.19	\$ 2,031,599.84	Brighton 2020 Street Project	City of Brighton 22 South 4th Ave Brighton, CO 80601 Bill Allen (303) 655-2036	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	09/24/21	No
12098	\$ 3,102,258.81	\$ 3,118,662.39	\$ 1,888,354.48	City of Broomfield	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Justin Mundt (303) 464-5675	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	12/31/22	No
13008	\$ 2,998,862.64	\$ 3,146,243.25	\$ 2,134,031.18	City of Broomfield	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Justin Mundt (303) 464-5675	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	12/11/23	No
10748	\$ 2,972,122.78	\$ 2,900,967.07	\$ 1,644,216.26	Broomfield 2019 Street Project	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Justin Mundt (303) 464-5675	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	12/13/19	No
11172	\$ 2,848,940.52	\$ 2,427,400.02	\$ 2,369,626.55	City of Colorado Springs	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Chip Seal	11/30/20	No
11208	\$ 2,752,957.27	\$ 2,752,356.67	\$ 2,584,776.58	Aurora 2020 Surface Treatment	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	12/18/20	No
13044	\$ 2,717,807.00	\$ 2,712,883.22	\$ 2,667,320.70	2023 Ft. Collins - Asphalt	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsh - Finance Debbie D (970) 416-2091	Chip Seal, Slurry Seal	10/06/23	No
10738	\$ 2,263,994.02	\$ 2,267,866.27	\$ 2,200,415.72	Aurora 2019 Surface Trmt Proj	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	12/13/19	No
12971	\$ 2,121,000.01	\$ 1,896,530.00	\$ 1,894,885.00	CO NP Multi PMS	VSS International, Inc. PO Box 981330 West Sacramento, CA 95798  (916) 373-1500	Chip Seal	09/25/23	No
12093	\$ 2,016,965.01	\$ 1,946,568.40	\$ 1,926,478.94	City of Fort Collins	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsh - Finance Debbie D (970) 416-2091	Chip Seal, Slurry Seal	10/31/22	No
11610	\$ 1,950,995.29	\$ 1,960,414.46	\$ 1,821,644.68	City of Aurora	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	11/30/21	No

**A-1 Chipseal Co.**  
**50 Largest Jobs**  
**2019 - 2023**

Job No.	Initial Contract Amount	Final Contract Amount	Self-Performed Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Uninjured Damages
10828	\$ 1,928,396.51	\$ 2,387,706.16	\$ 1,531,078.39	Brighton 2019 Street Project	City of Brighton 22 South 4th Ave Brighton, CO 80601 Bill Allen (303) 655-2036	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	09/30/20	No
11589	\$ 1,798,562.21	\$ 1,670,322.71	\$ 1,644,814.21	City of Fort Collins	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsch - Finance Debbie D (970) 416-2091	Chip Seal, Slurry Seal	07/31/21	No
10824	\$ 1,759,196.39	\$ 1,639,711.84	\$ 1,635,302.06	Ft Collins 2019 Asphalt Progra	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsch - Finance Debbie D (970) 416-2091	Chip Seal, Slurry Seal	09/27/19	No
11547	\$ 1,726,505.86	\$ 1,693,239.59	\$ 957,934.56	CDOT Region 4 Overlay Project	Colorado Dept. of Transport. 4201 E. Arkansas Room 158 Denver, CO 80222 Danielle Mire (720) 299-5552	Chip Seal, Striping	08/31/21	No
12138	\$ 1,676,136.73	\$ 1,655,735.88	\$ 1,640,237.88	Colorado Springs	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Chip Seal	11/30/22	No
11987	\$ 1,644,815.75	\$ 1,604,516.82	\$ 523,793.74	City of Westminster	City of Westminster 6575 West 88th Ave. Westminster, CO 80030 Barb - Finance A/P NET 30 days (303) 658-2522	Chip Seal, Striping	07/31/22	No
11666	\$ 1,568,164.61	\$ 1,536,037.21	\$ 1,511,192.38	City of Colorado Springs	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Chip Seal	10/15/21	No
12987	\$ 1,498,065.66	\$ 1,478,418.28	\$ 1,344,695.35	Colorado Springs 2023 Chipseal	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Chip Seal	11/27/23	No
12955	\$ 1,434,194.51	\$ 1,396,001.24	\$ 1,365,902.68	City of Montrose	City of Montrose 433 S First Street Montrose, CO 81402 Ryan Cushenan (970) 240-1485	Chip Seal, Slurry Seal, Striping	08/18/23	No
12052	\$ 1,428,079.40	\$ 1,383,193.26	\$ 1,139,622.75	City of Montrose	City of Montrose 433 S First Street Montrose, CO 81402 Ryan Cushenan (970) 240-1485	Chip Seal, Slurry Seal, Striping	09/30/22	No
11177	\$ 1,395,258.56	\$ 1,363,218.50	\$ 1,347,671.10	Colo Springs 2020 Crackseal	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Crack Seal	01/11/21	No
12918	\$ 1,326,460.46	\$ 1,310,983.92	\$ 1,286,475.62	Colo Springs-2023 Slurry Proj	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Slurry Seal	11/01/23	No
12015	\$ 1,277,477.27	\$ 1,218,325.95	\$ 1,209,683.95	Adams County Gravel Chip	Adams County 4430 S. Adams County Parkway Brighton, CO 806018212 Liz Estrada (720) 523-6052	Chip Seal, Slurry Seal	09/11/22	No
12976	\$ 1,272,659.99	\$ 1,100,146.91	\$ 950,354.31	Adams County 2023 Seal Program	Adams County 4430 S. Adams County Parkway Brighton, CO 806018212 Liz Estrada (720) 523-6052	Slurry Seal, Asphalt, Crack Seal, Striping	12/30/23	No
12981	\$ 1,241,189.18	\$ 1,501,021.43	\$ 1,051,165.90	City of Arvada	City of Arvada P.O. Box 8101 Arvada, CO 800018101 Christopher Yaney (720) 898-7730	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	12/31/23	No
12958	\$ 1,187,975.16	\$ 1,187,729.65	\$ 1,141,788.14	City of Firestone	Town of Firestone PO Box 100 Firestone, CO 80520 Theo Abkes (303) 901-7903	Chip Seal, Striping	09/12/23	No
12208	\$ 1,150,902.18	\$ 1,019,018.97	\$ 680,568.52	City of Arvada	City of Arvada P.O. Box 8101 Arvada, CO 800018101 Christopher Yaney (720) 898-7730	Chip Seal, Slurry Seal, Crack Seal, Hot Chip Seal, Striping	12/31/22	No
12200	\$ 1,096,643.82	\$ 1,058,920.07	\$ 896,287.10	CDOT State Highway 728	Colorado Dept. of Transport. 4201 E. Arkansas Room 158 Denver, CO 80222 Danielle Mire (720) 299-5552	Chip Seal, Striping	09/30/22	No



**A-1 Chipseal Co.**  
**50 Largest Jobs**  
**2019 - 2023**

Job No.	Initial Contract \$ Amount	Final Contract \$ Amount	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
10922	\$ 1,036,792.56	\$ 1,061,598.74	\$ 1,054,662.42	Greeley 2019 Chip/Slurry Prog	City of Greeley 1000 10th Street Greeley, CO 80631 Pat Hill (970) 350-9450	Chip Seal, Slurry Seal	12/13/19	No
13199	\$ 1,023,656.95	\$ 1,023,656.95	\$ 815,378.37	Teller County Chipseal	Teller County Public Works 308-A Weaverville Rd Divide, CO 80814 Brad Shaw (719) 687-8812	Chip Seal, Striping	10/06/23	No
13010	\$ 997,098.69	\$ 930,881.63	\$ 833,151.15	Weld County-2023 Slurry Seal	Weld County 1150 O Street Greeley, CO 80631 Josh Holbrook (970) 304-6496	Slurry Seal, Crack Seal	08/25/23	No
12016	\$ 987,736.51	\$ 775,488.93	\$ 715,155.94	Adams County Slurry Seal	Adams County 4430 S. Adams County Parkway Brighton, CO 806018212 Liz Estrada (720) 523-6052	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	11/30/22	No
12100	\$ 978,670.62	\$ 995,206.92	\$ 992,557.74	Pueblo County	Pueblo County 33601 United Ave Pueblo, CO 81001 Larim Ayoub (719) 569-1633	Chip Seal, Slurry Seal	07/31/22	No
11750	\$ 967,655.01	\$ 902,800.37	\$ 845,621.42	Weld County	Weld County 1150 O Street Greeley, CO 80631 Josh Holbrook (970) 304-6496	Slurry Seal, Crack Seal	10/15/21	No
11292	\$ 967,146.20	\$ 912,630.03	\$ 864,891.66	Weld County	Weld County 1150 O Street Greeley, CO 80631 Josh Holbrook (970) 304-6496	Slurry Seal, Crack Seal, Striping	08/28/20	No
10794	\$ 957,716.16	\$ 923,669.43	\$ 893,286.47	Weld County 2019 Slurry Seal	Weld County 1150 O Street Greeley, CO 80631 Josh Holbrook (970) 304-6496	Slurry Seal, Crack Seal, Striping	09/23/19	No
11163	\$ 936,398.01	\$ 838,425.70	\$ 606,981.53	CDOT US 24 Alamosa	Colorado Dept. of Transportation 3803 N Main Ave Suite 100 Durango, CO 81301 Darrell Wells (970) 398-3626	Chip Seal, Striping	06/29/20	No
11612	\$ 887,461.40	\$ 740,602.30	\$ 709,181.30	Adams County	Adams County 4430 S. Adams County Parkway Brighton, CO 806018212 Liz Estrada (720) 523-6052	Slurry Seal, Asphalt, Crack Seal, Striping	09/30/21	No
13322	\$ 863,600.01	\$ 876,000.00	\$ 802,166.18	CU Anschutz Parking Repairs	CU of Denver Anschutz Center 13001 E 17th Place Aurora, CO 80045 David Perkins (720) 877-2734	Slurry Seal, Asphalt, Crack Seal, Concrete, Striping,	11/27/23	No
11210	\$ 840,002.02	\$ 795,175.22	\$ 787,015.44	Loveland 2020 Chipseal Project	City of Loveland 410 E 5th Street Loveland, CO 80537 Heather Ramseier - AP (970) 962-2310	Chip Seal	07/31/20	No
10796	\$ 839,138.86	\$ 967,741.18	\$ 293,622.05	Westminster 2019 Chipseal	City of Westminster 6575 West 88th Ave. Westminster, CO 80030 Barb - Finance A/P NET 30 days (303) 658-2522	Chip Seal, Hot Chip Seal, Striping	10/31/19	No
12162	\$ 820,881.34	\$ 741,979.60	\$ 718,959.80	Weld County	Weld County 1150 O Street Greeley, CO 80631 Josh Holbrook (970) 304-6496	Slurry Seal, Crack Seal, Striping	09/30/22	No

**5. Proposed Schedule**

We will have a crew start the work June 17<sup>th</sup> and be on site with completion by June 22<sup>nd</sup>.

**6. Detailed Fee Schedule**



Customer Bennett, Town of 207 Muegge Way Bennett, CO 80102-	Attention Robin Price (303) 644-3249 rprice@bennett.co.us Fax: (303) 644-4125	Date <b>06/03/24</b> Proposal # <b>34586</b>
Proposal for Bennett Street Repairs - Various - Bennett		

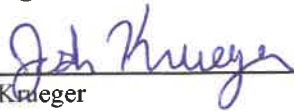
Item#	Description	Qty/Unit	Unit Price	Total Price
	Option# 1 Palmer Ave Patch Repair			
01	Removal of 8" asphalt on Palmer Ave that is marked prior....etc.	13,500 SF	\$14.54	\$196,290.00
Accepted _____ Total for Option# 1				\$196,290.00

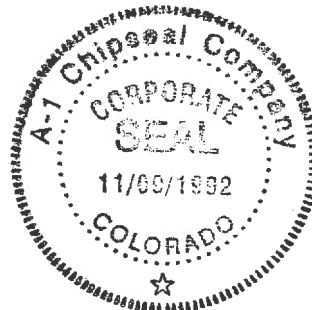
**Name, telephone number, email address and physical address of the individuals to contact regarding the proposal.**

Josh Krueger  
Vice-President  
A-1 Chipseal Co.  
2505 E. 74<sup>th</sup> Ave.  
Denver, CO 80229  
(303) 464-9267  
[jkrueger@a-1chipseal.com](mailto:jkrueger@a-1chipseal.com)

Mallory Bitzer  
Senior Estimator  
A-1 Chipseal Co.  
2505 E. 74<sup>th</sup> Ave.  
Denver, CO 80229  
(303) 419-3956  
[mbitzer@a-1chipseal.com](mailto:mbitzer@a-1chipseal.com)

**The signature of an authorized principal, partner, or officer of the Offeror.**

  
\_\_\_\_\_  
Josh Krueger  
Vice-President  
06/03/2024



# REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

**Date of RFP Issuance:** 5-21-24  
**Project Number:** 24-05  
**RFP Title:** **Palmer Ave Patch Repair**  
**Proposals Due:** June 3, 2024, 10:00 a.m., Local Time  
**Submit Proposals to:**

All attachments must be uploaded and sent to the submission form link below:  
[Submission Form](#)

**For Additional Information Please Contact:** Robin Price Public Works Director  
 (303) 644-3249 Ext. 1013  
 Email: [rprice@bennett.co.us](mailto:rprice@bennett.co.us)

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

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

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

### PRINT OR TYPE YOUR INFORMATION

Name of Company: A-1 Chipseal Co. Fax: 303-464-9261  
 Address: 2505 E. 74th Ave. City/State: Denver, CO Zip: 80229  
 Contact Person: Mallory Bitzer Title: Senior Estimator Phone: 303-419-3956  
 Authorized Representative's Signature: *Josh Krueger* Phone: 303-464-9267  
 Printed Name: Josh Krueger Title: Vice President Date: 06/03/2024  
 Email Address: Mbitzer@a-1chipseal.com



**PRICING FORM**

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**I PRICING (FOR EACH PARTICIPANT)**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	13,500	SF	Removal of 8" asphalt on Palmer that is marked prior to work. Replace with 8" includes subgrade work and 2 lifts. Add shouldering as needed.	14.54	196,290.00
			<b>Total</b>		196,290.00

Not to Exceed Total: \$196,290.00

*gh*

## SUBMISSION FORM

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**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you submit on the required link on page 1.

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

Attn: Person in Charge  
Title  
RFP: 24-05 Palmer Ave Patch Repair

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

YES / NO

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

YES / NO

State percentage of prompt payment discount, if offered

    N/A     %

State total bid price (include all items bid)

\$196,290.00

State total bid price with discount

\$196,290.00

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

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

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

**1 NAME OF FIRM:**

A-1 Chipseal Co.  
NAME (Legal Name)

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

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

A-1 Chipseal Co.  
NAME (As it appears on invoice)

2505 E. 74th Ave.  
ADDRESS

Denver, CO 80229  
CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**  
(If more than one remit to address, please attach on additional page.)

2505 E. 74th Ave.  
STREET ADDRESS

Denver, CO 80229  
CITY, STATE, ZIP

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

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

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

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

OR

Federal Identification Number

84- 1216817

Name of Business Owner (please print) Daniel J. Gryzmala

Check Appropriate Box:

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

(Must explain)

**CERTIFICATION**

Under penalties of perjury, I certify that:

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

Signature *Josh Krueger*  
Date 06/03/2024

Print Name Josh Krueger

Telephone Number ( 303) 464-9267



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

**FOR OFFICE USE ONLY:**

Individual/Sole Proprietorships: For Corporation:

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

Approved:

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>A-1 Chipseal Company</b>	
<b>2</b> Business name/disregarded entity name, if different from above <b>Rocky Mountain Pavement</b>	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2505 E 74th Ave.</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Denver, CO 80229</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
8	4	-	1	2	1	6	8	1	7

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Chitseaal Pederson</i>	Date ▶ <b>02/05/2024</b>
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## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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





# Town of Bennett

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

## REQUEST FOR PROPOSALS

### ADDENDUM #1

Date: May 28, 2024

Proposal Number: RFP 24-005

Proposal Title:

For Additional Information Please Contact: Robin Price, Public Works Director  
(303) 644-3249 ext 1013  
[rprice@bennett.co.us](mailto:rprice@bennett.co.us)

Documents Included in Addendum #1: None / This Page Only – see below information

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

Request for Proposals, various project information and instructions are modified as per the following:

1. For the 8" paving it is referenced to be completed in 2 lifts is it acceptable to do (1) S 4", (1) SX 4"? Or is a different lift design to be used?
  - **Yes, that would be acceptable.**
2. Is there a mix design specified for the paving work?
  - **See Attached.**
3. Would the Town consider a full reconstruction of Palmer Ave west of Trupp Park?
  - **If you can give a price as an add alternative for future budget. The reason we are doing patching is we do not have enough funding for a full reconstruction.**
4. With the railroad crossing along the roadway – is it the Town's intent to stay out of the ROW of the railroad crossing (within 50' of both sides)?
  - **Yes, we do not plan on being in the ROW of the railroad.**

*2/11*

5. Can the roadway be closed (i.e., detoured) to perform the work?
  - **Yes, there can be a full closure to perform the work as long as it is completed before school starts. Road closure will be done by the Town.**
6. Is there a staging area that the Town can provide for equipment overnight?
  - **Yes, we can provide staging for equipment overnight.**
7. How will the "as needed shouldering" work be paid? There is no line item for this work on the bid tab
  - **Please add a line item of all work included. This can be done on a separate bid tab that is provided by the bidder or on the current line item sheet.**
8. Can asphalt millings be used to backfill the shouldering as needed?
  - **No, just use the native soil for the shouldering of this project.**
9. Based on response above, is there a product that the Town would like to be used to backfill the shouldering?
  - **Currently the shoulder is the existing native soil. The Town only requires for the shouldering to be put back to the existing soil or original conditions.**
10. How will the "subgrade" work be paid? There is no line item for this work on the bid tab.
  - **As mentioned above please include the line item of what is included in the bid either on contractors bid sheet or on provided sheet.**
11. How will the "subgrade" work be determined on site? Are we to assume all patching areas will require subgrade work? At what depth does the Town require the contractor to over excavate the subgrade? Will the Town of Bennett inspector instruct contractors for areas to be addressed?
  - **Yes, you are to assume all patching areas will require subgrade work. Town of Bennett requires 4-8" subgrade prep unless specified otherwise by the inspector.**
12. Is a bid bond required for the project?
  - **No, there is no Bid Bond required.**
13. Will performance and payment bonds be required for the awarded contractor?
  - **Yes, performance bond is required no payment bond.**
14. I assume the shoulder work is just dirt, no road base?

- See answers above on 8 and 9.
15. I assume we can use 4<sup>th</sup> St to dispose of wet subgrade and get replacement material?
- **Town of Bennett would require to dispose of any wet subgrade at contractors' expense, but would allow additional soil material to be attained at 4<sup>th</sup> Street.**
16. Do we need to reseed any shoulder disturbance?
- **No reseeding is required for this project.**
17. Will Traffic Control Be Needed, and if so is this on the contractor to add to pricing?
- **This will be a road closure and Town of Bennett will provide the closure for the project.**
18. Does the contractor need to provide testing?
- **No, the Town Inspector will oversee the project.**
19. Will Permits need to be pulled? If so, are they waived, and which permits are needed?
- **Contractor will need to pull a Right of Way Permit and the fee will be waived.**
20. **Any work that is required for this job can be listed as a line item on the bid tab or the bidders form.**
21. Will these patches be ordinary 2' patching, or are they all different sizes in different areas of the road?
- **All patches are different sizes mainly on the south side of the road and will be no smaller than 8' to 12' widths with various lengths.**
22. Will a 3/4" with 20% RAP be okay for the asphalt patching, or which mixes does the town want us to use per lift.
- **Yes, this will be acceptable. The Town will also provide a mix that can be used as well.**

### **Suggested Motion**

I move to approve a reduced scope of the contract for Kuhn Construction Inc. to 11,500 square feet and disposal of the asphalt at 905 4<sup>th</sup> Street for a total contract of \$104,650.00.