



Town Board of Trustees

Tuesday, June 25, 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/84285000718>

Meeting ID: 842 8500 0718

Passcode: 677682

One tap mobile

+16699006833

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. June 11, 2024 - Regular Meeting Minutes

Attachments:

- **June 11, 2024 - Regular Meeting Minutes** (06-11_-_Draft_Meeting_Minutes.pdf)

Public Comments on Items Not Scheduled for Public Hearing

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

agenda.

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

Regular Business

6. Action/Discussion Items

a. 2024 Bennett Gives Back Grant Recommendations

Bennett Gives Back Advisory Board

Attachments:

- **2024 Bennett Gives Back Grant Recommendations** (Staff_Report_Recommendations.pdf)
- **Suggested Motion** (suggested_motion.pdf)

b. Fee Schedule Update

Danette Ruvalcaba, Director of Finance

Attachments:

- **Staff Report Fee Schedule Update** (0_-_Staff_Report_Rate_Change_Final.pdf)
- **2024 Directory of Fees effective January 1, 2024, redlined** (1_-_Directory_of_Fees_2024-Midyear_Update_Redline_updated.pdf)
- **2024 Directory of Fees effective July 1, 2024** (2_-_Directory_of_Fees_2024-Midyear_Update_Clean.pdf)
- **Suggested Motion** (3_-_suggested_motion.pdf)

c. East and West Pond Hextile System and Cover - Purchase Approval

Ricky Martinez, Utilities Director

Attachments:

- **Staff Report East and West Pond Hextile System and Cover - Purchase Approval** (0_-_East_and_West_Pond_Cover_Staff_Report_Final.pdf)
- **Raven CLI Construction, Inc.** (1.Raven_CLI_Construction_Inc.__1_.pdf)
- **ECC, LLC.** (2.ECC__LLC.pdf)
- **AWTT Inc.** (3._AWTT__Inc..pdf)
- **Suggested Motion** (4_-_suggested_motion.pdf)

d. Court Ordered Abatement Approval

Robin Price, Public Works Director

Attachments:

- **Staff Report Court Ordered Abatement Approval** (0_-_Property_Abatement_Staff_R

eport_6-25-24.pdf)

- **Chapter 7 - Article 1 Administration and Abatement of Nuisances** (1._Chapter_7__Article_1_Administration_and_Abatement_of_Nuisances.pdf)
- **Property Abatement** (2._Property_Abatement_Form.pdf)
- **I-70 Roll Off Receipt** (3._I-70_Roll_off_Receipt.pdf)
- **Suggested Motion** (4_-_suggested_motion.pdf)

e. RFP 24-006 Highway 79 Permanent Trail Construction Phase II - Contract Approval

Robin Price, Public Works Director

Attachments:

- **Staff Report RFP 24-006 Highway 79 Permanent Trail Construction Phase II - Contract Approval** (0_-_Town_of_Bennett_Staff_Report_RFP_24-006_Highway_79_Permanent_Trail_Construction_Phase_II_final.pdf)
- **RFP 24-006** (1._RFP_24-006.pdf)
- **RFP 24-006 Addendum 1 - RFI Responses** (2._RFP_24-006_Addendum_1-_RFI_Responses.pdf)
- **Cimbra Inc. Proposal** (4_-_3a._Cimbra_Inc..pdf)
- **Gold Star Concrete, Inc. Proposal** (5_-_3b._Gold_Star_Concrete_Inc..pdf)
- **Greatland Concrete & Landscaping Inc. Proposal** (6_-_3c._Greatland_Concrete__Landscaping_Inc..pdf)
- **Jalisco International, Inc. Proposal** (7_-_3d._Jalisco_International__Inc..pdf)
- **Kuhn Construction Inc. Proposal** (8_-_3e._Kuhn_Construction_Inc..pdf)
- **Lucero Concrete Contractors Proposal** (9_-_3f._Lucero_Concrete_Contractors.pdf)
- **NORAA Concrete Construction Corp. Proposal** (10_-_3g._NORAA_Concrete_Construction_Corp..pdf)
- **RCD Construction, Inc. Proposal** (11_-_3h._RCD_Construction__Inc..pdf)
- **Rodriguez Construction Org LLC Proposal** (12_-_3i._Rodriguez_Construction_Org_LL.C.pdf)
- **Triple M Construction, LLC Proposal** (13_-_3j._Triple_M_Construction__LLC.pdf)
- **Denver Pro Concrete Proposal** (14_-_3k._Denver_Pro_Concrete.pdf)
- **KRM Concrete LLC Proposal** (15_-_3l._KRM_Concrete_LL.C.pdf)
- **SH79 Trail Proposal Comparison** (16_-_4._SH79_Trail_Proposal_Comparison.pdf)
- **Suggested Motion** (17_-_suggested_motion.pdf)

7. Town Manager Report

Trish Stiles, Town Manager

8. Trustee Comments and Committee Reports

Mayor and Trustees

9. Adjournment

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



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Town Board of Trustees

Minutes

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

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
Taeler Houlberg, Administrative Services Director
Danette Ruvalcaba, Director of Finance
Robin Price, Public Works Director
Alison Belcher, Communications and IT Director
Adam Meis, IT and Communications Manager
Denise Taylor, Assistant to the Town Manager
Scott Krob, Town Attorney
Christina Hart, Town Clerk

Public Present:

Kathy Smiley
Mason Oakley
Diane Moler

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Irma Ronquillo
Pat Siegman
Timothy Heinshaw
Melissa Hunter

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 PINDELL 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 VITTUM 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 May 14, 2024, Regular Meeting Minutes **2. Action:** Town of Bennett Proclamations Policy

PUBLIC COMMENTS NOT ON THE AGENDA

Diane Moler, 595 Grant Avenue, thanked Public Works for removing the No Parking sign on 6th Street. Provided comments for areas that need street repairs in Old Town. Ms. Moler asked about the status of the Sales Tax Oversight Committee and when the committee would reconvene. Ms. Moler also asked about handicapped parking at Trupp Park.

Irma Ronquillo, 440 2nd Street, asked if there are still security cameras in Trupp Park. Ms. Ronquillo expressed concerns about homeless people sleeping at Trupp Park. She also provided comments of the presence of weeds in the alley.

Melissa Hunter, 702 Centennial Way, commented she has not observed law enforcement in the Centennial Subdivision in the month that the contract became effective with the Arapahoe County Sheriff's Office on May 1, 2024.

Timothy Heinshaw, 290 Kiowa Street, commented that he attended the Meet and Greet with the Arapahoe County Sheriff's Office at Town Hall in May. Mr. Heinshaw stated that he has observed the Arapahoe County Sheriff's deputies on numerous occasions.

a. May 14, 2024 - Regular Meeting Minutes

b. Town of Bennett Proclamations Policy

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. 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

Minutes:

Whitney Oakley, Mayor, called the matter of the 2023 Town of Bennett Budget Amendment to order.

The public hearing was opened at 7:20 p.m.

Christina Hart, town clerk, stated that, in accordance with the Colorado state statute, it was duly posted and published in the Eastern Colorado News on Friday, May 24, 2024. Legal #2926.

Danette Ruvalcaba, Director of Finance, presented the 2023 Town of Bennett Budget Amendment to the Trustees.

There were no public comments presented.

The public hearing was closed at 7:22 p.m.

TRUSTEE PINDELL MOVED, TRUSTEE VITTUM SECONDED 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. 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. Action/Discussion Items

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

Minutes:

Robin Price, Public Works Director, presented RFP 24-005 Palmer Avenue patch repair contract to the board. There was discussion among the council.

TRUSTEE VITTUM MOVED, MAYOR PRO TEM BARDEN SECONDED to approve a reduced scope of the contract for Kuhn Construction Inc to 11,500 square feet and disposal of the asphalt at 905 4th Street for a total contract of \$104,650.00. The voting was as follows:

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

Nays: None

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

8. Town Manager Report

Minutes:

- July 9th - Adams County Open Space Grant Awards. Bennett received two grants, one for \$3.85 million for Civic Center Park improvements and the other for \$2 million for purple pipe programs.
- Roadwork is taking place on Highway 79 and 38th Avenue.
- Staff is waiting for the Union Pacific Railroad regarding the "shoofly" at Greg's Place and Highway 79.
- Bennett Days planning is underway. Staff budgeted for a transfer of funds for sponsorship for the event.
- June 14th 6pm - 8pm - Teen party during Party in the Park.
- Week of June 24th - Attending Project Management Institute. Ms. Summers will be available.
- Daymon Johnson's last day will be June 13th. We all wish him the best. He is greatly appreciated and will be missed.

9. Trustee Comments and Committee Reports

Mayor and Trustees

Minutes:

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

- Extended his gratitude for the years of service and dedication Daymon Johnson provided to the Town of Bennett.

Kevin Barden, Mayor Pro Tem, reported on the following:

- Expressed gratitude to Town staff for their work during Memorial Day at the cemetery.
- Shout out to the staff for a successful clean-up day.

Larry Vittum, Trustee, reported on the following:

- Daymon Johnson provided an outstanding benefit to the Town and the residents.
- May 15th - Attended DRCOG.
- August 28th - DRCOG awards celebration.

Steve Dambroski, Trustee, reported on the following:

- Attended the I-70 Corridor Chamber of Commerce.

Whitney Oakley, Mayor, reported on the following:

- Attended the Adams County Government dinner. The Adams County Health Department presented.
- June 14th - Party in the Park kick-off.

10. Adjournment

Minutes:

MAYOR PRO TEM BARDEN MOVED, TRUSTEE DAMBROSKI SECONDED to adjourn the meeting. The meeting was adjourned at 8:07 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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TO: Mayor and Town of Bennett Board of Trustees
FROM: Bennett Gives Back Advisory Board
DATE: June 25, 2024
SUBJECT: 2024 Bennett Gives Back Grant Recommendations

Background

The purpose of the Bennett Gives Back Grant (BGB Grant) program is for eligible organizations and special districts to obtain additional resources to help supplement services or resources provided to the residents of Bennett.

The Town of Bennett, through the BGB Grant, may provide a grant up to 90% of the costs of a qualifying event, project, program, or activity in an amount up to \$10,000 per organization per year from the Town's general fund.

2024 Applicants

The Town received eight BGB Grant applications, for a total requested amount of \$56,900. The maximum funds available for this program in 2024 are \$40,000, therefore, the Bennett Gives Back Advisory Board utilized Smartsheet, a collaborative online platform, to develop funding recommendations.

The applications received were as follows:

- Hearts, Hands and Hope Foundation-Daily Operations
 - Grant Request \$10,000
- Bennett School District-Graduation-Fireworks
 - Grant Request \$1,000
 - Match \$3,000
- Bennett-Watkins Fire Rescue-BWFR Fleet Facility Road Base Replacement Phase 2
 - Grant Request \$8,000
 - Match \$2,000
- Bennett School District-BSD Auditorium Audio/Visual Update
 - Grant Request \$10,000 (request adjusted to max from \$14,624.52)
 - Match \$4,624.52 (adjusted from \$0, match required)
- Bennett Wrestling Club-BWC Transportation and Singlets
 - Grant Request \$9,900
 - Match \$1,100
- Bennett CTE Program-CNA Training Course
 - Grant Request \$8,000
 - Match \$8,000
- Bennett CTE Program-Bennett School District Safety Communications
 - Grant Request \$10,000
 - Match \$436,000

Bennett Gives Back Advisory Board Recommendation

The Bennett Gives Back Advisory Board recommends that the Board of Trustees approve funding for the following grant applications in the amounts specified below.

- Hearts, Hands and Hope Foundation-Daily Operations
 - Recommended Funding \$5,000
- Bennett School District-Graduation-Fireworks
 - Recommended Funding \$1,000 (Previously awarded)
- Bennett-Watkins Fire Rescue-BWFR Fleet Facility Road Base Replacement Phase 2
 - Recommended Funding \$5,000
- Bennett School District-BSD Auditorium Audio/Visual Update
 - Recommended Funding \$7,000
- Bennett Wrestling Club-BWC Transportation and Singlets
 - Recommended Funding \$6,000
- Bennett CTE Program-CNA Training Course
 - Recommended Funding \$6,000
- Bennett CTE Program-Bennett School District Safety Communications
 - Recommended Funding \$10,000

Suggested Motion

I move to approve funding for the 2024 Bennett Gives Back Grant Applications as recommend by the Advisory Board.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Danette Ruvalcaba, Director of Finance
DATE: June 25, 2024
SUBJECT: Fee Schedule Update

Background

On December 12, 2023, the Bennett Board of Trustees adopted the current fee schedule.

Current Rates

Section 8. B: Water

Usage Tier-Bulk Water	Rate
Tier 1- 0 to 20,000	\$21.00/1,000 gallons
Tier 2- 20,001 to 50,000	\$30.00/1,000 gallons
Tier 3- 50,001 and above	\$70.00/1,000 gallons

Usage Tier-Untreated Well Water	Rate
Tier 1- 0 to 20,000	\$12.00/1,000 gallons
Tier 2- 20,001 to 50,000	\$18.00/1,000 gallons
Tier 3- 50,001 and above	\$42.00/1,000 gallons

Usage Tier-Reuse Water	Rate
Bulk Usage	\$15.00/1,000 gallons

As you can see, this rate structure was intended to provide a monetary benefit for developers utilizing reuse water for construction. Secondly, it would encourage the use of untreated water as the next best alternative. The recent development of our parks and purple pipe program has determined that the Town's current supply of reuse water will not be sufficient to meet both the Town's needs and the construction water needs. Until additional improvements are made within the purple water infrastructure, we will have a shortage in the availability of reuse water supply.

Section 1. F: Municipal Records Fees

The Town Clerk, Christina Hart, received notification the hourly fee for research and retrieval of public records related to the Colorado Open Records Act (CORA) request will increase on July 1.

Updated Fee Recommendation

Section 8. B: Water

Due to the Town's inability to provide the amount of reuse water developers will need to begin construction, Staff is recommending restructuring the water rates to incentivize untreated well water tiers as the best water alternative.

Please see the recommended rate changes below.

Usage Tier-Untreated Well Water	Rate
Tier 1- 0 to 500,000	\$12.00/1,000 gallons
Tier 2- 500,001 to 4,000,000	\$18.00/1,000 gallons
Tier 3- 4,000,001 and above	\$42.00/1,000 gallons

Please see the developer cost comparison below.

Monthly Usage-Untreated	Current Rates	Recommended Rates
200,000 gallons	\$7,080	\$2,400
4,000,000 gallons	\$166,680	\$69,000
5,000,000 gallons	\$208,680	\$111,000

Due to the reduced operating cost of untreated water, this rate structure will allow the Town to earn sufficient income to cover operations and a capital replacement reserve related to the use of untreated bulk water. Staff believes this is a fair resolution until the Town can supply additional reuse sources to development.

Section 1. F: Municipal Records Fees

The Town has historically adopted the maximum allowable fee for the hourly research and retrieval fee for CORA requests, and Staff recommends that we do as such, increasing the hourly rate to **\$41.37**.

Staff Recommendation

Staff recommends the proposed updated Fee Schedule be adopted as presented, effective July 1, 2024.

Attachments

1. 2024 Directory of Fees effective January 1, 2024, redlined.
2. 2024 Directory of Fees effective July 1, 2024

SCHEDULE OF FEES

JULY ~~ANUARY~~ 1, 2024



welcome neighbors.

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SECTION 1: ADMINISTRATIVE ([Resolution 568-14](#))

A) Fee Waiver

- 1) Any fees imposed by the Town and listed in the Directory of the Town Fees and Charges adopted by the Town Board may, unless prohibited by ordinance, be administratively waived by the Town Administrator or their designee upon the determining that a waiver is in the best interest of the Town of Bennett.

B) Fees Not Specified

- 1) Any fee not specified in this document will be assessed at cost plus the abatement rate per hour for any Town employee involved in the service.

C) Public Notary.....\$5.00

- 1) Exemption for Town business purposes

D) Passport Processing Fee (Set by State Department).....\$35.00

- 1) Passport Photo Fee\$20.00

E) Town Board Meeting Audio.....\$15.00

F) Municipal Records Fees

- 1) Certified Copies\$1.75
- 2) Certified Letters.....\$2.95
- 3) Extraction of Email Data\$77.00/device
- 4) Photocopies
 - (a) 8 ½ x 11\$0.25/page
 - (b) 8 ½ x 14.....\$0.40/page
 - (c) 11 x 17.....\$0.50/page
 - (d) 18 x 24.....\$3.50/page
 - (e) 24 x 36.....\$5.00/page
 - (f) 36 x 58.....\$10.00/page
 - (g) Large Scan\$3.00
- 5) Research and Retrieval Fee greater than 1 hour [[§24-72-205\(6\)](#)]~~\$41.3733~~~~.58~~/hr.
- 6) Miscellaneous Fees
 - (a) Fax Request
 - (1) Resident.....\$0.25/page
 - (2) Non-Resident.....\$0.50/page
 - (b) Postage/Mailing Feesat Cost
 - (c) Photographsat Cost
 - (d) Video Tape.....Not Available
 - (e) Audio Tape.....\$15.00/each

G) Purchasing

- 1) Contracts and Plans\$30.00-\$550.00
- 2) Municipal Code Book\$300.00

H) Facilities Rentals

- 1) Park Rental ([§ 11-5-90](#)).....\$20.00
 - (a) Trupp Park Pavilion\$75.00
 - (b) BRPOS Pavilion.....\$75.00
 - (c) Community Center Park Pavilion\$75.00
 - (d) Centennial Park Pavilion.....\$25.00
 - (e) Deposit ([§ 11-5-110](#))\$100.00-\$500.00
 - (f) Trupp Fields.....Set by Contract
- 2) Community Center
 - (a) Non-Profit Discounts
 - (1) Free Public Event.....50%

(2) Fundraising	25%
(b) Room "C"	
(1) Residents	
(i) Up to six (6) hours	\$250.00
(ii) Additional hour.....	\$50.00/hr.
(iii) Deposit.....	\$150.00-\$500.00
(iv) Audio/Video Deposit (In addition to facility deposit).....	\$500.00
(v) Alcohol Deposit (In addition to facility deposit).....	\$500.00
(vi) Security Fee	
1. Per Officer	\$50.00/hr.
(vii) Kitchen fee.....	\$75.00
(2) I-70 Corridor Resident	
(i) Up to six (6) hours	\$300.00
(ii) Additional hour.....	\$50.00/hr.
(iii) Deposit.....	\$200.00-\$500.00
(iv) Audio/Video Deposit (In addition to facility deposit).....	\$500.00
(v) Alcohol Deposit (In addition to facility deposit).....	\$500.00
(vi) Security Fee	
1. Per Officer	\$50.00/hr.
(vii) Kitchen.....	\$75.00
(3) Other	
(i) Up to six (6) hours	\$600.00
(ii) Additional hours.....	\$100.00/hr.
(iii) Deposit.....	\$300.00-\$500.00
(iv) Audio/Video Deposit (In addition to facility deposit).....	\$500.00
(v) Alcohol Deposit (In addition to facility deposit).....	\$500.00
(vi) Security Fee	
1. Per Officer	\$50.00/hr.
(vii) Kitchen fee.....	\$100.00
(c) Lions Room	
(1) Resident	
(i) Up to two (2) hours.....	\$50.00
(ii) Additional hours.....	\$10.00/hr.
(iii) Deposit.....	\$50.00-\$150.00
(2) I-70 Corridor Resident	
(i) Up to two (2) hours.....	\$50.00
(ii) Additional hour.....	\$20.00/hr.
(iii) Deposit.....	\$50.00-\$150.00
(3) Other	
(i) Up to two (2) hours.....	\$75.00
(ii) Additional hours.....	\$30.00/hr.
(iii) Deposit.....	\$50.00-\$150.00

SECTION 2: FINANCE

A) Returned Check Fee	\$40.00
B) Use Tax (§4-6-20)	
1) Levied on the full price of building and construction material	2%
C) Sales Tax (§4-5-10)	

- 1) Rate is subject to change bi-annually. Collection of the correct tax is the sole responsibility of the vendor. See Publication [DR 1002](#) to verify current rate.
 - (a) Assessed on all tangible personal property sold within Town limits.....4%
 - (b) Vendor fee retained for sales tax collection.....3.33%
- D) Lodging Tax.....\$4.00/night

SECTION 3: TOWN CLERK'S OFFICE

A) Business License ([§6-1-100](#))

- 1) Standard.....\$30.00/yr.
- 2) Home Based.....\$15.00/yr.
 - (a) Additional licensures may be required by the County and State. Please inquire to ensure compliance.

B) Commissary Kitchen License.....\$250.00/yr.

C) Liquor License ([§6-2-10](#))

- 1) Beer and Wine
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$798.75
 - (c) Renewal.....\$148.75/yr.
- 2) H&R
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$825.00
 - (c) Renewal.....\$175.00/yr.
- 3) Tavern
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$825.00
 - (c) Renewal.....\$175.00/yr.
- 4) Liquor Store
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$772.50
 - (c) Renewal.....\$122.50/yr.
- 5) Arts
 - (a) New.....\$308.75
 - (b) Renewal.....\$41.25/yr.
- 6) Drug Store
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$772.50
 - (c) Renewal.....\$122.50/yr.
- 7) Racetrack
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$825.00
 - (c) Renewal.....\$175.00/yr.
- 8) Club
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$753.75
 - (c) Renewal.....\$103.75/yr.
- 9) 3.2 Beer Off Premise
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$753.75
 - (c) Renewal.....\$103.75/yr.

10) 3.2 Beer On/Off Premise	
(a) New.....	\$1,000.00
(b) Transfer.....	\$753.75
(c) Renewal.....	\$103.75/yr.
11) Brew Pub	
(a) New.....	\$1,000.00
(b) Transfer.....	\$825.00
(c) Renewal.....	\$175.00/yr.
12) Optional Premises	
(a) New.....	\$1,000.00
(b) Transfer.....	\$825.00
(c) Renewal.....	\$175.00/yr.
13) Mini Bar with H&R	
(a) New.....	\$1,200.00
(b) Transfer.....	\$1,075.00
(c) Renewal.....	\$425.00/yr.
14) Bed and Breakfast	
(a) New.....	\$1,000.00
(b) Transfer.....	\$775.00
15) Renewal.....	\$125.00/yr.
16) Art Gallery	
(a) New.....	\$100.00
(b) Renewal.....	\$71.25/yr.
17) Tastings Permit	
(a) New.....	\$150.00
(b) Renewal.....	\$50.00/yr.
18) Change of Location.....	\$750.00
19) Manager's Registration.....	\$75.00
20) Corporate/LLC Changes.....	\$100.00
21) Temporary Permit.....	\$100.00
22) Late Renewal.....	\$500.00
23) Special Event Liquor.....	\$100.00/event
24) Special Event Beer.....	\$100.00/event
D) Special Use Permits	
1) Permit.....	\$50.00-\$200.00
2) Deposit.....	\$100.00-\$1,000.00
3) Food Vendor.....	\$50.00/yr.
4) Tasting New.....	\$150.00
(a) Tasting Renewal.....	\$50.00/yr.

SECTION 4: MUNICIPAL COURT

A) Court ([§2-7-170](#))

1) Cost.....	\$35.00
2) Jury Trial	
(a) Advanced Deposit.....	\$25.00
(b) Upon Conviction.....	\$75.00
3) OJW.....	\$0.00
4) Bench Warrant.....	\$75.00

5) Default Judgment.....	\$30.00
6) Deferred Judgment.....	\$75.00
7) Stay of Execution	\$25.00
8) Community Service Fee.....	\$25.00
9) Failure to Appear	\$25.00
B) Contempt of Court (§2-7-120)	up to \$1,000.00
C) Penalties and Violations (§1-4-20).....	up to \$2,650.00
1) Failure to pay.....	\$25.00/violation
D) Transcript (§1-4-20)	
1) Deposit	\$100.00
2) Transcription	at Cost

SECTION 5: COMMUNITY DEVELOPMENT

A) Permits

1) Building Permit Fee Program in the Month of June see program details.	
2) Right of Way (§11-4-10).....	\$75.00
(a) Move mobile/manufactured home.	
(b) Equipment in Right of Way	
(c) Utility Extension/Service	
(d) Access Permit	
(e) Curb Cut.....	\$75.00/per
(f) Right of Way Multi Location.....	\$75.00/1 st Location
3) Additional Location.....	\$25.00/per
4) Building Permit (§18-1-20)	Based on Valuation
(a) \$1.00-\$500.00.....	\$23.50
(b) \$501.00-\$2,000.00.....	\$3.05
(1) Additional per \$100.00 of valuation	
(c) \$2,001.00-\$25,000.00.....	\$14.00
(1) Additional per \$1,000.00 of valuation	
(d) \$25,001.00-\$50,000.00	\$10.10
(1) Additional per \$1,000.00 of valuation	
(e) \$50,001.00-\$100,000.00.....	\$7.00
(1) Additional per \$1,000.00 of valuation	
(f) \$100,001.00-\$500,000.00	\$5.60
(1) Additional per \$1,000.00 of valuation	
(g) \$500,001.00-\$1,000,000.00.....	\$4.75
(1) Additional per \$1,000.00 of valuation	
(h) \$1,000,001.00-up.....	\$3.15
(1) Additional per \$1,000.00 of valuation	
5) Plan Review Fees	
(a) Administrative Fee	65% of Permit Fee
(1) This fee is assessed on both complete and incomplete plans.	
(b) Residential Stock Model Plans.....	\$100.00
(1) Any changes to the Stock Plan will be treated as a new plan and therefore be subject to all fees.	
(c) Post Permit Issuance Plan Revision Review (1 hour Minimum)	\$50.00/hr.
(d) Solar Panel Plan Review	
(1) Residential.....	\$100.00
(2) Commercial.....	\$200.00

- 6) Electrical Permits [Set by State](#)
 - (a) Plumbing Permit..... See Building Permit
 - (b) Mechanical Permit..... See Building Permit
- 7) Grading Permit
 - (a) Residential Lot (if required)..... \$75.00
 - (b) <1 acre \$250.00
 - (c) 1 acre to 5 acres..... \$1,000.00
 - (d) Greater than 5 acres..... \$1,750.00
- 8) New Infrastructure Permit \$1,000.00 + Cost
- 9) Fence Permit..... \$75.00
- 10) Landscaping Permit \$10.00
- 11) Artificial Turf Permit \$25.00
 - (a) Working without Permit \$100.00
- 12) Solar Panel Permit
 - (a) Residential..... \$100.00
 - (1) Additional fees may be collected by third party reviewers.
 - (b) Commercial..... \$200.00
 - (1) Additional fees may be collected by third party reviewers.
- 13) Sign Permit..... Valuation/\$75.00 Min
- 14) Banners..... \$25.00/quarter
- 15) Demolition Permit
 - (a) Primary Structure..... 250.00
 - (b) Secondary/Accessory Structure..... \$50.00
- 16) Oversized Parking Permit..... \$100.00/year
- 17) RV Parking Permit
 - (a) 7-day permit \$75.00
 - (b) 2-day permit \$25.00
- 18) Investigation Fee/Working Without a Permit ([§18-1-20](#))
 - (a) Percentage of Building Fee 100%
- 19) Reinspection Fee..... \$75.00

B) Contractor Licensing

- 1) Class A..... \$75.00
- 2) Class B \$50.00
- 3) Class C..... \$25.00
- 4) Class D..... \$25.00
- 5) ROW \$25.00
- 6) Plumber Registration..... \$75.00
- 7) Electrician Registration..... No Fee

C) Impact Fees

- 1) Public Facilities Impact Fee \$3,153.00/SFE**
- 2) Storm Drainage Impact Fee \$1,053.00/SFE**
- 3) Transportation Facilities Impact Fee..... \$2,677.00/SFE**

D) Land Development Fees (Cost Agreement* plus 20% Administrative Fee)

SECTION 6: ANIMAL CONTROL

A) Animal Licenses ([§9-1-70](#))

- 1) Spayed or Neutered Animal..... \$10.00/yr.
 - (a) Senior (65+)..... \$5.00/yr.

(b) Veterans.....	\$5.00/yr.
2) Unaltered Animal.....	\$25.00/yr.
3) Guard Dog License.....	\$25.00/yr.
4) Duplicate tag.....	\$5.00/each
5) Poultry License	
(a) New.....	\$25.00/yr.
(b) Renewal.....	\$25.00/yr.
6) Bee Permit.....	\$25.00/yr.
B) Violations (§1-4-20)	
1) Failure to License.....	\$50.00
2) Guard Dog Violation	
(a) 1 st Offense.....	\$300.00
(b) 2 nd and Subsequent Offense(s).....	\$600.00
3) Aggressive Animal	
(a) 1 st Offense.....	\$200.00
(b) 2 nd and Subsequent Offense(s).....	\$400.00
4) Vicious Animal	
(a) 1 st Offense.....	\$300.00
(b) 2 nd and Subsequent Offense(s).....	\$600.00
5) Barking Dog	
(a) 1 st Offense.....	\$150.00
(b) 2 nd and Subsequent Offense(s).....	\$250.00
6) Animal at Large	
(a) 1 st Offense.....	\$100.00
(b) 2 nd Offense.....	\$150.00
(c) 3 rd Offense.....	\$300.00
(1) Each fine excludes the cost of restitution.	
C) Impound Fees (§9-1-60)	
1) Dog/Other	
(a) 1 st Day.....	\$45.00
(b) Additional Board.....	\$5.00/day
2) Cat	
(a) 1 st Day.....	\$35.00
(b) Additional Board.....	\$5.00/day
D) Adoption Fees (§7-7-60)	
1) Dog/Other.....	\$50.00
2) Cat.....	\$40.00
E) Cat Trap	
1) Fee.....	\$25.00
2) Deposit.....	\$25.00

SECTION 7: CODE ENFORCEMENT

A) Vehicle Impoundment Hearing (§8-3-50(c)).....	\$50.00
B) Snow Emergency Parking (§1-4-20).....	up to \$1,000.00
C) Debris (§7-2-10).....	\$100.00
D) Dumping on Property (§7-2-10).....	\$100.00
E) Accumulation Prohibited (§7-3-10).....	\$100.00
F) Responsibility of Owner (§7-3-30).....	\$100.00

G) Declaration of Nuisance (§7-5-20)	\$50.00
H) Duty to Cut (§7-5-30)	\$50.00
I) Parking (§8-5-10).....	\$50.00
J) Snow & Ice Removal (§11-1-20).....	\$100.00
K) Failure to Permit (§1-4-20)	up to \$2,650.00
L) Property Maintenance Violation	up to \$2,650.00
M) Abatement	
1) All Abatement except Obnoxious Weed.....	at Cost
(a) Administrative.....	10% of Cost
2) Obnoxious Weed	at Cost
(a) Administrative.....	20% of Cost

SECTION 8: PUBLIC WORKS

A) Mount View Cemetery ([Resolution 398](#))

1) Casket Plot	
(a) Resident.....	\$300.00
(b) Non-Resident.....	\$1,000.00
2) Cremation Plot	
(a) Resident.....	\$300.00
(b) Non-Resident.....	\$1,000.00
3) Opening/Closing	
(a) Casket Plot	
(1) Weekdays.....	\$350.00
(2) Weekend/Holiday	\$450.00
(b) Cremation Plot	
(1) Weekdays.....	\$100.00
(2) Holiday.....	\$200.00

B) Water ([Resolution 391](#))

1) Base Rate.....	\$35.32
2) Usage Rate	
(a) Tier 1	
(1) 0 to 4,000 gallons.....	\$0.00
(b) Tier 2	
(1) 4,001 to 8,000 gallons.....	\$4.51/1,000 gallons
(c) Tier 3	
(1) 8,001 to 16,000 gallons.....	\$6.77/1,000 gallons
(d) Tier 4	
(1) 16,001 and above.....	\$15.84/1,000 gallons
(e) Bulk Water	
(1) Tier 1	
(i) 0 to 20,000 gallons.....	\$21.00/1,000 gallons
(2) Tier 2	
(i) 20,001 to 50,000 gallons.....	\$30.00/1,000 gallons
(3) Tier 3	
(i) 50,001 and above.....	\$70.00/1,000 gallons
(f) Untreated Well Water (Daily Usage is Subject to Town Approval)	
(1) Tier 1	
(i) 0 to 500,000 20,000 gallons.....	\$12.00/1,000 gallons

(2) Tier 2	
(i) 500,001 to 20,000 gallons.....	\$18.00/1,000 gallons
(3) Tier 3	
(i) 4,000,001 and above	\$42.00/1,000 gallons
(g) Reuse Water	
(1) Tier 1	
(i) 4,001 0 to 8,000 Gallons.....	\$2.20.00/1,000 gallons
(2) Tier 2	
(i) 8,001 to 16,000 gallons.....	\$3.30/1,000 gallons
(3) Tier 3	
(i) 16,001 gallons	7.75/1,000 gallons
(4) Bulk Use	15.00/ 1,000 gallons
3) Shut off.....	\$40.00
4) Water Turn on Fee	\$30.00
5) Late Payment (§ 13-2-40).....	5%
6) Bulk Water Meter Deposit.....	\$3,500.00
7) Account Activation Fee	\$35.00
8) New Build Meter/Reader.....	at Cost
9) Meter and Associated Equipment Damage	
(a) Repairs	at Cost
(b) Labor Employee Abatement	Rate/hr.
10) Lien Fees	
(a) Percentage of total past due	10%
(b) Administrative Fee	\$100.00
11) Outside Source Meter Testing	
(a) Meter is found faulty.....	\$0.00
(b) Working meters	\$30.00
12) Water Development Fees	\$24,896/SFE**
(a) Tap Inspection Fee	\$150.00
(b) Administrative Cost for Reimbursement (§13-1-150).....	\$100.00
13) Lateral Street Cut (§11-3-30)	
(a) Less than 60 ft.	\$350.00
(1) Additional	\$4.00/ft.
14) Utility Extension Permit Fee (§11-3-40)	
(a) Permit.....	\$350.00
(1) Excavation	\$4.00/ft.
15) New Infrastructure Permit.....	\$1,000.00 + Cost
16) Inspection Fee (§13-1-40)	\$63.00
17) Tampering with Water Equipment	
(a) Repair	at Cost
(b) Fine.....	up to \$1,000
18) Water Restriction Violation (§13-3-440)	
(a) 1 st Violation.....	\$100.00
(b) 2 nd Violation	\$250.00
(c) 3 rd Violation.....	\$500.00
(d) 4 th Violation and above.....	\$500.00
C) Wastewater (§ 13-2-30)	
1) Base Rate.....	\$41.00

2) Usage Rate Per 1,000 gallons.....	\$8.25
(a) Based on average water use from November 15 th to February 15 th	
3) Late Payment (§ 13-2-40).....	5%
4) Wastewater Development Fees (§13-1-20).....	\$16,280/SFE**
(a) Tap Inspection Fee (§13-1-40).....	\$150.00
(b) Administrative Cost for Reimbursement (§13-1-150).....	\$100.00
5) Lateral Street Cut (§11-3-30)	
(a) Less than 60 ft.	\$350.00
(1) Additional	\$4.00/ft.
6) Utility Extension Permit Fee (§11-3-40)	
(a) Permit Plus.....	\$350.00
(1) Excavation	\$4.00/ft.
7) New Infrastructure Permit	\$1,000.00 + Cost
8) Inspection Fee (§13-1-40)	\$63.00

* Development Plans are subject to cost agreements. Cost agreements are based on the cost for the Town to obtain the services of various consultants necessary to development plan.

**Single Family Equivalent or SFE a numerical value assigned to a specific property based upon the demand placed on the infrastructure of the Town by an average single-family residential unit in accordance with the schedule and SFE calculator adopted pursuant to Chapter 13 of this Code.

SCHEDULE OF FEES

JULY 1, 2024



welcome neighbors.

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SECTION 1: ADMINISTRATIVE ([Resolution 568-14](#))

A) Fee Waiver

- 1) Any fees imposed by the Town and listed in the Directory of the Town Fees and Charges adopted by the Town Board may, unless prohibited by ordinance, be administratively waived by the Town Administrator or their designee upon the determining that a waiver is in the best interest of the Town of Bennett.

B) Fees Not Specified

- 1) Any fee not specified in this document will be assessed at cost plus the abatement rate per hour for any Town employee involved in the service.

C) Public Notary\$5.00

- 1) Exemption for Town business purposes

D) Passport Processing Fee (Set by State Department).....\$35.00

- 1) Passport Photo Fee\$20.00

E) Town Board Meeting Audio.....\$15.00

F) Municipal Records Fees

- 1) Certified Copies\$1.75
- 2) Certified Letters.....\$2.95
- 3) Extraction of Email Data\$77.00/device
- 4) Photocopies
 - (a) 8 ½ x 11\$0.25/page
 - (b) 8 ½ x 14.....\$0.40/page
 - (c) 11 x 17.....\$0.50/page
 - (d) 18 x 24.....\$3.50/page
 - (e) 24 x 36.....\$5.00/page
 - (f) 36 x 58.....\$10.00/page
 - (g) Large Scan\$3.00
- 5) Research and Retrieval Fee greater than 1 hour [[§24-72-205\(6\)](#)]\$41.37/hr.
- 6) Miscellaneous Fees
 - (a) Fax Request
 - (1) Resident.....\$0.25/page
 - (2) Non-Resident.....\$0.50/page
 - (b) Postage/Mailing Feesat Cost
 - (c) Photographsat Cost
 - (d) Video Tape.....Not Available
 - (e) Audio Tape.....\$15.00/each

G) Purchasing

- 1) Contracts and Plans\$30.00-\$550.00
- 2) Municipal Code Book\$300.00

H) Facilities Rentals

- 1) Park Rental ([§ 11-5-90](#)).....\$20.00
 - (a) Trupp Park Pavilion\$75.00
 - (b) BRPOS Pavilion.....\$75.00
 - (c) Community Center Park Pavilion\$75.00
 - (d) Centennial Park Pavilion.....\$25.00
 - (e) Deposit ([§ 11-5-110](#))\$100.00-\$500.00
 - (f) Trupp Fields.....Set by Contract
- 2) Community Center
 - (a) Non-Profit Discounts

(1) Free Public Event.....	50%
(2) Fundraising	25%
(b) Room "C"	
(1) Residents	
(i) Up to six (6) hours	\$250.00
(ii) Additional hour.....	\$50.00/hr.
(iii) Deposit.....	\$150.00-\$500.00
(iv) Audio/Video Deposit (In addition to facility deposit).....	\$500.00
(v) Alcohol Deposit (In addition to facility deposit).....	\$500.00
(vi) Security Fee	
1. Per Officer	\$50.00/hr.
(vii) Kitchen fee.....	\$75.00
(2) I-70 Corridor Resident	
(i) Up to six (6) hours	\$300.00
(ii) Additional hour.....	\$50.00/hr.
(iii) Deposit.....	\$200.00-\$500.00
(iv) Audio/Video Deposit (In addition to facility deposit).....	\$500.00
(v) Alcohol Deposit (In addition to facility deposit).....	\$500.00
(vi) Security Fee	
1. Per Officer	\$50.00/hr.
(vii) Kitchen	\$75.00
(3) Other	
(i) Up to six (6) hours	\$600.00
(ii) Additional hours.....	\$100.00/hr.
(iii) Deposit.....	\$300.00-\$500.00
(iv) Audio/Video Deposit (In addition to facility deposit).....	\$500.00
(v) Alcohol Deposit (In addition to facility deposit).....	\$500.00
(vi) Security Fee	
1. Per Officer	\$50.00/hr.
(vii) Kitchen fee.....	\$100.00
(c) Lions Room	
(1) Resident	
(i) Up to two (2) hours.....	\$50.00
(ii) Additional hours.....	\$10.00/hr.
(iii) Deposit.....	\$50.00-\$150.00
(2) I-70 Corridor Resident	
(i) Up to two (2) hours.....	\$50.00
(ii) Additional hour.....	\$20.00/hr.
(iii) Deposit.....	\$50.00-\$150.00
(3) Other	
(i) Up to two (2) hours.....	\$75.00
(ii) Additional hours.....	\$30.00/hr.
(iii) Deposit.....	\$50.00-\$150.00

SECTION 2: FINANCE

A) Returned Check Fee	\$40.00
B) Use Tax (§4-6-20)	

- 1) Levied on the full price of building and construction material2%
- C) Sales Tax ([§4-5-10](#))**
 - 1) Rate is subject to change bi-annually. Collection of the correct tax is the sole responsibility of the vendor.
See Publication [DR 1002](#) to verify current rate.
 - (a) Assessed on all tangible personal property sold within Town limits.....4%
 - (b) Vendor fee retained for sales tax collection.....3.33%
- D) Lodging Tax.....\$4.00/night**

SECTION 3: TOWN CLERK’S OFFICE

- A) Business License ([§6-1-100](#))**
 - 1) Standard..... \$30.00/yr.
 - 2) Home Based.....\$15.00/yr.
 - (a) Additional licensures may be required by the County and State. Please inquire to ensure compliance.
- B) Commissary Kitchen License.....\$250.00/yr.**
- C) Liquor License ([§6-2-10](#))**
 - 1) Beer and Wine
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$798.75
 - (c) Renewal.....\$148.75/yr.
 - 2) H&R
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$825.00
 - (c) Renewal.....\$175.00/yr.
 - 3) Tavern
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$825.00
 - (c) Renewal.....\$175.00/yr.
 - 4) Liquor Store
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$772.50
 - (c) Renewal.....\$122.50/yr.
 - 5) Arts
 - (a) New.....\$308.75
 - (b) Renewal.....\$41.25/yr.
 - 6) Drug Store
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$772.50
 - (c) Renewal.....\$122.50/yr.
 - 7) Racetrack
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$825.00
 - (c) Renewal.....\$175.00/yr.
 - 8) Club
 - (a) New.....\$1,000.00
 - (b) Transfer.....\$753.75
 - (c) Renewal.....\$103.75/yr.
 - 9) 3.2 Beer Off Premise

(a) New.....	\$1,000.00
(b) Transfer.....	\$753.75
(c) Renewal.....	\$103.75/yr.
10) 3.2 Beer On/Off Premise	
(a) New.....	\$1,000.00
(b) Transfer.....	\$753.75
(c) Renewal.....	\$103.75/yr.
11) Brew Pub	
(a) New.....	\$1,000.00
(b) Transfer.....	\$825.00
(c) Renewal.....	\$175.00/yr.
12) Optional Premises	
(a) New.....	\$1,000.00
(b) Transfer.....	\$825.00
(c) Renewal.....	\$175.00/yr.
13) Mini Bar with H&R	
(a) New.....	\$1,200.00
(b) Transfer.....	\$1,075.00
(c) Renewal.....	\$425.00/yr.
14) Bed and Breakfast	
(a) New.....	\$1,000.00
(b) Transfer.....	\$775.00
15) Renewal.....	\$125.00/yr.
16) Art Gallery	
(a) New.....	\$100.00
(b) Renewal.....	\$71.25/yr.
17) Tastings Permit	
(a) New.....	\$150.00
(b) Renewal.....	\$50.00/yr.
18) Change of Location.....	\$750.00
19) Manager's Registration.....	\$75.00
20) Corporate/LLC Changes.....	\$100.00
21) Temporary Permit.....	\$100.00
22) Late Renewal.....	\$500.00
23) Special Event Liquor.....	\$100.00/event
24) Special Event Beer.....	\$100.00/event
D) Special Use Permits	
1) Permit.....	\$50.00-\$200.00
2) Deposit.....	\$100.00-\$1,000.00
3) Food Vendor.....	\$50.00/yr.
4) Tasting New.....	\$150.00
(a) Tasting Renewal.....	\$50.00/yr.

SECTION 4: MUNICIPAL COURT

A) Court ([§2-7-170](#))

1) Cost.....	\$35.00
2) Jury Trial	

(a) Advanced Deposit.....	\$25.00
(b) Upon Conviction.....	\$75.00
3) OJW.....	\$0.00
4) Bench Warrant.....	\$75.00
5) Default Judgment.....	\$30.00
6) Deferred Judgment.....	\$75.00
7) Stay of Execution.....	\$25.00
8) Community Service Fee.....	\$25.00
9) Failure to Appear.....	\$25.00
B) Contempt of Court (§2-7-120).....	up to \$1,000.00
C) Penalties and Violations (§1-4-20).....	up to \$2,650.00
1) Failure to pay.....	\$25.00/violation
D) Transcript (§1-4-20)	
1) Deposit.....	\$100.00
2) Transcription.....	at Cost

SECTION 5: COMMUNITY DEVELOPMENT

A) Permits

1) Building Permit Fee Program in the Month of June see program details.	
2) Right of Way (§11-4-10).....	\$75.00
(a) Move mobile/manufactured home.	
(b) Equipment in Right of Way	
(c) Utility Extension/Service	
(d) Access Permit	
(e) Curb Cut.....	\$75.00/per
(f) Right of Way Multi Location.....	\$75.00/1 st Location
3) Additional Location.....	\$25.00/per
4) Building Permit (§18-1-20).....	Based on Valuation
(a) \$1.00-\$500.00.....	\$23.50
(b) \$501.00-\$2,000.00.....	\$3.05
(1) Additional per \$100.00 of valuation	
(c) \$2,001.00-\$25,000.00.....	\$14.00
(1) Additional per \$1,000.00 of valuation	
(d) \$25,001.00-\$50,000.00.....	\$10.10
(1) Additional per \$1,000.00 of valuation	
(e) \$50,001.00-\$100,000.00.....	\$7.00
(1) Additional per \$1,000.00 of valuation	
(f) \$100,001.00-\$500,000.00.....	\$5.60
(1) Additional per \$1,000.00 of valuation	
(g) \$500,001.00-\$1,000,000.00.....	\$4.75
(1) Additional per \$1,000.00 of valuation	
(h) \$1,000,001.00-up.....	\$3.15
(1) Additional per \$1,000.00 of valuation	
5) Plan Review Fees	
(a) Administrative Fee.....	65% of Permit Fee
(1) This fee is assessed on both complete and incomplete plans.	
(b) Residential Stock Model Plans.....	\$100.00

(1) Any changes to the Stock Plan will be treated as a new plan and therefore be subject to all fees.

(c) Post Permit Issuance Plan Revision Review (1 hour Minimum) \$50.00/hr.

(d) Solar Panel Plan Review

(1) Residential.....\$100.00

(2) Commercial.....\$200.00

6) Electrical Permits [Set by State](#)

(a) Plumbing Permit..... See Building Permit

(b) Mechanical Permit..... See Building Permit

7) Grading Permit

(a) Residential Lot (if required).....\$75.00

(b) <1 acre.....\$250.00

(c) 1 acre to 5 acres.....\$1,000.00

(d) Greater than 5 acres.....\$1,750.00

8) New Infrastructure Permit.....\$1,000.00 + Cost

9) Fence Permit.....\$75.00

10) Landscaping Permit.....\$10.00

11) Artificial Turf Permit\$25.00

(a) Working without Permit\$100.00

12) Solar Panel Permit

(a) Residential.....\$100.00

(1) Additional fees may be collected by third party reviewers.

(b) Commercial.....\$200.00

(1) Additional fees may be collected by third party reviewers.

13) Sign Permit..... Valuation/\$75.00 Min

14) Banners.....\$25.00/quarter

15) Demolition Permit

(a) Primary Structure.....250.00

(b) Secondary/Accessory Structure.....\$50.00

16) Oversized Parking Permit.....\$100.00/year

17) RV Parking Permit

(a) 7-day permit.....\$75.00

(b) 2-day permit.....\$25.00

18) Investigation Fee/Working Without a Permit ([§18-1-20](#))

(a) Percentage of Building Fee 100%

19) Reinspection Fee.....\$75.00

B) Contractor Licensing

1) Class A.....\$75.00

2) Class B.....\$50.00

3) Class C.....\$25.00

4) Class D.....\$25.00

5) ROW.....\$25.00

6) Plumber Registration.....\$75.00

7) Electrician Registration..... No Fee

C) Impact Fees

1) Public Facilities Impact Fee.....\$3,153.00/SFE**

2) Storm Drainage Impact Fee.....\$1,053.00/SFE**

3) Transportation Facilities Impact Fee.....\$2,677.00/SFE**

D) Land Development Fees (Cost Agreement* plus 20% Administrative Fee)

SECTION 6: ANIMAL CONTROL

A) Animal Licenses ([§9-1-70](#))

- 1) Spayed or Neutered Animal.....\$10.00/yr.
 - (a) Senior (65+).....\$5.00/yr.
 - (b) Veterans.....\$5.00/yr.
- 2) Unaltered Animal.....\$25.00/yr.
- 3) Guard Dog License.....\$25.00/yr.
- 4) Duplicate tag.....\$5.00/each
- 5) Poultry License
 - (a) New.....\$25.00/yr.
 - (b) Renewal.....\$25.00/yr.
- 6) Bee Permit.....\$25.00/yr.

B) Violations ([§1-4-20](#))

- 1) Failure to License\$50.00
 - 2) Guard Dog Violation
 - (a) 1st Offense.....\$300.00
 - (b) 2nd and Subsequent Offense(s)\$600.00
 - 3) Aggressive Animal
 - (a) 1st Offense.....\$200.00
 - (b) 2nd and Subsequent Offense(s)\$400.00
 - 4) Vicious Animal
 - (a) 1st Offense.....\$300.00
 - (b) 2nd and Subsequent Offense(s)\$600.00
 - 5) Barking Dog
 - (a) 1st Offense.....\$150.00
 - (b) 2nd and Subsequent Offense(s)\$250.00
 - 6) Animal at Large
 - (a) 1st Offense.....\$100.00
 - (b) 2nd Offense.....\$150.00
 - (c) 3rd Offense.....\$300.00
- (1) Each fine excludes the cost of restitution.

C) Impound Fees ([§9-1-60](#))

- 1) Dog/Other
 - (a) 1st Day.....\$45.00
 - (b) Additional Board.....\$5.00/day
- 2) Cat
 - (a) 1st Day.....\$35.00
 - (b) Additional Board.....\$5.00/day

D) Adoption Fees ([§7-7-60](#))

- 1) Dog/Other\$50.00
- 2) Cat\$40.00

E) Cat Trap

- 1) Fee\$25.00
- 2) Deposit.....\$25.00

SECTION 7: CODE ENFORCEMENT

A) Vehicle Impoundment Hearing (§8-3-50(c))	\$50.00
B) Snow Emergency Parking (§1-4-20)	up to \$1,000.00
C) Debris (§7-2-10)	\$100.00
D) Dumping on Property (§7-2-10)	\$100.00
E) Accumulation Prohibited (§7-3-10)	\$100.00
F) Responsibility of Owner (§7-3-30)	\$100.00
G) Declaration of Nuisance (§7-5-20)	\$50.00
H) Duty to Cut (§7-5-30)	\$50.00
I) Parking (§8-5-10)	\$50.00
J) Snow & Ice Removal (§11-1-20)	\$100.00
K) Failure to Permit (§1-4-20)	up to \$2,650.00
L) Property Maintenance Violation	up to \$2,650.00
M) Abatement	
1) All Abatement except Obnoxious Weed	at Cost
(a) Administrative	10% of Cost
2) Obnoxious Weed	at Cost
(a) Administrative	20% of Cost

SECTION 8: PUBLIC WORKS

A) Mount View Cemetery (Resolution 398)	
1) Casket Plot	
(a) Resident	\$300.00
(b) Non-Resident	\$1,000.00
2) Cremation Plot	
(a) Resident	\$300.00
(b) Non-Resident	\$1,000.00
3) Opening/Closing	
(a) Casket Plot	
(1) Weekdays	\$350.00
(2) Weekend/Holiday	\$450.00
(b) Cremation Plot	
(1) Weekdays	\$100.00
(2) Holiday	\$200.00
B) Water (Resolution 391)	
1) Base Rate	\$35.32
2) Usage Rate	
(a) Tier 1	
(1) 0 to 4,000 gallons	\$0.00
(b) Tier 2	
(1) 4,001 to 8,000 gallons	\$4.51/1,000 gallons
(c) Tier 3	
(1) 8,001 to 16,000 gallons	\$6.77/1,000 gallons
(d) Tier 4	
(1) 16,001 and above	\$15.84/1,000 gallons
(e) Bulk Water	
(1) Tier 1	

(i) 0 to 20,000 gallons.....	\$21.00/1,000 gallons
(2) Tier 2	
(i) 20,001 to 50,000 gallons.....	\$30.00/1,000 gallons
(3) Tier 3	
(i) 50,001 and above.....	\$70.00/1,000 gallons
(f) Untreated Well Water (Daily Usage is Subject to Town Approval)	
(1) Tier 1	
(i) 0 to 500,000 gallons.....	\$12.00/1,000 gallons
(2) Tier 2	
(i) 500,001 to 4,000,000 gallons.....	\$18.00/1,000 gallons
(3) Tier 3	
(i) 4,000,001 and above.....	\$42.00/1,000 gallons
(g) Reuse Water	
(1) Tier 1	
(i) 0 to 8,000 Gallons.....	\$2.20.00/1,000 gallons
(2) Tier 2	
(i) 8,001 to 16,000 gallons.....	\$3.30/1,000 gallons
(3) Tier 3	
(i) 16,001 gallons.....	7.75/1,000 gallons
(4) Bulk Use.....	15.00/ 1,000 gallons
3) Shut off.....	\$40.00
4) Water Turn on Fee.....	\$30.00
5) Late Payment (§ 13-2-40).....	5%
6) Bulk Water Meter Deposit.....	\$3,500.00
7) Account Activation Fee.....	\$35.00
8) New Build Meter/Reader.....	at Cost
9) Meter and Associated Equipment Damage	
(a) Repairs.....	at Cost
(b) Labor Employee Abatement.....	Rate/hr.
10) Lien Fees	
(a) Percentage of total past due.....	10%
(b) Administrative Fee.....	\$100.00
11) Outside Source Meter Testing	
(a) Meter is found faulty.....	\$0.00
(b) Working meters.....	\$30.00
12) Water Development Fees.....	\$24,896/SFE**
(a) Tap Inspection Fee.....	\$150.00
(b) Administrative Cost for Reimbursement (§13-1-150).....	\$100.00
13) Lateral Street Cut (§11-3-30)	
(a) Less than 60 ft.....	\$350.00
(1) Additional.....	\$4.00/ft.
14) Utility Extension Permit Fee (§11-3-40)	
(a) Permit.....	\$350.00
(1) Excavation.....	\$4.00/ft.
15) New Infrastructure Permit.....	\$1,000.00 + Cost
16) Inspection Fee (§13-1-40).....	\$63.00
17) Tampering with Water Equipment	

- (a) Repairat Cost
- (b) Fine..... up to \$1,000
- 18) Water Restriction Violation ([§13-3-440](#))
 - (a) 1st Violation.....\$100.00
 - (b) 2nd Violation\$250.00
 - (c) 3rd Violation.....\$500.00
 - (d) 4th Violation and above.....\$500.00

C) Wastewater ([§ 13-2-30](#))

- 1) Base Rate.....\$41.00
- 2) Usage Rate Per 1,000 gallons.....\$8.25
 - (a) Based on average water use from November 15th to February 15th
- 3) Late Payment ([§ 13-2-40](#))5%
- 4) Wastewater Development Fees ([§13-1-20](#))\$16,280/SFE**
 - (a) Tap Inspection Fee ([§13-1-40](#)).....\$150.00
 - (b) Administrative Cost for Reimbursement ([§13-1-150](#)).....\$100.00
- 5) Lateral Street Cut ([§11-3-30](#))
 - (a) Less than 60 ft.\$350.00
 - (1) Additional\$4.00/ft.
- 6) Utility Extension Permit Fee ([§11-3-40](#))
 - (a) Permit Plus.....\$350.00
 - (1) Excavation\$4.00/ft.
- 7) New Infrastructure Permit\$1,000.00 + Cost
- 8) Inspection Fee ([§13-1-40](#))\$63.00

* Development Plans are subject to cost agreements. Cost agreements are based on the cost for the Town to obtain the services of various consultants necessary to development plan.

**Single Family Equivalent or SFE a numerical value assigned to a specific property based upon the demand placed on the infrastructure of the Town by an average single-family residential unit in accordance with the schedule and SFE calculator adopted pursuant to Chapter 13 of this Code.

Suggested Motion

I move that the proposed updated Fee Schedule including Section 8. B: Water and Section 1. F: Municipal Records Fees be adopted as presented, effective July 1, 2024.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Ricky Martinez, Utilities Director
DATE: June 25, 2024
SUBJECT: East and West Pond Hextile System Cover – Purchase Approval

Background

In 2017, the east and west lagoons were decommissioned as the Town’s wastewater treatment system. Within the next few years they were dredged and relined to become part of a new reuse distribution system. They were designed and built to take effluent water from the new mechanical plant and hold it for storage to distribute it to reuse water users.

In 2019, the Town of Bennett received an Adams County Open Space Grant to implement a reclaimed water system and deliver reclaimed water for irrigation use at key Town parks as well as provide water for construction projects.

In 2022, the Town of Bennett started construction of the east reservoir located at the wastewater treatment site, just east of the newly constructed west pond. The Town also finished the reuse pump station, which distributes the reuse water throughout the system. With the addition of the east reservoir, the Town’s capacity for reuse water storage will increase from 2MG to 9MG. With a combined surface area of 161,625 sq. ft. and an evaporation loss of 11” per year, Town Staff, with the help of MSK Engineering, began researching evaporation mitigation for both ponds.

The three evaporation mitigation techniques that Staff researched were lined cover, floating ball cover and Hextile cover. As part of the research, Staff visited the Binney Water Purification Facility in Aurora. A Hextile system has been implemented at this facility and the visit gave Staff insight on the Hextile Advanced Water Treatment Technologies (AWTT) system and its operations and maintenance. The Hextile system is particularly impressive because it decreases evaporation loss by 95 percent, deters wildlife, helps prevent algae growth, requires less maintenance and is also unaffected by weather.

Summary of Quotes

Town Staff and MSK Engineering solicited three quotes for the three different pond cover systems that help reduce evaporation. The quotes include a lined cover from Raven CLI Construction, Inc., a floating ball cover from ECC, LLC. and a Hextile cover from AWTT Inc.

Company	Bid
Raven CLI Construction, Inc.	\$775,800 (1 Pond)
ECC, LLC.	\$1,039,565 (2 Ponds)
AWTT Inc.	\$412,063.40 (2 Ponds)

The Town has budgeted the amount of \$443,504 in the Water Capital Improvements Fund for this project.

Staff Recommendation

After researching different evaporation mitigation techniques and reviewing the solicited quotes, Town Staff recommends the Board of Trustees waive the RFP process and purchase the AWTT Inc. Hextile system for the amount of \$412,063.40.

Attachments

1. Raven CLI Construction, Inc.
2. ECC, LLC.
3. AWTT Inc.

David Takeda

WRRF Cover for East and West Ponds
Option #3-Floating Balls
Budget Estimate from ECC dated 4/4/2024

From: bryan@eccllc.us
Sent: Thursday, April 4, 2024 6:11 PM
To: 'David Takeda'
Subject: RE: Pond Cover for WWTP

Hello David

Thanks for the information. You would need approximately 1,618,000 balls to cover that sq ft

1,618,000 balls = \$ 1,039,565.00

Shipping = \$ 102,000.00

Total = \$ 1,141,565.00

For both ponds
w/ shipping

Lead-time is approximately 6-8 months

Thanks

Bryan Stuck

Phone: 910-799-4411

Email: Bryan@eccllc.us

www.eccllc.us



From: David Takeda <dave@mskwater.com>

Sent: Wednesday, April 3, 2024 4:27 PM

To: bryan@eccllc.us

Subject: RE: Pond Cover for WWTP

Brian,

Thanks for getting back to me. The goal is to have something installed in late 2024 and we are in the budgeting phase.

David Takeda, P.E.

MSK Consulting, LLC

303-903-0918

dave@mskwater.com

From: bryan@eccllc.us <bryan@eccllc.us>

Sent: Wednesday, April 3, 2024 1:59 PM

To: dave@mskwater.com

Subject: RE: Pond Cover for WWTP

Hello David

Do you have any details of approx. timing for this project? Is it in the active bidding stage or just budgeting?

Thanks

Bryan Stuck

Phone: 910-799-4411

Email: Bryan@eccllc.us

www.eccllc.us



From: David Takeda <dave@mskwater.com>

Date: April 3, 2024 at 12:53:19 PM EDT

To: sales@eccllc.us

Subject: Pond Cover for WWTP

My client would like to cover two of its WWTP ponds with floating balls. The approximate coverage area is **161,625 sf**. Can you please provide a quote along with some product information (especially wind rating). My client is located in Adams County, Colorado and you can use zip code 80102 for the shipping estimate. Thank you and let me know if you have any questions.

David Takeda, P.E.

MSK Consulting, LLC

303-903-0918

dave@mskwater.com

Not just a ball but a solution to a problem

For many municipal water and wastewater applications, ECC provides not just a ball, but a solution to a problem. Most of our successful installations have resulted from working closely with customers, sharing our ideas and experience and tailoring a solution to meet their specific requirements.

ECC floating ball blankets provide highly effective solutions to difficult water and wastewater storage problems for municipal utilities. By placing a sufficient quantity of hollow plastic balls onto the surface of a liquid, the balls automatically arrange themselves into a close packed formation over 91% of the surface area. This high surface coverage provides an extremely effective barrier and significantly reduces the mass and heat transfer mechanisms operating between the liquid and surrounding environment. The hollow plastic balls will form a floating cover for ponds, tanks, lagoons, and other basins.

The hollow balls offer a very low conductivity that results in a extremely effective thermal insulation barrier.

With levels always moving the ECC floating ball covers will rise and fall with fluctuating water levels in tanks and reservoirs. When water levels fall the balls will double stack until the level rises again and the cover will automatically spread into a single layer of coverage.



Innovative Applications for ECC Hollow Plastic Balls Include:

- Algae Control
- Ammonia Reduction
- Bird Control
- Evaporation Control
- Municipal Water & Wastewater Reservoirs
- Odor Control
- Storm Water Management



ECC has more than 30 years experience in the design and distribution of hollow balls. More than 45,000,000 balls have been delivered as floating covers.

Advantages of ECC Shade Balls:

ECC Balls provide several advantages over other cover systems:

- Reduction of liquid loss through evaporation by up to 90%
- Reduced chemical consumption
- Improved working environments
- Allows movement of equipment through the liquid
- Eliminates algae and weeds by blocking the Sunlight UV rays.
- The balls spread automatically as the liquid levels rise and fall
- Reduced heat loss helps to maintain biological reactions during cold weather
- Rain water is not a problem. Unlike solid covers, the balls allow rain water to pass directly into the basin. There is no opportunity for ponding to occur.
- Quick and simple to install; installation is as simple as pouring the balls into the tank or reservoirs.
- The balls naturally assume equal distribution
- Immediate solution to odor problems
- Virtually maintenance free



ECC, LLC
Environmental Controls Company

Bryan Stuck

P.O. Box 15192
Wilmington, NC 28408
www.eccllc.us

(910)799-4411
Bryan@eccllc.us

David Takeda

From: bryan@eccllc.us
Sent: Friday, April 5, 2024 8:48 AM
To: 'David Takeda'
Subject: RE: Pond Cover for WWTP
Attachments: ECC Wastewater Brochure.pdf

Hello David

I've attached our brochure. **The coverage is typically 91-92%. Wind rating is usually up to 110 mph with 12"** freeboard. Please feel free to ask any additional questions.

Thanks

Bryan Stuck

Phone: 910-799-4411
Email: Bryan@eccllc.us
www.eccllc.us



From: David Takeda <dave@mskwater.com>
Sent: Friday, April 5, 2024 8:41 AM
To: bryan@eccllc.us
Subject: RE: Pond Cover for WWTP

Bryan,

Thank you for sending this over. Do you have any product information you can send us? I'm looking for coverage %, wind rating, and stuff like that.

David Takeda, P.E.
MSK Consulting, LLC
303-903-0918
dave@mskwater.com

From: bryan@eccllc.us <bryan@eccllc.us>
Sent: Thursday, April 4, 2024 6:11 PM
To: 'David Takeda' <dave@mskwater.com>
Subject: RE: Pond Cover for WWTP

Hello David

Thanks for the information. You would need approximately 1,618,000 balls to cover that sq ft

1,618,000 balls = \$ 1,039,565.00
Shipping = \$ 102,000.00
Total = \$ 1,141,565.00

QUOTE / ESTIMATE

SHIP TO
Bennett, CO. 80102 Attn: David Takeda, P.E.



BUYER
MSK Consulting, LLC
303-903-0918 dave@mskwater.com

<http://www.awtti.com>

Questions? 541-716-5255

Ship VIA	F.O.B.	SHIPPING TERMS
Freight	Tijuana, MX.	25% down, x% before shipping

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL(\$)
HT-AQ-CUS	Hexprotect AQUA Cover® (<i>custom water ballasted</i>) - 130 mph wind resistant - 490 gr. - 370' x 300'	161625	\$1.92	\$310,320.00
SC	Surcharge - resin shortage	161625	\$0.30	\$48,487.50
SHP	Shipping (estimate includes materials)	1	\$101,727.60	\$101,727.60
DISC	Discount - if shipped via bulk load	1	-\$48,471.70	-\$48,471.70
Notes:	25% down, x% before shipping			
			SUBTOTAL	\$412,063.40
			TAX RATE	\$0.00
			TAX	\$0.00
			S&H (Freight)	\$0.00
			OTHER	\$0.00
			ESTIMATE TOTAL USD	\$412,063.40

Incremental payments with each load; All quotations and sales of Products are exclusively and expressly made on AWTT Terms and Conditions unless otherwise agreed to in writing by Seller.

Please, review terms and conditions of sales (www.awtti.com); Acceptance of this Estimate and Purchase order issuance deems AWTT terms and conditions have been accepted

Any refusals of deliveries, re-consignments, or delays are the full responsibility of the consignee.

International orders: Taxes, fees and duties not included; Shipping are estimates only; Price of cover does not include shipping unless specified otherwise

Quote Valid for 60 Days

This communication, together with any attachments hereto or links contained herein, is for use by the intended recipient and contains information that may be privileged, confidential or copyrighted under applicable law. If you are not the intended recipient, you are hereby formally notified that any use, copying or distribution of this estimate, in whole or in part, is strictly prohibited. Please notify the sender by return e-mail and delete this estimate from your system. Unless explicitly and conspicuously designated as "E-Contract Intended", this estimate does not constitute a contract offer, a contract amendment, or an acceptance of a contract offer. This estimate does not constitute a consent to the use of sender's contact information for direct marketing purposes or for transfers of data to third parties. Removal of this notice, transfer, republication, disclosure and/or copying of all or part of this estimate, or its attachments, is strictly prohibited, except with the express, written permission of AWTT Inc.

Suggested Motion

I move to waive the RFP process and authorize Staff to purchase the AWTT Inc. Hextile system for the amount of \$412,063.40.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Robin Price, Public Works Director
DATE: June 25, 2024
SUBJECT: Court Ordered Abatement Approval

Background

During the September 27, 2023 court hearings, Judge Day entered an abatement order pursuant to Section 7-1-130 of the Bennett Municipal Code (BMC) at 390 6th Street Bennett, CO 80102.

Sections 7-1-140 and 7-1-150 of the BMC requires the Director of Public Works, along with the Board of Trustees, to take further action regarding the costs and payment of the abatement.

Abatement

Abatement of the work on 390 6th Street, Bennett, CO 80102 was scheduled for May 4, 2024. Staff gave notice of the scheduled abatement to the resident prior to doing the work.

A total of 18 labor hours were spent cleaning the front and rear area of the yard. Due to the amount of concrete in the back yard a skid steer was also used for three of the hours. Other incurred costs were a roll-off dumpster for the disposal of the debris, and the removal of the concrete to the Public Works yard.

The total of the cost of the abatement was \$1,455.00.

Staff Recommendation

Town Staff recommends the Board of Trustees approve the abatement of \$1,455.00 and authorize the Town Clerk to provide notice of assessment to the resident for payment.

Attachments

1. Chapter 7 – Article 1 Administration and Abatement of Nuisances
2. Property Abatement
3. I-70 Roll Off Receipt

ARTICLE I Administration and Abatement of Nuisances

Sec. 7-1-10. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

Brush means voluntary growth of bushes and such as are growing out of place at the location where growing, and shall include all cuttings from trees and bushes; and also high and rank shrubbery growth which may conceal filthy deposits.

Inoperable vehicle means any motor vehicle or trailer that is apparently inoperable due to being wrecked, damaged, dismantled or partially dismantled. Any of the following conditions shall raise the presumption that the motor vehicle or trailer is inoperable:

- a. Absence of a current license plate and any required validation sticker lawfully affixed thereto;
- b. Placement of the motor vehicle or trailer or parts thereof upon jacks, blocks, chains or other supports; or
- c. Absence of one (1) or more parts of the motor vehicle or trailer necessary for lawful operation thereof, including but not limited to the absence of one (1) or more wheels.

Litter means the scattering or dropping of rubbish, trash or other matter, organic or mineral.

Nuisance means anything which is injurious to health or morals, or indecent or offensive to the senses or an obstruction to the free use of property which would interfere with the comfortable enjoyment of life or property.

Refuse means and includes any grass clippings, leaves, hay, straw, manure, shavings, excelsior, paper, ashes, rubbish containers, boxes, glass, cans, bottles, garbage, waste and discarded building and construction materials, including but not limited to plaster, broken concrete, bricks, cinder blocks, stones, wood, roofing material, wire or metal binding, sacks or loose, discarded or unused material; all rubbish of any kind or nature whatsoever and any other materials commonly known as *rubbish* or *refuse* of any kind or character or by any means known.

Rubbish means any type of debris, trash, waste, refuse or rejected matter and material, whether animal, vegetable or mineral, manufactured or natural.

Trash means any worn out, broken up or used refuse, rubbish, toppings, twigs, leaves of trees or worthless matter or material.

Travel under its own power means a vehicle must be able to be started, stopped, driven forward and backward, and all tires inflated.

Weed means an unsightly, useless, troublesome or injurious growing herbaceous plant, and shall include all rank vegetable growth which emits unpleasant and noxious odors and also high and rank vegetable growth that may conceal filthy deposits.

Sec. 7-1-20. Common law nuisances.

Any nuisance which has been declared to be such by state courts or statutes or is known as such at common law shall constitute a nuisance in the Town, and any person causing or permitting any such nuisance shall be in violation of this Article.

Sec. 7-1-30. Prohibition of nuisances.

No person being the owner, agent or occupant of, or having under his or her control, any building, lot, premises or unimproved real estate within the limits of the Town shall maintain or allow any nuisance to be or remain therein.

Sec. 7-1-40. Ascertaining nuisances.

Whenever the pursuit of any trade or business or the manufacture or maintenance of any substance or condition of things shall, upon investigation, be considered by the Town Manager to be dangerous to the health of any of the inhabitants of the Town, the same shall be considered a nuisance and shall be abated.

Sec. 7-1-50. Constitution of separate offense.

In the case of any nuisance in or upon any street, alley or other public or private grounds, the author thereof shall be guilty of a separate offense for every period of twenty-four (24) hours' continuance thereof after notice has been given to abate the same.

Sec. 7-1-60. Filing complaint.

In addition to or in lieu of any procedure for abatement, a direct complaint may be filed by any person or police officer against any person who violates any provision of this Chapter.

Sec. 7-1-70. Reserved.

Editor's note(s)—Ord. No. 770-23 , § 1, adopted May 9, 2023, repealed § 7-1-70, which pertained to County Health Department powers and derived from Prior code 7-6-2; Ord. 526 section 1, 2005.

Sec. 7-1-80. Abatement of nuisance.

Any state of things prohibited by this Chapter shall be deemed a nuisance, and any person who shall hereafter make or cause such nuisance to exist shall be deemed the author thereof. However, the owner of any private ground or premises, and any person who shall have possession or control of any private ground or premises, whether he or she is the owner thereof or not, in or upon which any such nuisance shall exist or may be found, whether such nuisance has been theretofore or shall be thereafter created, shall be deemed guilty of a separate offense, as the author of a nuisance, for every period of twenty-four (24) hours' continuance of such nuisance after due notice has been given to abate the same. The written notice of twenty-four (24) hours may be given and served by the Chief of Police or other officers as he or she may designate.

Sec. 7-1-90. Declaration of nuisance by Board.

- (a) In the event that any such nuisance within or upon any public or private premises or grounds is not abated forthwith after the notice herein provided shall be given, the Board of Trustees may declare the same to be a nuisance and order the Chief of Police to abate the same, which order shall be executed without delay; and the Chief of Police shall have the authority to call for necessary assistance therefor.
- (b) Notwithstanding the foregoing, the Public Works Director shall have the authority to declare nuisances and order abatement of nuisances when the cost of abatement is less than five hundred dollars (\$500.00) and the abatement concerns weeds, junk, litter, trash, rubbish, garbage and refuse. In no event shall the Public Works Director authorize abatement of property where hazardous materials are present.

(Prior code 7-6-4; Ord. 533 §1, 2006)

Sec. 7-1-100. Abatement without notice.

In case of any such nuisance in or upon any street, avenue, alley, sidewalk, highway or public grounds in the Town, the Chief of Police may abate the same forthwith, without such notice being given.

Sec. 7-1-110. Assistance to abate authorized.

Any officer who shall be duly authorized to abate any nuisance specified in this Article, shall have authority to engage the necessary assistance and incur the necessary expenses thereof.

Sec. 7-1-120. Right of entry.

- (a) Right of Entry Generally. Whenever necessary to make an inspection to enforce this Chapter, or whenever a Community Service Officer has reasonable cause to believe there exists in any building or upon any premises any condition which constitutes a nuisance, the Community Service Officer shall first present proper credentials and request entry. If entry is refused, such officer shall give the responsible party, or if the responsible party cannot be located after a reasonable effort shall leave at the building or premises, a written notice of intent to inspect not sooner than twenty-four (24) hours after the time specified in the notice. The notice shall state that the responsible party has the right to refuse entry and that in the event such entry is refused, inspection may be made only upon issuance of a search warrant by the municipal judge, or by a judge of any other court having jurisdiction.
- (b) Search Warrants. A Community Service Officer may appear before the Municipal Judge and may request a search warrant for the inspection of a property pursuant to the procedures and standards set forth in Rule 241 of the Colorado Municipal Court Rules of Procedure. A Municipal Judge shall have power to issue search warrants authorizing Town officials, including but not limited to Community Service Officers and law enforcement officers, to inspect property for violations of this Chapter, in accordance with Rule 241 of the Colorado Municipal Court Rules of Procedure.
- (c) Emergencies. Whenever an emergency situation exists in relation to the enforcement of any of the provisions of this Chapter, a Community Service Officer may enter into any building or upon any premises within the Town, using such reasonable force as may be necessary. An emergency situation includes any situation of imminent danger of loss of, or injury or damage to, life, limb, property or threat to public safety. It is unlawful for any owner or occupant of the building or premises to deny entry to any Community Service Officer or to resist reasonable force used by the officer acting pursuant to this Subsection.
- (d) Upon entry to examine a lot, house, building or other premises, to ascertain if a nuisance exists, the authorized person(s) shall be free from any action of liability on account thereof.

(Prior code 7-6-8; Ord. 526 §1, 2005; Ord. 755-22 , § 2, 8-23-2022; Ord. No. 761-22 , § 1, 11-8-2022)

Sec. 7-1-130. Notice to abate nuisance.

- (a) The Town shall give written notice to the property owner and/or occupant of said property of any violation of this Chapter and shall give notice that said owner and/or occupant has fourteen (14) days to abate the nuisance and comply with the requirements of this Chapter.
- (b) Service of the written notice shall be by first class mail, postage prepaid, to the owner and occupant as reflected on the records of the Town or the County Assessor's office. If practicable, the notice may also be

personally served on the owner and/or occupant of the premises, or by posting such notice on the subject property, or by other means reasonably calculated to provide notice.

- (c) Abatement Order. Upon the expiration of the period of notice, or at any time thereafter, if the nuisance has not been abated on the property described in such notice, the Town may apply to the Municipal Court for an abatement order, as follows:
1. The application shall be accompanied by an affidavit affirming that the Town has complied with the notice requirements of Subsection (a) of this Section and that the owner has failed to abate the identified nuisance upon the property.
 2. The Town shall give notice to the responsible party of its application for the abatement of order in the same manner as provided in Subsection (b) of this Section for service of the original notice to abate.
 3. The notice of application for an abatement order shall include a copy of the Town's application and its affidavit in support thereof, as well as the time, date, and place at which the Town will appear before the Municipal Court to request entry of the abatement order.
 4. At the stated time, date, and place, the Municipal Court judge shall review the application for an abatement order, the affidavit, any statement of the Town in support thereof, as well as any statement and evidence presented by the responsible party, if present.
 5. Thereafter, the Municipal Court is authorized to enter an order permitting the Town to enter upon such property, abate the same and recover its costs as provided by Section 7-1-140.

(Ord. 526 §1, 2005; Ord. 755-22 , § 3, 8-23-2022; Ord. No. 761-22 , § 1, 11-8-2022)

Sec. 7-1-140. Recovery of expenses.

The expense incurred by the Town in abating any nuisance may be recovered from the author thereof as set forth in this Chapter.

Sec. 7-1-150. Report of costs.

Upon the completion of any work by the Town contemplated by this Chapter, the Director of Public Works shall report, in writing, to the Board of Trustees, a clear statement of the work done by the Town and the expense incurred in so doing, so that the Town Manager or the Board of Trustees may determine the cost of such work. The Director of Public Works shall make a separate report for each lot or parcel of land.

Sec. 7-1-160. Assessment of property.

After considering the report of the Director of Public Works, the Board of Trustees shall determine and assess the whole cost for the abatement thereof, including five percent (5%), or twenty percent (20%) in the case of noxious plant abatement, for the inspection and other incidental costs in connection therewith, upon the lots and tracts of land from which the nuisance was abated.

Sec. 7-1-170. Notice of assessment.

The Town Clerk, as soon as may be after such assessment is made, shall send by certified mail, return receipt requested, addressed to the owner of such lots or tracts of land at the reputed post office address, a notice of such assessment, which notice shall contain a description of the lots or parcels of land, the name of the owner and the amount of the assessment.

Sec. 7-1-180. Payment of assessment.

- (a) It shall be the duty of the owner to pay such assessment or object thereto, in writing, within thirty (30) days after the receipt of such notice, and in case of his or her failure to do so, he or she shall be liable personally for the amount of the assessment. The same shall be a lien upon the respective lot or parcel of land from the time of such assessment, and the Town shall have all remedies for collection thereof provided by state statutes, for the purpose of having the same placed upon the tax list and collected in the same manner as taxes are now collected. The assessment shall be a lien against each lot or tract of land until it is paid and shall have priority over all other liens except general taxes and prior special assessments.
- (b) The amount of such assessment may be paid to the Town Clerk at any time before the tax list is placed in the hands of the County Treasurer, but thereafter only to the County Treasurer.

(Ord. 526 §1, 2005)

Sec. 7-1-190. Objection to assessment; hearing.

In the event any owner desires to object to said assessment, he or she shall, within thirty (30) days after the receipt of said notice, file a written objection thereto with the Town Clerk, who shall thereupon designate a meeting of the Board of Trustees, held within twenty-one (21) days of receipt of such objection, as the date when said objector may appear and have a hearing before the Board of Trustees.

Sec. 7-1-200. Certified assessment.

In case the owner shall fail to pay such assessment or object thereto within the required time as provided above, then it shall be the duty of the Town Clerk to certify the amount of the assessment to the proper county officers, who shall collect the assessment as provided for by state law for the collection of delinquent general taxes.

Sec. 7-1-210. Cumulative remedies.

No remedy provided herein shall be exclusive, but the same shall be cumulative, and the taking of any action hereunder, including charge, conviction or violation of this Chapter in the Municipal Court, shall not preclude or prevent the taking of other action hereunder to abate or enjoin any nuisance found to exist.

Sec. 7-1-220. Concurrent remedies.

Whenever a nuisance exists, no remedy provided for herein shall be exclusive of any other charge or action, and when applicable the abatement provisions of this Chapter shall serve as and constitute a concurrent remedy over and above any charge or conviction of any municipal offense or any other provision of law. Any application of this Chapter that is in the nature of a civil action shall not prevent the commencement or application of any other charges brought under this Code or any other provision of law.

Sec. 7-1-230. Violations and penalties.

Any person who violates any of the provisions of this Chapter shall be subject to the provisions of Section 1-4-20 of this Code.

Property Abatement



welcome neighbors.

Date: 5/4/24 Requested by: Town of Bennett
Account Number: _____ Owner Name: Christopher Hartzell, Donald & Lynda Dean
Address: 390 6th Street, Bennett CO 80102

Description of Work: Removal of debris from front and back yard.

Man Hours: 18 at \$ 35 per hour = \$ 630

Man Hours: _____ at \$ _____ per hour = \$ _____

Man Hours: _____ at \$ _____ per hour = \$ _____

Total Man Cost \$ 630

Equipment: Skid at \$ 100 per hour = \$ 300

Equipment: _____ at \$ _____ per hour = \$ _____

Equipment: _____ at \$ _____ per hour = \$ _____

Total Equipment Cost \$ 300

Disposal Cost \$ 425

Other Cost: Concrete Disposal at 4th street \$ 100

Other Cost: _____ \$ _____

Total Other Cost \$ 525

TOTAL CHARGES \$ \$1,455

Attach Any Receipts That May Apply

Public Works Director: Robin Price Date: 5-4-24

Suggested Motion

I move to approve the abatement at 390 6th Street, Bennett, Colorado in the amount of \$1,455.00 and authorize the Town Clerk to provide notice of assessment to the resident for payment.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Robin Price, Public Works Director
DATE: June 25, 2024
SUBJECT: RFP 24-006 Highway 79 Permanent Trail Construction Phase II – Contract Approval

Background

Highway 79 Permanent Trail Phase II is the second portion of the Highway 79 Trail replacement project, converting the asphalt to concrete. The first portion of the project was completed in November 2020 and included the section of the trail from Centennial Drive to just past Muegge Way.

The trail for Phase II will be an 8' wide concrete trail that begins north of Civic Center Drive and continues to the north entrance of the King Soopers Parking Lot. The scope of work includes removing 1817 square yards of asphalt trail, site grading, importing fill material and adding a 6" thick concrete trail. In addition to the grant requirements, Town of Bennett Staff included a soft-surface trail on the south end of the trail in the scope of work. This part of the trail will connect pedestrians to an ADA ramp into the King Soopers Parking lot for safety, as well as add a 2' shoulder to the new trail.

Summary of RFP Bids

The Town solicited bids from contractors for RFP 24-006 on May 30, 2024. Bids were due June 17, 2024. The RFP was posted on Bidnet as well as the Town website. The response was successful and resulted in 12 contractors bidding the project, however, one contractor did submit an incomplete bid.

A summary of the submitted proposals is below that compares all contractor pricing without the temporary trail. (Town Staff did not have enough detail on temporary trail construction so removed for fair pricing comparison).

Contractor	Pricing without temporary trail
Cimbra Inc.	Incomplete
Gold Star Concrete, Inc.	\$486,366.00
Greatland Concrete & Landscaping Inc.	\$453,457.00
Jalisco International, Inc.	\$475,665.00
Kuhn Construction Inc.	\$224,631.63
Lucero Concrete Contractors	\$365,340.50
NORAA Concrete Construction Corp.	\$458,560.80
RCD Construction, Inc.	\$411,897.08
Rodriguez Construction Org LLC	\$491,644.00
Triple M Construction, LLC	\$559,016.50
Denver Pro Concrete	\$292,076.32
KRM Concrete LLC	\$485,822.00

The prices shown have been rectified for purposes of direct comparison, with adjustments made to address some variability in quantities and unit prices used by the proposers.

Staff Recommendation

After an evaluation of all bids, Staff recommends the Board of Trustees approve a contract with Kuhn Construction Inc. in the amount of \$229,232.88 (Includes temporary trail) for the Highway 79 Permanent Trail Construction Phase II.

\$202,393.48 will be funded from the Adams County Open Space Grant, \$17,679.30 of the 2' shouldering will be funded from the contingency in the Adams County Open Space Shareback Fund and \$9,160.10 will be funded from the Conservation Trust Fund.

Attachments

1. RFP 24-006
2. RFP 24-006 Addendum 1- RFI Responses
3. RFP 24-006 Proposals
 - a. Cimbra Inc.
 - b. Gold Star Concrete, Inc.
 - c. Greatland Concrete & Landscaping Inc.
 - d. Jalisco International, Inc.
 - e. Kuhn Construction Inc.
 - f. Lucero Concrete Contractors
 - g. NORAA Concrete Construction Corp.
 - h. RCD Construction, Inc.
 - i. Rodriguez Construction Org LLC
 - j. Triple M Construction, LLC
 - k. Denver Pro Concrete
 - l. KRM Concrete LLC
4. SH79 Trail Proposal Comparison

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 5/30/24
Project Number: 24-006
RFP Title: Highway 79 Permanent Trail Construction Phase II
Proposals Due: June 17th, 3:00 p.m., Local Time
Submit Proposals to: [Submission Form](#)

For Additional Information Please Contact: Robin Price
 (303) 644-3249 Ext. 1013
 Email: rprice@bennett.co.us

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

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

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

PRINT OR TYPE YOUR INFORMATION

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

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to **Highway 79 Permanent Trail Construction Phase II** ("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Proposals ("RFP").

II PROJECT DESCRIPTION

The trail that runs along Highway 79 through Bennett was installed as a temporary asphalt trail in 2008 by the developers responsible for the King Soopers in Bennett Market Place. This trail has quickly become the backbone of the Town's trail system. The Town replaced a portion of the trail in 2020 but there is still an asphalt portion that needs replaced. The trail will be a 8' wide concrete trail just past Muegge Way to the North Marketplace.

III SCOPE OF WORK

The scope of the project includes removing 1817 SY of asphalt trail, site grading, importing fill material, and adding a 6" Thick Concrete Trail. Scope also includes a crusher fines trail on the south end at King Soopers.

IV PROJECT SCHEDULE

Anticipated milestones for the Project are as follows:

May 30, 2024	Issue Request for Proposal
June 17, 2024 3:00 p.m.	Proposal Submittal Deadline
June 17, 2024	Bid Opening (Please Note: Not a Public Opening!
June 26, 2024	Award Contract
July 8, 2024	Begin Work
July 22, 2024	Commence Work

RFP INSTRUCTIONS

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

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

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

One (1) copy of the Proposal shall be submitted 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 30, 2024	Issue Request for Proposal
June 17, 2024 3:00 p.m.	Proposal Submittal Deadline
June 17, 2024	Bid Opening
June 26, 2024	Award Notification
June 28, 2024	Award Contract

TERMS AND CONDITIONS

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

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

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

Bid Item #	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS		
2	Pothole Existing Utilities		HR		
3	Erosion Control	1	LS		
4	Remove Existing Asphalt Trail	1817	SY		
5	Unclassified Excavation		CY		
6	Import Fill from 4th St	1568	CY		
7	Reconditioning	1818	SY		
8	Concrete Trail 6-inch depth	1818	SY		
9	Import and Place Class 6 Road Base for Shoulder		TON		
10	Topsoil - Salvage and Replace 6-Inch Depth		CY		
11	Seed and Mulch (CDOT Approved Mix)	1.6	AC		
12	Import and Place Crusher Fines Trail	70	TN		
13	ADA Ramp Rebuild	4	EA		
14	<u>Temporary Trail Construction (Alignment TBD)</u>	<u>2045</u>	<u>LF</u>	-	-
Base Bid					\$
Soft Cost (5%)					
Contingency (10%)					
Total Bid					\$

SUBMISSION FORM

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

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

Attn: 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:

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

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of 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: June 12, 2024

Proposal Number: RFP 24-006

Proposal Title: Highway 79 Permanent Trail Construction Phase II Addendum #1

For Additional Information Please Contact: Robin Price, Public Works Director
(303) 644-3249 ext 1013
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. Does the town have an anticipated contract time for the project? Calendar days, working days?
 - **Contract Award Date is June 26th. Once the contractor is chosen for this project The Town will work with the contractor on the exact start date as well as the schedule of working days. There are no set days or working days until designated with the contractor.**
2. What are the working hours of the project? Are there any restrictions on working hours?
 - **Monday through Saturday 7 a.m. to 7 p.m.**
3. In the price sheet there is a couple of line items that have No quantity are we to assume you are looking for a per unit price?
 - **Yes, please include per unit price.**
4. What are you looking for on the soft cost & contingency price?

- Please refer to page 9 of Bid sheet. The soft cost is 5% and the contingency is 10% of the base bid.



6/17/2024

RE: General Firm Information including length of time in business

CIMBRA Inc. it's been in business for over 10 years providing our clients with expertise in restoration including Seeding, erosion control, stormwater, site concrete, landscaping and Metalwork services.

We are classified as a Small, Minority, Woman-Owned, Disadvantaged Business, (SBE/MWBE/DBE/EBE) with the City and County of Denver.



6/17/2024

RE: Resumes of key project personnel and percent of team that is local

Miriam Rodriguez-Owner Operator and Project Manager -100%

Jack Martin- Project Manager-100%

Alberto Vargas -Field Supervisor-100%

Hugo Herrera- Foreman-100%



6/17/2024

RE: Miriam Rodriguez Resume

CIMBRA INC. 2/12/2019- Present
Owner Operator and Project Manager
Miriam Rodriguez

Service and Operation:

- Services: Perform landscaping, land reclamation, concrete, welding, interior carpentry
- Marketing, sales and storm water.
- Sets policy for company direction/scope of operations
- Bidding and estimating
- Major purchasing decisions
- Supervises field operations
- Attends bid openings and lettings
- Perform office management (billing, accounts receivable/payable, etc.)
- Hires and fires management staff
- Hire and fire field staff or crew
- Signs business checks
- Purchase Equipment

A&M

July 2016 to February 2023

- Provided project management and performed landscaping, land reclamation, concrete, welding and interior carpentry. Performed Marketing and sales, Bidding and estimating.
- Supervised workforce
- Operating equipment
- Accounts payable and receivables



6/17/2024

RE: Alberto Vargas Resume

CIMBRA INC. 2/12/2019- Present
Restoration Supervisor

Restoration Site Recognition/TCP and Permit Process Coordination

Cimbra Inc. Brighton Co

04/2019- Present

Pre-restoration site recognition for concrete, asphalt and soft surface. Permitting and Traffic control process paperwork.

Achievements/Tasks

- Location and Site map creation
- TCP process paperwork
- Permitting process paperwork
- Permitting request by city or county jurisdiction

Restoration of native landscape disturbed by construction activities in central Colorado.

Achievements/Tasks

- Customer and subcontractor negotiations
- Meetings with inspectors and contractors
- Field work including safety encouragement, crew organization, delegate responsibilities
- Material and equipment acquirement
- Heavy equipment handling (i.e. tractors, tools.)
- Project budgets.
- Invoicing



6/17/2024

RE: Hugo Herrera Resume

CIMBRA INC. 2/12/2019- Present
Foreman

Over of 25 year of experience in concrete and asphalt rehab for different cities and counties around de state of Colorado.

Skills:

- Project Management
- Communication with cities inspectors and prime contractors
- Civil Engineer knowledge
- Heavy equipment handling

Certifications:

- 30h OSHA Certification
- Red Cross
- Rail and RTD



6/17/2024

RE: Proposed Schedule to complete the Project

This project it is estimated to be completed within 30 days

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 5/30/24
Project Number: 24-006
RFP Title: Highway 79 Permanent Trail Construction Phase II
Proposals Due: June 17th, 3:00 p.m., Local Time
Submit Proposals to: Submission Form

For Additional Information Please Contact: Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

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

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: Gold Star Concrete Inc Fax: _____
Address: 199 Muiel Dr. City/State: Northglenn CO Zip: 80233
Contact Person: Leobardo Enriquez Title: President Phone: (720) 357-3375
Authorized Representative's Signature: Leobardo Enriquez Phone: _____
Printed Name: Leobardo Enriquez Title: President Date: 06/17/2024
Email Address: goldstarconcrete15@gmail.com



Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio
Surety Administrative Office:
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

BID BOND

Nationwide Mutual Insurance Company vouches that this document conforms to
American Institute of Architects Document A310, 2010 Edition.

CONTRACTOR: (Name, legal status and address)

Gold Star Concrete, Inc.
199 Muriel Dr
Northglenn, CO 80233

SURETY: (Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

OWNER: (Name, legal status and address)

Town of Bennett
207 Muegge Way
Bennett, CO 80102

BOND AMOUNT: Five percent of the total bid amount (5%)

PROJECT: (Name, location or address, and Project number, if any) Highway 79 Permanent Trail Construction Phase II, Muegge Way to North Marketplace, Bennett

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

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

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

Signed, and sealed this 17th day of June, 2024

[Signature]
(Witness to Principal)

Leobardo Enriquez
(Principal's Signature) (Seal)

Leobardo Enriquez, President
(Title)

Geno Alcorta
(Witness to Surety)

Nationwide Mutual Insurance Company
(Surety) (Seal)

By: Christine Crowder
Christine Crowder, Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CALLY LEVER; CHRISTINE CROWDER; CINDY BURNETT; DOUGLAS ROTHEY; JEFF B BERVEN; KIM PAYTON; SCOTT E METZGER; SCOTT M WHITE; WES BUTORAC; ZACH ROTHEY;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of June 2024

[Handwritten signature of Laura B. Guy]

Assistant Secretary

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

Bid Item #	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$3,000.00	\$3,000.00
2	Pothole Existing Utilities		HR	\$200.00	\$200.00
3	Erosion Control	1	LS	\$6,000.00	\$6,000.00
4	Remove Existing Asphalt Trail	1817	SY	\$26.00	\$47,245.00
5	Unclassified Excavation		CY	\$80.00	\$80.00
6	Import Fill from 4th St	1568	CY	\$25.00	\$39,200.00
7	Reconditioning	1818	SY	\$18.00	\$32,725.00
8	Concrete Trail 6-inch depth	1818	SY	\$100.00	\$181,800.00
9	Import and Place Class 6 Road Base for Shoulder		TON	\$80.00	\$80.00
10	Topsoil - Salvage and Replace 6-Inch Depth		CY	\$100.00	\$100.00
11	Seed and Mulch (CDOT Approved Mix)	1.6	AC	\$5,000.00	\$5,000.00
12	Import and Place Crusher Fines Trail	70	TN	\$100.00	\$7,000.00
13	ADA Ramp Rebuild	4	EA	\$3,000.00	\$12,000.00
14	Temporary Trail Construction (Alignment TBD)	2045	LF	\$25.00	\$51,125.00
Base Bid					\$385,555.00
Soft Cost (5%)					\$19,277.75
Contingency (10%)					\$38,555.50
Total Bid					\$443,388.25

Not to Exceed Total:

Four hundred forty-three thousand, three hundred
eighty-eight Dollars twenty five cents.

SUBMISSION FORM

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

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

Attn: Person in Charge
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)

\$ 443,388.25

State total bid price with discount

\$ 443,388.25

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:

Gold Star Concrete Inc
NAME (Legal Name)

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

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

Gold Star Concrete Inc.
NAME (As it appears on invoice)

199 Muriel Dr.
ADDRESS

Northglenn Co 80233
CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

N/A
STREET ADDRESS

N/A
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

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Gold Star Concrete Inc	
	2	Business name/disregarded entity name, if different from above. N/A	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions. 199 Muriel Dr	Requester's name and address (optional) Town of Bennett
	6	City, state, and ZIP code Northglenn Co 80233	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or									
Employer identification number									
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47	-	37	23694						

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 06/17/2024
------------------	------------------------------	------------------------

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____

OR

Federal Identification Number

47-3723694

Name of Business Owner (please print)

Gold Star Concrete Inc. / Leonardo Enriquez

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 06/17/2024

Print Name

Leonardo Enriquez

Telephone Number

(720) 757-3775

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:

1. Statements of Qualifications including:

i. General firm information including length of time in business:

Gold Star Concrete Inc is a corporation that started business on April 15th, 2015, with owner Leobardo Enriquez as president. We started as a smaller family-based company until we started expanding, having an average of 20 employees yearly.

Our focus is concrete work. As Gold Star Concrete Inc we have gathered experience in removal and replacement of concrete sidewalk, curb and gutter, ADA/RAMP, with much more in the concrete field.

ii. Resumes of key project personnel and percent of team that is local:

All of Gold Star Concrete Inc's employees are 100% local, we are a local Colorado-Denver Metro area business.

Gold Star Concrete Inc has 20 employees, of which 18 are always on field.

Our project manager is Leobardo Enriquez who is the owner of Gold Star Concrete Inc, Leobardo has over twenty years of experience in the construction-concrete field. He started at a young age as a laborer, changing to various positions then becoming a finisher and heavy equipment operator until he decided to build his own business. Leobardo is usually who takes care of the projects scheduling and making sure everything is working on time.

Our Superintendent is Luis Payan, he has over 15 years of experience in construction-concrete work with 8 years of experience managing and leading a team. He is always on the field and leading the team.

As part of our team, we have two TCS members and 3 flaggers on the field every day. Depending on case by case, if necessary, we subcontract additional, but we usually work with our team. We also have 6-8 Concrete Finisher with over 5 years of experience each, four heavy equipment operators, two drivers and the rest general laborers. All our employees have a minimum of 3-5 years of experience in concrete.

Up to this point all our employees have been employed by Gold Star Concrete Inc for one year.

Resumes:

Leobardo Enriquez: President; Attached

Briana Moreno: Operations Manager; Attached

iii. Location of key project personnel and availability

Since all our employees are local, we usually work in the Denver-Metro area. Going as north as Fort Collins and South as Parker; and perform any work in the West and East sides of the Metro Area.

Leobardo Enriquez
199 Muriel Drive
Northglenn, CO 80233
720-474-1145

Education:

High School Diploma 1991

Work Experience

President November 2017 – Present

Gold Star Concrete Inc.

- Taking on responsibility of managing the work crew to provide quality concrete work in a timely fashion, at a reasonable price. This includes removal/replacement of sidewalk, curb/gutter, cross pans and ADA ramps for the cities of Boulder and Westminster.
- Maintaining all work equipment on a regular basis.
- Promoting the company for future contracts and projects.

Vice President January 2016 --- October 2017

Gold Star Concrete Inc.

- Taking on responsibility of managing the work crew to provide quality concrete work in a timely fashion, at a reasonable price. This includes removal/replacement of sidewalk, curb/gutter, cross pans and ADA ramps for the cities of Boulder and Westminster.
- Maintaining all work equipment on a regular basis.
- Promoting the company for future contracts and projects.

Foreman February 2003 - December 2015

Keene Concrete

- Taking on responsibility of managing the work crew to provide quality concrete work in a timely fashion, at a reasonable price. This includes removal/replacement of sidewalk, curb/gutter, cross pans and ADA ramps.
- Maintaining all work equipment on a regular basis.
- Promoting the company for future contracts and projects.

Skills

- Concrete removal and replacement for flatwork, curb and gutter, handicap ramps, and cross pans.
- Asphalt patching.
- Certified Traffic Controller.
- 25 years of experience in the concrete/asphalt business.



BRIANA ARISBETH MORENO

Bachelor's Degree in International Business

Personal Objective:
Enjoy every day, day by day!

Denver, Colorado
Address: 2220 W 74th Ave Denver,
Colorado 80221
Mobile Phone: 720-757-3775
Email: briana671@hotmail.com

Personal information

- ❖ Date of birth: October 29, 1994
- ❖ Place of birth: Estados Unidos
- ❖ Nationality: American / Mexican
- ❖ Driver's license: Colorado

Abilities

- ❖ Administration
- ❖ High responsibility
- ❖ Teamwork
- ❖ Negotiation
- ❖ Decision making
- ❖ Bilingual work and translation
- ❖ Marketing
- ❖ Business Plan Development
- ❖ Customer Service
- ❖ Quick learning

Areas of Interest

- ❖ Commercialization
- ❖ Customs
- ❖ Banking
- ❖ Administration
- ❖ Finance
- ❖ Customer Service

Languages

English: Native

Spanish: First Language

References

Juan Cortes
(310) 437- 3787
Colorado Credit Union Manager
Anthony Taylor
(720) 688-6682
PNC BANK Manager

EDUCATION

- Bachelor in International Business Autonomous University of Chihuahua, Mexico; Faculty of International Economics **2013-2017**.
- Elementary education and higher secondary education, United States **2000-2006** and **2011-2012**.
- Course Integral Program of Exporting Development (30 hours) November **2017**.
- Cost Engineering Course (**OPUS Program 30 hours**): Software that generates the quantitative costs in construction works that in turn can be applied in an export process.
- ENACTUS UACH (Entrepreneurial Action for Others and Us) Counselor, Marketing and Exhibitor in National competition. **August 2015-May2017**.

WORK EXPERIENCE

- ~Operations Manager for Gold Star Concrete Inc (2022-Up to date)
- **BBVA BANK now PNC BANK (2020-2021)**
 - Financial and Sales Advisor- Banker
- **BBVA BANK now PNC BANK (2018-2020)**
 - Sales and Service Advisor- Universal Banker
- **RSM CONSULTING (January- August 2018)**
 - Business Plan Development
 - Customer service
 - Accounting Support
 - International Services Manager
- **Coordinator of Promotion of Foreign Trade of the State of Guanajuato (COFOCE). August-December 2017**
 - Practitioner of the Training and Certifications management.
 - Participation in the organization, promotion and development of specific training in foreign trade matters.
 - Participation in national and international events such as Foro-Go Innovation and FIMODA 2017.
 - Participation in the development of business meetings between manufacturers of the State of Guanajuato and international buyers.
- **CONAFE (National Council for Educational Promotion). July 2017**
 - Summer tutor; imparting summer classes to the students of the community of Las Eras in the municipality of Huejotitan, Chihuahua Mexico.
- **Silva Construction. July 2011- August 2012**
 - Secretary and administrative assistant
 - Making payroll

EXTRACURRICULAR ACTIVITIES

- Work Place Solution (2018-2021)
- Speaker at the International Congress of Multidisciplinary Scientific Research "ICM 2017" Entitled "The New Opportunities of Mexico with the Exterior" Tecnologico de Monterrey, Chihuahua Campus 17 November 2017
- Speaker at the Congress of International Economics, Business and Globalization Entitled "The New Opportunities of Mexico with the Exterior" Faculty of International Economics, Autonomous University of Chihuahua 27 October 2017
- Collaboration and participation in the realization of the Social Development Forum for the integration of the State Development Plan 2017 of the state of Chihuahua December 2016
- Speaker at the International Congress of Multidisciplinary Scientific Research "ICM 2015" Titled "Sensorial Marketing" Tecnologico de Monterrey, Chihuahua Campus November 13, 2015

2. Proposed Project team including Project Manager and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.

Our Project manager is our President Leobardo Enriquez, he always manages any project that is on hand. Gold Star Concrete is a self-performing business, we do not subcontract any labor.

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.

As a main strategy we like working in a fast pace, that way if any comes out of hand, we have sufficient time to complete anything. Our leader Leobardo is always looking after our employees and making sure everyone is completing their part in a timely manner.

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.

Attached:

Project 1

Project Name and Location: 2023 Project Engineering Concrete Repair Program TA-1
City of Loveland

Bid Amount: \$1,040,596.81

Final Contract Amount: \$1,040,596.81

Year Completed: 2023

Contract Completion Time: 150 Days

Actual Completion Time: 116 Days

Description of Work: Concrete Construction repair for all the City
of Loveland Colorado.

Reason for Change Orders:

N/A Contract was completed as planned

Reason for Project Delays:

N/A Contract was completed in time

Names and Titles of Key Contractor Personnel:

Leobardo Enríguez = Supervisor

Luis Sanchez Payan = Foreman

Name, Address, and Telephone Number of Owner:

City of Loveland (Public works / Transportation Engineering)

2525 W 1st St Loveland CO 80537

(970) 443-4203

Name, Address, and Telephone Number of Architect or Engineer:

John Seufert / (970)-962-2559 / 2525 West 1st Street,

Loveland CO 80537

Name, Address, and Telephone Number of Construction Manager:

John Seufert

2525 W 1st St, Loveland CO 80537

(970) 962-2559

Project 2

Project Name and Location: 9756 Concrete Sidewalk, Ramp and ADA upgrades
City of Ft Collins

Bid Amount: \$514,166.70

Final Contract Amount: \$514,166.70 Year Completed: 2023

Contract Completion Time: 365 Days

Actual Completion Time: 365 Days

Description of Work: Performed concrete upgrades involving removal of
sidewalk and ADA Ramps and replacement all over the City of
Fort Collins. Contract was for one year option to extend four years.

Reason for Change Orders:

N/A No Change order done

Reason for Project Delays:

Project completed on time

Names and Titles of Key Contractor Personnel:

Leobardo Enriquez / Supervisor

Luis Sanchez Payan / Foreman

Name, Address, and Telephone Number of Owner:

City of Fort Collins / Purchasing Division
215 N. Mason St 2nd Floor Fort Collins CO 80522
(970) 221-6775

Name, Address, and Telephone Number of Architect or Engineer:

Adam Hill
215 N Mason St Fort Collins CO 80522
(303) 349-3785

Name, Address, and Telephone Number of Construction Manager:

Kari Craven
281 N College Ave Ft Collins CO 80524
(970) 222-3984

Project 3

Project Name and Location: City of Boulder/ Misc Concrete Projects

Bid Amount: \$603,811.74

Final Contract Amount: \$653,081.74 Year Completed: 2023

Contract Completion Time: 150 Days

Actual Completion Time: 120 Days

Description of Work: Construction-concrete upgrades done all over the City of Boulder with option to extend 1-4 year contract.

Reason for Change Orders:

There was additional pipes added that were not in the original Contract.

Reason for Project Delays:

N/A No delays in project

Names and Titles of Key Contractor Personnel:

Leobardo Enquez = supervisor
Luis Sanchez Pagan = Foreman

Name, Address, and Telephone Number of Owner:

City of Boulder Public Works Department
1101 Arapahoe Ave - 3rd Floor Boulder CO 80306
(303) 441-4918

Name, Address, and Telephone Number of Architect or Engineer:

Brian German
1101 Arapahoe Ave - 3rd Floor Boulder CO 80306
(303) 579-8709

Name, Address, and Telephone Number of Construction Manager:

Brian German
PO Box 791 Boulder CO 80306
(303) 579-8709

5. Proposed schedule to complete the Project.

This project is anticipated to start in July-August and conclude right after.

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

The project is anticipated to finish within 60 days of start date, the anticipated base bid is \$385,555 with a total bid amount of \$443,388.25 excluding quantities not added in the pricing form. The hourly ratings of our key personnel are included in the base bid.



Town of Bennett

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

REQUEST FOR PROPOSALS

ADDENDUM #1

Date: June 12, 2024

Proposal Number: RFP 24-006

Proposal Title: Highway 79 Permanent Trail Construction Phase II Addendum #1

For Additional Information Please Contact: Robin Price, Public Works Director
(303) 644-3249 ext 1013
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. Does the town have an anticipated contract time for the project? Calendar days, working days?
 - **Contract Award Date is June 26th. Once the contractor is chosen for this project The Town will work with the contractor on the exact start date as well as the schedule of working days. There are no set days or working days until designated with the contractor.**
2. What are the working hours of the project? Are there any restrictions on working hours?
 - **Monday through Saturday 7 a.m. to 7 p.m.**
3. In the price sheet there is a couple of line items that have No quantity are we to assume you are looking for a per unit price?
 - **Yes, please include per unit price.**
4. What are you looking for on the soft cost & contingency price?

- Please refer to page 9 of Bid sheet. The soft cost is 5% and the contingency is 10% of the base bid.

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 5/30/24
Project Number: 24-006
RFP Title: Highway 79 Permanent Trail Construction Phase II
Proposals Due: June 17th, 3:00 p.m., Local Time
Submit Proposals to: [Submission Form](#)

For Additional Information Please Contact: Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

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

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: Greatland Concrete & Landscaping Inc. Fax: Na
Address: 161 s Ames st City/State: Lakewood Zip: 80226
Contact Person: Rafael Title: President Phone: 7209846487
Authorized Representative's Signature: *Rafael Rodriguez* Phone: 7209846487
Printed Name: Rafael Title: President Date: 6/16/24
Email Address: Greatland161@gmail.com



Owner: Rafael Rodriguez/President

Email: greatland161@gmail.com

Number:720-984-6487

Location:161 s ames st Lakewood Co 80226



April 9 ,2024

To Whom it may concern,

Brief History on Greatland Concrete, We are a dad and son owned business and started in 2017 as a Resident only construction company, and in 2021 we decided to jump into public works and have done multiple projects for many different cities in Colorado, we have 15 on field employees and all experts on concrete and asphalt subcontractors Greatland Uses are Statewide for Traffic control and Atlas Testing For concrete testing and Asphalt testing.

From pueblo,Colorado Springs, Manitou, Laffayette, Castle Rock,Denver,Commerce city, Englewood,Lakewood

With Owner having 30 plus years experience in public works.

Greatland Concrete Agrees willingness to comply with the insurance, bonding, and indemnity provisions of the on-call agreement.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Great Land Concrete Work & Landscaping Inc

is a

Corporation

formed or registered on 04/02/2016 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161241322 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/10/2024 that have been posted, and by documents delivered to this office electronically through 04/12/2024 @ 12:55:55 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/12/2024 @ 12:55:55 in accordance with applicable law. This certificate is assigned Confirmation Number 15938737 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

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

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



Greatland Concrete is certain and agrees to address immediate or emergency requests from the City.

1. Can you please provide us with your references? Municipal work is preferred.

Additionally, resumes for the staff that will be working on the project.

This is the biggest project we had in 2023 and we did another project of concrete renovations around manitou here is Projects manager info and other references of other city inspectors and project managers where we completed work.

**City of manitou Springs Trail renovation Manitou Springs ,Paso county ,CO
We are the General Contractors**

TOTAL PROJECT BID\$690,000

Started June 2023

Dole Grebenik, P.E.

City Engineer

City of Manitou Springs Main | (719) 685-5481 dgrebenik@manitouspringsco.gov

606 Manitou Avenue

Manitou Springs, CO 80829

Here is another project reference 2023 Miscellaneous Concrete Replacement Project

Alex Morrow | Senior Construction Inspector Town of Castle Rock | Public Works Department 4175 Castleton Court | Castle Rock, CO 80109 E-mail:

amorrow@crgov.com

Cell: 720.364.5612

Here Is another project info and reference City of Englewood Trail Concrete replacement Englewood, Arapahoe county , CO CFC-22-114 Asphalt Replacement , ADRIAN TORES ENGINEERED , Us as the General Contractor

Adrian Torres
Open Space Manager
City of Englewood | Parks, Recreation, Library and Golf 1000 Englewood Parkway Englewood, CO 80110 englewoodco.gov | o: 303.762.2538
Here another reference

Tony Jaramillo, Parks Capital Projects Manager

**City of Commerce City | 13905 E. 112th Avenue | Commerce City, CO
tjaramillo@c3gov.com Cellular: 303-944-9112 | www.c3gov.com**

If more projects or references needed ask and we can provide more.

6. How many employees do you plan to dedicate to this project? How many W-2 employees does your company currently have?

Here is the workers to be dedicated to this project and we have 13 W-2 employees

**Rafael Rodriguez -owner
Ruben Ruby -Superintendent
Luis Gutierrez -foreman
Gerardo Contreras- finishing foreman Elias Sanchez-finisher/form setter**

**Armando Trejo-finisher/form setter
Hector Casillas-finisher/form setter
Samuel Lopez -finisher /form setter
Jose Rodriguez-finisher /form setter/operator**

Jorge Gutierrez-operator/form setter Hugo Escobedo-operator/finisher

Edgar Gutierrez -labor Fransisco Hernandez -labor Daniel Hernandez -labor Carlos escobedo-labor Manuel Escobedo-operator

RESUME

Rafael Rodriguez been in the construction realm since 1984 learning multiple traits on the way but fell in love with concrete making in part of my life for over 30 years learning the ins and outs of concrete to the most basic concrete pour to the most complicated working in many companies like Lunas construction, quality paving, Goodland construction being foreman and superintendent for 28 years and in 2016 deciding to start my own company taking the risk and starting residential and moving to public works in 2021 doing that because I've spent my whole life working on city jobs and public works, parks and it just felt right to start doing those type of jobs and ever since seeing a constant grow in the company and now looking for new opportunities to do more public work jobs and make this company grow.

RESUME

Luis Gutierrez Superintendent of Greatland Concrete being part of construction since a year after I graduated high school 2008 joining CECO as my first construction company while in college then moving to MCClone and the to CATAMOUNT and the moving to Greatland in 2019 and enjoying the opportunities they have given me and also the teachings worked as a foreman most of my years then doing surveying for 1 year in CATAMOUNT then moving here and helping this company with my experience and knowledge to run project as the Superintendent and gladly going to do it for more years because they have really treated with respect and hear me when I have a idea.

RESUME

Ruben Ruby superintendent/foreman of Greatland he joined Greatland 2023 having a close relationship with owner as he started as a labor at Goodland Concrete when he was 17 years and Rafael Rodriguez owner of Greatland today was his Foreman during that time and learned From Rafael and later Ruben becoming a foreman of Goodland and moving to another concrete company in 2021 as superintendent and then joining Greatland in 2023 knowing the values and quality work Rafael likes to do he was up to the challenge and wanted to help and grow with Greatland concrete bringing his 26 years of experience in the concrete/ construction industry to the team.

2024 projects on hand.

1.Project with city of englewood.

ITB-23-032

Title

SIDEWALK AND RAMP GAP DESIGN

To be completed 2/19/24

Description:General Scope of Work Description

The work to be performed under this contract for Sidewalk and Ramp Gap Construction includes the addition of approximately 750 linear feet of 6” sidewalk to connect the existing gap in sidewalk on the north side of W. Union Avenue, west of S. Santa Fe Drive, to the access for Creekside Experience Park, which

is referred to as Package 1. Package 1 will also include repairing deteriorated drive cuts along W. Union Avenue, the relocation of a fire hydrant, construction of 6” to 2’ retaining walls to accommodate the newly constructed sidewalk, and construction of an ADA ramp. Package 2, which includes the addition of approximately 500 linear feet of 6” sidewalk to connect the sidewalk access at the Little Dry Creek Trail to the parking lot at W. Floyd Avenue and S. Inca Street. Package 2 will also include the construction of an ADA ramp.

Mobilization, construction surveying, and traffic control shall also be provided by The Contractor for the project.

2.Project with city of Lafayette

City of Lafayette: Public Road Tree Planter Replacements ITB-23-01-LR

To be completed 05/01/24

The work includes, but is not limited to, furnishing labor, materials, and equipment for the construction of approx. 5,500 sq. ft. of concrete walkway, approx 235 individual stone paver resets, decorative concrete seating and planters, irrigation piping and landscape plantings, electrical relocation, and any/all other items necessary to complete the project, including traffic/ pedestrian control, demolition,

Suppliers:

HOLCIM

Alliedrecycle

Bowman

Siteone

Bobcat of the rockies

Equipment:

3 Speed 245 CAT Skids
1 55G John deer Excavator
2 KW Tandems
2 Heavy duty Trailers

Subs:

Traffic Control Sub:
Statewide Safety Systems
4975 Paris St
Denver, Colorado 80239
m: 303 941 8639
o: 720.343.2335

FA1	Laborer	Hour	10	\$30.00	\$300.00	
FA2	Foreman	Hour	10	\$45.00	\$450.00	
FA3	Finisher	Hour	10	\$40.00	\$400.00	
FA4	Form Setter	Hour	10	\$36.00	\$360.00	
FA5	Skid Steer and Operator	Hour	10	\$39.00	\$390.00	
FA6	Mini Trackhoe and Operator	Hour	10	\$50	\$500	
FA7	Dump Truck and Operator	Hour	10	\$50.00	\$500.00	
FA8	Backhoe and Operator	Hour	10	\$50	\$500	

- i. Project manager(s); \$55
- ii. Superintendent(s); \$50

iii. On-site supervisor(s); \$45

iv. Clerical/admin services; \$45

Work in hand 2024:

Work in hand:

2024 city of Greenwood Village concrete repair

Value: 1.4million

Started:April/24

End date:October/2024

COMMERCIAL CONSTRUCTION SCHEDULE TEMPLATE

Highway 79 Permanent Trail Construction Phase II

Town of Bennett

7/25/2020

PROJECT NAME

CLIENT NAME

DATE

Along Highway 79

Ruben Ruby

1

LOCATION

PROJECT MANAGER

PAGE

WBS	WBS Name	Start Date	Finish Date	Duration (in Day)	% Completed	7/13/2024							7/20/2024							7/27/2024								
						S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	Mobilization																											
1.1	Traffic control	7/8/2024	7/8/2024	1	100%		■																					
1.2	Erosion control	7/8/2024	7/8/2024	1	70%		■																					
1.3	Demo Asphalt	7/8/2024	7/11/2024	3			■	■	■	■																		
1.4	Clear and grubbing	7/11/2024	7/12/2024	1						■	■																	
2	Subgrade prep	7/11/2024	7/12/2024	1						■	■																	
2.1	Form set	7/15/2024	7/17/2024	2								■	■	■														
2.2	First pour 100cy	7/16/2024	7/16/2024	1									■															
2.3	Second pour 100 cy	7/17/2024	7/17/2024	1										■														
3	Third pour 100 cy	7/18/2024	7/18/2024	1											■													
4	Ramp prep	7/18/2024	7/19/2024	1											■	■												
5	2 Ramps pour	7/22/2024	7/22/2024	1																	■							
6	2 ramp pour	7/22/2024	7/22/2024	1																	■							
7	Crusher fines prep	7/23/2024	7/23/2024	1																		■						
8	Crusher fines installment	7/24/2024	7/24/2024	1																			■					
9	Last backfill\ seeding	7/25/2024	7/25/2024	1																				■				
10	Clean	7/26/2024	7/26/2024	1																					■			
11																												
12																												
13																												
14																												
15																												
16																												
17																												

Greatland Concrete approach

We love to give great products and quality first we will set up erosion control and most importantly traffic control for safety of pedestrians.

Next we will construct temporary trail for pedestrians.

We will then start demoing asphalt will take 3 days for those 400 plus tons to be removed and haul.

Then we will start with sub grade prep and form set up

Then will start pours of 100 cy for 3 days to complete full trail

We will also be doing crusher fines trail as time needed and how things go in field it will get installed.

Ada ramps will be installed in pairs of 2 and pour in morning and afternoon for ramps.

Backfill and seed will be done end of project

We will then do final clean up

Time it will take to complete project

2 to 3 weeks.

RFP INSTRUCTIONS

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

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

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

One (1) copy of the Proposal shall be submitted 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 30, 2024	Issue Request for Proposal
June 17, 2024 3:00 p.m.	Proposal Submittal Deadline
June 17, 2024	Bid Opening
June 26, 2024	Award Notification
June 28, 2024	Award Contract

TERMS AND CONDITIONS

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

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

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

Bid Item #	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$5000	\$5000
2	Pothole Existing Utilities		HR	\$185	
3	Erosion Control	1	LS	\$1,200	\$1,200
4	Remove Existing Asphalt Trail	1817	SY	\$18	\$32706
5	Unclassified Excavation		CY	\$60	
6	Import Fill from 4th St	1568	CY	\$28	\$43,064
7	Reconditioning	1818	SY	\$31.5	\$57,267
8	Concrete Trail 6-inch depth	1818	SY	\$80	\$145,440
9	Import and Place Class 6 Road Base for Shoulder		TON	\$80	
10	Topsoil - Salvage and Replace 6-Inch Depth		CY	\$90	
11	Seed and Mulch (CDOT Approved Mix)	1.6	AC	\$312.5	\$500
12	Import and Place Crusher Fines Trail	70	TN	\$265	\$18,550
13	ADA Ramp Rebuild	4	EA	\$4000	\$12,000
14	<u>Temporary Trail Construction (Alignment TBD)</u>	<u>2045</u>	<u>LF</u>	<u>\$1</u>	<u>\$2025</u>
Base Bid					\$ 317,752
Soft Cost (5%)					4000
Contingency (10%)					5000
Total Bid					\$ 326,752

Not to Exceed Total:

SUBMISSION FORM

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

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

Attn: Person in Charge
Title
RFP:

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

YES NO

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

YES NO

State percentage of prompt payment discount, if offered

6 %

State total bid price (include all items bid)

\$326,752

State total bid price with discount

\$307,146.88

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:

Great Land Concrete Work & Landscaping 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):

Great Land Concrete Work & Landscaping Inc
NAME (As it appears on invoice)

161 s Ames st
ADDRESS

Lakewood Co, 80226
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

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 06-16-24
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____-_____-_____

OR

Federal Identification Number _____-1791942

Name of Business Owner (please print) Great Land Concrete work & Landscaping INC.

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 Rafael Rodriguez

Date 06/16/24

Print Name Rafael Rodriguez

Telephone Number () 7209846487

**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:

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

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of 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; WORK BY ILLEGAL ALIENS PROHIBITED

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

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

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

If to the Town:

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

If to the Contractor:

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

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

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

TOWN OF BENNETT
A Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
Town Clerk

CONTRACTOR:

By: _____
Title: _____
Date: _____

Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

Exhibit B

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

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

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

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

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

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

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

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

From: _____
(Prospective Contractor)

To: Town of Bennett

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

Executed this _____ day of _____, 20__.

Prospective Contractor _____

By: _____

Title: _____

State of Colorado

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 5/30/24
Project Number: 24-006
RFP Title: Highway 79 Permanent Trail Construction Phase II
Proposals Due: June 17th, 3:00 p.m., Local Time
Submit Proposals to: [Submission Form](#)

For Additional Information Please Contact: Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

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

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: Jalisco International, Inc. Fax: 303.287.0511
Address: 6663 Colorado Blvd City/State: Commerce City CO Zip: 80022
Contact Person: Richard Ledezma Title: President Phone: o303.287.8905
Authorized Representative's Signature:  Phone: c 303.746.1919
Printed Name: Richard Ledezma Title: President Date: 6/17/24
Email Address: rwl@jalisco.org

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

Bid Item #	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 60,000.00	\$ 60,000.00
2	Pothole Existing Utilities	24	HR	\$ 240.00	\$ 5,760.00
3	Erosion Control	1	LS	\$ 40,000.00	\$ 40,000.00
4	Remove Existing Asphalt Trail	1817	SY	\$ 16.00	\$ 29,072.00
5	Unclassified Excavation	137	CY	\$ 16.00	\$ 2,192.00
6	Import Fill from 4th St	1568	CY	\$ 68.00	\$ 106,624.00
7	Reconditioning	1818	SY	\$ 6.50	\$ 11,817.00
8	Concrete Trail 6-inch depth	1818	SY	\$ 74.00	\$ 134,532.00
9	Import and Place Class 6 Road Base for Shoulder	325	TON	\$ 76.00	\$ 24,700.00
10	Topsoil - Salvage and Replace 6-Inch Depth	964	CY	\$ 30.00	\$ 28,920.00
11	Seed and Mulch (CDOT Approved Mix)	1.6	AC	\$ 3,500.00	\$ 5,600.00
12	Import and Place Crusher Fines Trail	70	TN	\$ 120.00	\$ 8,400.00
13	ADA Ramp Rebuild	2	EA	\$ 4,000.00	\$ 8,000.00
14	Temporary Trail Construction (Alignment TBD)	2045	LF	\$ 16.00	\$ 32,720.00
Base Bid					\$ 498,337.00
Soft Cost (5%)					\$ 24,916.85
Contingency (10%)					\$ 49,833.70
Total Bid					\$ 573,087.55

SUBMISSION FORM

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

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

Attn: Person in Charge
Title
RFP:

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

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

State percentage of prompt payment discount, if offered 0 %

State total bid price (include all items bid) 573,087.55

State total bid price with discount 573,087.55

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

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Jalisco International, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 6663 Colorado Blvd	Requester's name and address (optional)
	6 City, state, and ZIP code Commerce City, CO 80022	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-					
or									
Employer identification number									
8	4	-	0	9	9	5	6	5	5

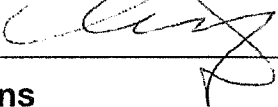
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person		Date	4/17/24
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Proposal
Est. 1985
6663 Colorado Blvd.
Commerce City CO, 80022

Introduction - Jalisco International, Inc

Jalisco is submitting this proposal because we believe that our company and project team can deliver a project that meets the goals of the Town of Bennett driven by People, Integrity, and Quality. Jalisco has been a family owned and operated business for 39 years, for those 39 years we have excelled at DOT work starting with building small flatwork projects, to now performing CMGC projects as prime contractor. We can self-perform a wide variety of infrastructure from dry/wet utilities to bridge construction and, of course, trail construction.

The team we have selected for the SH 79 Trail Construction Phase 2 Project has a variety of experience that will help them move this project forward.

Our key personnel for this project range from direct management of the project to support personnel to keep everything on schedule, on budget and keeping safety at the front of everyone's mind.

Key Personnel Name and Titles:

Ron Krantz – Project Manager
Don Martinez – Superintendent
Josh Johnson – General Superintendent

Qualifications and Experience

As mentioned above we have a wide variety of successful projects that show our experience. We also pride ourselves on working with all our clients from start to finish. To this date our organization has never submitted a formal claim. We believe this shows our ability to work with our owners and not against them. The three following projects are recent examples of our recent work experience.

1. US 85 and CR 44 Grade Separation: This large-scale highway project consisted of building a new interchange over HWY 85 that included two bridges, mass import of fill (650,000cy) and roadway work.

- a. Owner: CDOT
 - b. Contact Size: 29 million
 - c. Contact: Louis King – 970-397-4947a
2. C-470 Ken Caryl Interchange: This project was an intersection that required roadway work, grading, rip rap, and traffic signal replacement. This project was located in a congested area that required efforts on Jalisco’s part to keep the traveling public and project workers safe.
- a. Owner: CDOT
 - b. Contract Size: 4 million
 - c. Contact: Danny Segura – 720-497-6966
3. Plum Creek Pkwy Road Widening: Plum Creek included excavation, dry and wet utilities, road widenings, gravity block walls and installation of two new roundabouts. This project involved detailed traffic planning and coordination with the travelling public while Jalisco reconstructed this arterial road.
- a. Owner: City of Castle Rock
 - b. Contract Size: 7.3 million
 - c. Contact: Andrew Focht – 720-467-1568

The above-mentioned projects show our ability to complete detailed roadway projects. All three projects contain portions of work that the 38th Avenue project have on the schedule of quantities. We believe our Cast in Place concrete and roadway experience will allow Jalisco to bring the best value to your project.

Subcontractors

1. Powell Restoration Inc, Seeding and Erosion Control
2. Triple S Hydrovac Service, Potholing

Project Approach

Our Approach to this project focuses on the goals set forth by the owner in the Prebid meeting. We understand that time is of the essence. Our team is ready to hit the ground running along with crew availability to start this project.

The trail construction would begin with the construction of a temporary trail. There are no details included with the plans, so we assumed a temporary surface of ABC Class 6, 6 foot wide and 3 inches deep. We assume the temporary trail will fit somewhere in the existing ROW.

After temporary trail construction, we would remove the existing asphalt on concrete shown on the plans. We will then import the Town supplied fill from their yard at 4th Ave and place the fill as indicated on the plans. We will grade the trail and install most of it with our Wirtgen SP64i slipform. Hand pour tie ins would be installed next.

We would wrap up the project by installing the two curb ramps and crosswalk in the King Soopers parking lot and crusher fines trail along the King Soopers entrance.

Project Schedule

We anticipate starting the project in July. Once underway, we anticipate all work will be completed within 40 working days.

Assumptions

- The project is tax exempt on permanent materials
- Survey will be provided by the Town
- Testing and inspection by the Town.
- Any required Traffic Control by the Town
- Contract is Unit Price based

Preconstruction Contact

Richard Ledezma
President
303.746.1919
rw1@jalisco.org

Salary List
 JALISCO INTERNATIONAL INC
 Description:
 5/23/2024

Attached sheets show the details for wage, tax, ins and benefits for each listed position

Code	Description	Straight Time		Overtime	
		Wage Scale 1 Cost/Hr	Markup 15% Bill Rate	Wage Scale 2 Cost/Hr	Markup 15% Bill Rate
Organizational Category: Carpenter					
L1600.01	Carpenter-Forms	51.23	\$ 58.91	72.37	\$ 83.23
L1600.50	Carpenter-Foreman	66.96	\$ 77.00	95.97	\$ 110.37
Organizational Category: Drivers					
L2405.01	Driver-Single Axel-HD	49.55	\$ 56.98	69.86	\$ 80.34
L2408.01	Driver-Dump <=14cy	49.55	\$ 56.98	69.86	\$ 80.34
L2409.01	Driver-Dump 15-29cy	49.55	\$ 56.98	69.86	\$ 80.34
L2413.01	Driver-Water Truck	49.55	\$ 56.98	69.86	\$ 80.34
	Finisher/Cement Mason				
Organizational Category: Finisher - Concrete					
L1700.01		46.92	\$ 53.96	65.91	\$ 75.80
L1700.50	Finisher-Foreman	58.99	\$ 67.84	84.02	\$ 96.62
Organizational Category: Iron Worker					
L1900.50	Ironworker-Foreman	58.99	\$ 67.84	84.02	\$ 96.62
L1901.01	Ironworker-Bridgerail	50.9	\$ 58.54	71.89	\$ 82.67
Organizational Category: Laborer					
L1400.01	Labor-Asph/Common/Conc	41.17	\$ 47.35	57.29	\$ 65.88
L1400.50	Labor-Foreman	66.96	\$ 77.00	95.97	\$ 110.37
L2005.01	Labor-Pipelayer	41.17	\$ 47.35	57.29	\$ 65.88
L2007.01	Labor-Flagger	33.54	\$ 38.57	47.97	\$ 55.17
Organizational Category: Labor-TC					
L2008.01	Labor-TC/Signs	41.17	\$ 47.35	57.29	\$ 65.88
L2008.50	Labor-TCS Traffic Cont Super	45.04	\$ 51.80	63.09	\$ 72.55

Code	Description	Straight Time		Overtime	
		Wage Scale 1 Cost/Hr	Markup 15% Bill Rate	Wage Scale 2 Cost/Hr	Markup 15% Bill Rate
Organizational Category: Operator					
L1305.01	Operator-Crane<=50 ton	60.94	\$ 70.08	86.94	\$ 99.98
L1306.01	Operator-Crane 51-90 ton	60.94	\$ 70.08	86.94	\$ 99.98
L1310.01	Operator-Grader-Rough	60.94	\$ 70.08	86.94	\$ 99.98
L1311.01	Operator-Grader-Finish	60.94	\$ 70.08	86.94	\$ 99.98
L1312.01	Operator-Loader	60.94	\$ 70.08	86.94	\$ 99.98
L1320.01	Operartor-Roller>5 ton	54.91	\$ 63.15	77.9	\$ 89.59
L1323.01	Operator-Trackhoe	60.94	\$ 70.08	86.94	\$ 99.98
L1323.50	Operator-Foreman	66.96	\$ 77.00	95.97	\$ 110.37
L2200.01	Operator-Backhoe	60.94	\$ 70.08	86.94	\$ 99.98
L2201.01	Operator-Skidsteer	54.91	\$ 63.15	77.92	\$ 89.61
L2204.01	Operator-Forklift	54.91	\$ 63.15	77.9	\$ 89.59
L2207.01	Operator-Tractor	60.94	\$ 70.08	86.94	\$ 99.98
Organizational Category: Supervision					
L0002.01	Project Manager	97.45	\$ 112.07	97.45	\$ 112.07
L0002.05	Assist Project Manager	70.51	\$ 81.09	61.51	\$ 70.74
L0003.01	Superintendent	81.75	\$ 94.01	79.48	\$ 91.40

Ron Krantz

RonK@jalisco.org 720.670.4960

Project Manager

Background: Dedicated and conscientious professional since 2002. Comprehensive experience in all facets of construction supervision and management, with a rigorous focus on safety and quality. Experience includes management of multi-million-dollar DOT, Civil and Commercial construction efforts from initial conception to completion. Proficient in construction scheduling, construction cost, budgeting, and motivating the field. Strong qualifications in Lean Construction.

CORE COMPETENCIES:

- ProCore
- BuilderTrend
- CMiC
- Sage
- Blue Beam Extreme
- Revit BIM
- BIM 360
- Viewpoint
- Pull Planning
- Subcontractor Negotiations
- Excel
- Microsoft Project Management
- Heavy Job

Work Experience:

Jalisco International, Inc. 2021-Present

Project Manager

- Directly responsible for overall management of multiple projects
- Manages relationships with multiple subcontractors for multiple jobs.
- Major Projects:
 - o Lemon Gulch Trail Improvement for Town of Parker \$2.5 million
 - o Pine Drive over Sulphur Gulch Bridge Rehab for Town of Parker \$1.1 million
 - o Mainstreet N Sidewalk Improvements for Town of Parker \$1.9 million
 - o C470 & Ken Caryl Intersection Improvements for CDOT \$3.1 million

Ron Krantz**RonK@jalisco.org 720.670.4960****Project Manager**

JBS Pipeline Contractors, Denver CO 2020-2021**Project Superintendent & Ten Percent Owner**

- Overseeing various underground and roadway projects
 - o Craig & Gould - \$7 Million
 - o Cooley Pump Station - \$2 Million
 - o US Hwy 85 - \$2 Million
 - o North I-25 - \$1 Million

Hausmann Construction, General Contractor, 2017-2020**Project Manager**

- Managed buyout, Budget, ASI's, Change Orders, Weather Log, Submittal process and procurement, RFI's and Field Observation Reports. Created Master Schedule, Lead OAC Meetings and directed weekly Pull Plan meetings.
- Major Projects
 - o Classroom Parking Garage - \$34 Million
 - o Douglas County Sheriff's Office - \$5 Million

Belair Site Work Services, Civil Construction, 2014-2017**Project Manager**

- Oversaw multiple earthwork and utility projects from contract negotiation to final completion. Provided scheduling and cost management for all projects.
- Major Projects
 - o Aurora Rec Center - \$2 Million
 - o 1st Street Office Building - \$2 Million

Local Restoration LLC, 2012 – 2014**Construction Manager**

- Created scheduling platform and managed schedule and Logistics for 100+ laborers at multiple subdivisions. Opened and Managed Office in Lafayette Colorado. The company grossed \$100 Million + my first year and every subsequent year.

Nation Institute of Science and Technology, 2013-2014**Project Manager**

- Oversaw NIST Laboratory construction projects. Handled billing, RFI's and Submittals. Created project timelines and articulated project evolution at weekly meetings to owners.
- Major Projects
 - o Laboratory 3 – \$35 Million

Ron Krantz

RonK@jalisco.org 720.670.4960

Project Manager

CSA, Inc. Heavy Civil, El Paso, TX 2007-2012

Superintendent/Assistant Safety Officer

- Oversaw all areas related to administration, quality control, and safety for a broad spectrum of multi- million-dollar construction projects including development and installation of multiple city water and sewer lines. Directed and supervised the performance of up to 30 workers. Prepared and submitted all required paperwork of estimates and work duties. Completed all projects on time and within budget.
- Major Projects
 - o Lower Valley Roundabout and Road Access – \$50 Million

US Navy Seabee, E-5, 2002-2007

Utilitiesman

- Gained broad-based experience in all aspects of construction and leadership. Completed 5 years of technical training courses in utilities (gas line, water, sewer) and plumbing pipe fitting. Successfully completed a wide array of complex projects from initial design to completion.

Education

- University of LaVerne, LaVerne, California – AA in English

Don Martinez

DonM@jalisco.org 303.917.7504

Project Superintendent

Background: Seasoned construction industry professional since 1983, Don Martinez has a strong background in concrete construction as a Heavy Civil Project Superintendent. Specializing in Road and Bridge Heavy Highway Construction and Reconstruction, Commercial and Industrial Buildings. He has successfully completed projects for the following: CDOT, WYDOT, Urban Drainage, Boulder, Castle Rock, Arapahoe Co. Douglas Co., Federal Heights, Brighton, Corps of Engineers, The City of Denver, Denver Wastewater, Centennial, Aurora, The FAA, Several other Municipalities, Cities and Counties in Arizona, Nevada, Wyoming, New Mexico and Colorado.

Work Experience:

Jalisco International, Inc., Commerce City CO 2018-Present

Project Superintendent

- Directly responsible for field management of multiple projects
- Manages relationships with multiple subcontractors for multiple jobs.
- Major Projects:
 - o Lemon Gulch Trail Improvement for Town of Parker \$2.5 million
 - o Pine Drive over Sulphur Gulch Bridge Rehab for Town of Parker \$1.1 million
 - o Mainstreet N Sidewalk Improvements for Town of Parker \$1.9 million
 - o Tower Farms-56th & Tower for Tower Farms MD \$3.2 million
 - o C70 Flatwork for Kiewit Infrastructure \$5.5 million
 - o 15L Route Improvements for RTD \$10.4 million

Perfect Patch Asphalt, Commerce City CO 2017-2018

Project Superintendent

Lawrence Construction Co., Commerce City CO 2011-2017

Project Superintendent

Premier Paving, Denver CO 2007-2010

Project Superintendent

Castle Rock Construction Co. of Colorado LLC, Castle Rock CO 2001-2007

Project Superintendent

Asphalt Specialties Company Inc. Henderson CO 1996-2001

Project Superintendent

Don Martinez

DonM@jalisco.org 303.917.7504

Project Superintendent

Lawson Construction Inc, Longmont CO 1992-1996

Project Superintendent

PCL Construction Services, Denver CO 1983-1992

Project Superintendent

Education

- ACI Certified-materials, placing & finishing
- Traffic Control Supervisor (TCS)
- Erosion Control Supervisor (TECS)
- Graduated Central High School in Cheyenne, WY 1977
- Completed Cement Masons Apprenticeship 1978-1981
- 30-hour OSHA
- Completed Trench Safety course/Competent Person
- Completed a 2 day first aid course/CPR-Fall Protection
- Experience in Primavera/ Project Manager scheduling programs
- Word, Excel, Viewpoint & Power Point
- Construction Certificates in demolition, structural concrete- sub structure, superstructure, concrete site work curbs/walks, asphalt and concrete paving, utilities sanitary sewer, storm sewer, excavation, waterlines, utility relocates-gas, electric, fiber optic.
- Licenses- Lakewood, Aurora, Denver Co.
- Project Superintendent of the year CDOT 2003, Runner up 2004

Josh Johnston

JoshJ@jalisco.org 720.868.7687

General Superintendent

Background: Seasoned construction industry professional since 2001, Josh Johnston most recently played a vital role as Senior Superintendent by ensuring success, safety, and timely progress on all projects. Supervised all activities of various skilled trades making sure the work processes were on schedule, material and equipment were delivered to site on time and managed tasks of on-site staff. Strong ability to work efficiently, safely and within budget.

Work Experience:

Jalisco International, Inc. 2023-Present

General Superintendent

- Directly responsible for field management of all projects.
- Coordination of Project Superintendents.
- Assists the project teams to manage relationships with clients.
- Assist project teams with problem solving, resolving resource, and scheduling conflicts.

JHL, Denver CO 2022-2023

Infrastructure General Superintendent

Oversaw and supervised overall construction work for projects such as water treatment facilities, rail construction and mass excavation. Managed, assisted, and monitored project including project schedules, managing labor costs, and coordinating self-performance and subcontractor work. In charge of constructability review and preconstruction of Rail, mass grading and dry and wet utility conflicts.

IHC, Aurora CO 2020-2022

Construction Manager/Area Manager

Oversaw and directed projects from conception to completion. Scheduled deliverables and tracked costs to ensure project completed on time and on budget. Supervised onsite trades and monitored compliance and safety. As an Area Manager, Josh oversaw helping project managers with billing, scheduling, owner meeting and overall project needs. As a construction manager Josh oversaw the I25 express lane 50/50 JV between Kramer and IHC. He helped with overall planning between CDOT and the JV. He Attended all CDOT meetings and helping the team with any difficult challenges.

CEI, Denver CO 2010-2020

General Superintendent

At CEI we focused on CMGC/ design build projects. Once a proposal was accepted Josh was a part of all interviews. If CEI was awarded the project, he oversaw all preconstruction tasks. Supervised all projects from pre-construction to start up, including scheduling and constructability reviews. Scheduled activities of various crews and subcontractors while

Josh Johnston

JoshJ@jalisco.org 720.868.7687

General Superintendent

overseeing mobilization and demobilization of equipment and materials. Managed the planning and procurement as well as the day-to-day oversight of all key projects. Extensive tracking to ensure compliance with all project goals, schedule, quality, and safety were performed.

Ames, Aurora CO 2001-2010

Assistant Superintendent/Foreman/Laborer

Started as Laborer and quickly promoted to Foreman then Assistant Superintendent, managing various projects. Carried out the daily directives of the Superintendent. Duties also included supervising contractors and subcontractors, monitoring workplace safety regulations compliance, assessed progress of the project, updated budgets, developed schedules and inspected work to ensure work was on time and on budget.

Major Projects:

- **Peaks to Plains Design-Build project - Jefferson and Clear Creek Counties, CO for \$26M**
Design-build project included construction of a new four-mile paved, multipurpose trail along US HW 6 and Clear Creek, connecting the new Big Easy Trailhead in Jefferson County to the west portal of Tunnel No. 5 in Clear Creek County.
- **US 285 Reconstruction - Denver, Lakewood and Sheridan, CO for \$40M.**
Project included reconstruction of five miles of urban freeway, removal and construction of six bridges, rehabilitation of six bridges, utility relocations, water quality upgrades, drainage improvements, drilled caissons, driven pile, MSE walls, cast-in-place concrete walls and structures, pre-stressed concrete superstructures and cast-in-place bridge decks. Roadway work included RCP and CBC drainage, curb and gutter, highway concrete paving, asphalt paving, roadway and structural embankment/backfill, and signalized intersections.
- **Chatfield Reallocation Project - Littleton, CO for \$45M**
CMAR project included the reconstruction of many Chatfield State Park roadways and parking lots, utilities, and major channel restorations. I led the design and constructability reviews for all elements on the project as well as contributed to the risk register, Value Engineering, and construction schedule. During construction I managed all trade foreman and field superintendents to ensure compliance with all project goals, schedule, quality and safety. This project received the H2O Award and the Environmental Excellence Award from the Colorado Contractor's Association (CCA) in 2018.
- **Little Dry Creek project - Westminster, CO for \$16.5M.**

Josh Johnston

JoshJ@jalisco.org 720.868.7687

General Superintendent

Project consisted of grading, shaping, and exporting soil from 40-acre site, clearing the land, removing old drop structures, old storm pipe, old sewer pipe and other structures. We lowered the existing floodplain by over excavating approximately 300,000CY of soil to create a lake area which added flood storage volume, flow capacity under Federal Boulevard, and moving the existing Little Dry Creek channel off of private property. Work also involved installing drainage structures, large box culverts and underground utilities, boulder drop structures, void-filled riprap, structural concrete, new roadways, trails and pedestrian bridges. The project has received several awards including CASFM Grand Project and Colorado APWA project of the year award in 2017.

- **MAX BRT Mason Corridor Project – Fort Collins, CO. for \$35M**

This \$35 million project entailed the construction/reconstruction of a five-mile corridor through the city of Ft Collins. Project included: construction of one bridge, 19 station shelters, 3.5 miles of mainline concrete paving, 1.5 miles of mill and overlay, reconstruction of 7 corridor intersections, utility relocations, water quality upgrades, and drainage improvements. This project won ENR's Best Projects Award of Merit in 2014.

- **Loveland Emergency Flood Repairs – Loveland, CO**

Emergency flood repair services caused by 2013 Big Thompson River Flood including: debris removal, earthmoving, dewatering, and general cleanup. This fast-paced construction project provided clean up and established temporary access from US 34 towards the City's water treatment plant. The project relocated the Big Thompson River from its post-flood location back to its original location using mined onsite and imported materials for purposes of restoring and strengthened the banks of the Big Thompson River by establishing and reinforcing the existing riverbanks. This project received the 2014 CASFM Grand Award.

Education

- OSHA 30 Hr Cert
- CCA Qualified – Traffic Control Certified
- RTD On Track Safety Training
- Reasonable Suspicion Training
- At-Risk Drivers Training
- Smith Driving Safety Certified
- CDL Medical Certification
- First Aid/AED/CPR Certified
- EEOC Certified

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

Bid Item #	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 60,000.00	\$ 60,000.00
2	Pothole Existing Utilities	24	HR	\$ 240.00	\$ 5,760.00
3	Erosion Control	1	LS	\$ 40,000.00	\$ 40,000.00
4	Remove Existing Asphalt Trail	1817	SY	\$ 16.00	\$ 29,072.00
5	Unclassified Excavation	137	CY	\$ 16.00	\$ 2,192.00
6	Import Fill from 4th St	1568	CY	\$ 68.00	\$ 106,624.00
7	Reconditioning	1818	SY	\$ 6.50	\$ 11,817.00
8	Concrete Trail 6-inch depth	1818	SY	\$ 74.00	\$ 134,532.00
9	Import and Place Class 6 Road Base for Shoulder	325	TON	\$ 76.00	\$ 24,700.00
10	Topsoil - Salvage and Replace 6-Inch Depth	964	CY	\$ 30.00	\$ 28,920.00
11	Seed and Mulch (CDOT Approved Mix)	1.6	AC	\$ 3,500.00	\$ 5,600.00
12	Import and Place Crusher Fines Trail	70	TN	\$ 120.00	\$ 8,400.00
13	ADA Ramp Rebuild	2	EA	\$ 4,000.00	\$ 8,000.00
14	<u>Temporary Trail Construction (Alignment TBD)</u>	2045	LF	\$ 16.00	\$ 32,720.00
Base Bid					\$ 498,337.00
Soft Cost (5%)					\$ 24,916.85
Contingency (10%)					\$ 49,833.70
Total Bid					\$ 573,087.55

REQUEST FOR PROPOSALS

Cover Sheet



Date of RFP Issuance: 5/30/24
Project Number: 24-006
RFP Title: Highway 79 Permanent Trail Construction Phase II
Proposals Due: June 17th, 3:00 p.m., Local Time
Submit Proposals to: [Submission Form](#)

For Additional Information Please Contact: Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

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

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: Kuhn Construction Inc. Fax: _____
Address: 42309 Kiowa Bennett Rd. City/State: Kiowa, 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: 6/17/24
Email Address: kuhnconstruction@msn.com

Kuhn Construction Inc.

TOB Highway 79 Permanent Trail Construction Phase II

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

William Kuhn Kiowa, CO
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.

Joe O'Brien Elizabeth, CO
Foreman/ Superintendent
40 years experience as operator, foreman and superintendent. (See Projects Below)

Chris Albers Elbert, CO
Foreman/ Blade/ Loader Operator
18 Years experience as equipment operator/ Foreman. (See projects below.) Will be full time onsite

Subcontractors

Elite Surface Infrastructure
Slip Form Concrete Trail

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 # 1232-2

Project Name: TOB HW79 Trail
 Owner/GC: Town of Bennett

Attn: Robin Price
 Bid Date: Monday, June 17, 2024

Base Bid	#	Description of Work	Quantity	Unit	Unit Rate	Total
	1	Mobilization	1	LS	\$ 5,350.00	\$ 5,350.00
	2	Pothole Ex Utilities	6	HR	\$ 195.00	\$ 1,170.00
	3	Erosion Control	1	LS	\$ 6,230.00	\$ 6,230.00
	4	Remove Ex Asphalt Trail- Hauloff	1817	SY	\$ 5.97	\$ 10,847.49
	5	Unclassified Excavation	340	CY	\$ 7.30	\$ 2,482.00
	6	Import Fill Material from 4th St	1568	CY	\$ 13.20	\$ 20,697.60
	7	Reconditioning	1818	SY	\$ 0.85	\$ 1,545.30
	8	6" Thick Concrete Trail	1818	SY	\$ 70.38	\$ 127,950.84
	9	Import Class 6 Base for Shoulder	310	TN	\$ 57.03	\$ 17,679.30
	10	Topsoil Salvage and Replace 6" Depth	962	CY	\$ 10.50	\$ 10,101.00
	11	Seed and Hydromulch	1.6	AC	\$ 3,565.00	\$ 5,704.00
	12	Import and Place Crusher Fines	70	TN	\$ 49.23	\$ 3,446.10
	13	ADA Ramp Rebuild	4	EA	\$ 2,857.00	\$ 11,428.00
	14	Temp Trail- (Native)	2045	LF	\$ 2.25	\$ 4,601.25
						\$ -
Base Bid Total						\$ 229,232.88

Inclusions/ Exclusions

- #1 Proposal Price includes only items specifically referenced- additional prices can be provided for additional work requested by Owner/GC- Proposal prices good for 10 Days
- #2 Proposal prices based on fuel and materials @ bid date rates. Current fuel/material prices to be evaluated prior to start of job.
- #3 Plans Provided for Bid: Terramax 3/27/24 Davis Bacon/ Prevailing Wage Included: No
- #4 Specs Provided: None Addenda: None Soils Report: None
- #5 Export: Not included Import: Included. 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

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

Bid Item #	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$5350.00	\$5350.00
2	Pothole Existing Utilities	6	HR	\$195.00	\$1170.00
3	Erosion Control	1	LS	\$6230.00	\$6230.00
4	Remove Existing Asphalt Trail	1817	SY	\$5.97	\$10847.49
5	Unclassified Excavation	340	CY	\$7.30	\$2482.00
6	Import Fill from 4th St	1568	CY	\$13.20	\$20697.60
7	Reconditioning	1818	SY	\$0.85	\$1545.30
8	Concrete Trail 6-inch depth	1818	SY	\$70.38	\$127950.84
9	Import and Place Class 6 Road Base for Shoulder	310	TON	\$57.03	\$17679.30
10	Topsoil - Salvage and Replace 6-Inch Depth	962	CY	\$10.50	\$10101.00
11	Seed and Mulch (CDOT Approved Mix)	1.6	AC	\$3565.00	\$5704.00
12	Import and Place Crusher Fines Trail	70	TN	\$49.23	\$3446.10
13	ADA Ramp Rebuild	4	EA	\$2857.00	\$11428.00
14	<u>Temporary Trail Construction (Alignment TBD)</u>	<u>2045</u>	<u>LF</u>	<u>\$2.25</u>	<u>\$4601.25</u>
Base Bid					\$ 229,232.88
Soft Cost (5%)					\$11,461.64
Contingency (10%)					\$22,923.28
Total Bid					<u>\$ 263,617.80</u>

Not to Exceed Total: \$263,617.80

SUBMISSION FORM

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

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

Attn: Person in Charge
Title
RFP:

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

YES / NO

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

YES / NO

State percentage of prompt payment discount, if offered

_____ %

State total bid price (include all items bid)

\$263,617.80

State total bid price with discount

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kuhn Construction Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one 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) ▶ S Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 42309 Kiowa Bennett Rd		Requester's name and address (optional)
	6 City, state, and ZIP code Kiowa, CO 80117		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	7	-	3	3	7	3	1	9	9

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>William Kuhn</i>	Date ▶ 12/18/23
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

Bid Item #	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	2000	2000
2	Pothole Existing Utilities		HR	185	
3	Erosion Control	1	LS	200	200
4	Remove Existing Asphalt Trail	1817	SY	18	32706
5	Unclassified Excavation		CY	45	
6	Import Fill from 4th St	1568	CY	8	12544
7	Reconditioning	1818	SY	18	116806.5
8	Concrete Trail 6-inch depth	1818	SY	64.25	116806.5
9	Import and Place Class 6 Road Base for Shoulder		TON	150	
10	Topsoil - Salvage and Replace 6-Inch Depth		CY	85	
11	Seed and Mulch (CDOT Approved Mix)	1.6	AC	800	1280
12	Import and Place Crusher Fines Trail	70	TN	120	8400
13	ADA Ramp Rebuild	4	EA	3500	14000
14	<u>Temporary Trail Construction (Alignment TBD)</u>	<u>2045</u>	<u>LF</u>	<u>1</u>	<u>2045</u>
Base Bid					\$ 222705.50
Soft Cost (5%)					11135.28
Contingency (10%)					22270.55
Total Bid					<u>\$ 256111.33</u>

Lucero Concrete Contractors
1511 Appleton Ct.
Brighton, CO 80601
Office (303)659-9104
Luceroconcretecontractors@gmail.com

Ryan Smith
Parks Planning, Development, and Grant Manager
City of Brighton
500 S. 4th Ave.
Brighton, CO 80601
(303) 655-2007
Rfsmith@brightonco.gov
Speer Canal Trail– September 2023 – 15 day completion time
Installed 2 ½ miles of 10 ft. trail
\$628,440
Platte River Trail – March 2022- 4 day completion time
R&R 985 Ft of Trail
\$116,425

Joseph Leon
Infrastructure & Development
Construction Manager
Public Works Department
City of Brighton
500 S. 4th Ave
Brighton, CO 80601
(303) 655-2036
jleon@brightonco.gov
Numerous projects R&R city sidewalk, ada ramps, curb & gutter etc.
50/50 project 2021 & 2022
Tower Rd ADA Ramp project
8th Ave ADA Ramp project

Rachel Mertens
Stormwater and Environmental Coordinator
City of Brighton
500 S. 4th Ave
Brighton, CO 80601
(303) 655-2147
RMertens@brightonco.gov

Sugar Creek Pond – November 2023 – 4 day completion
R&R 1000 ft. of Trickle Channel
\$127,781.00

Luke Chwiedor
LGI Homes
R&R City Sidewalk – Commerce City CO
(720) 789-1973
luke.chwiedor@lgihomes.com
\$854,125 in R&R Sidewalks 2021, 2022, 2023

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

PURPOSE

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

QUALIFICATIONS

- 1) Speer Canal Trail – City of Brighton 2 ½ miles of new 10’ wide trail installed and completed in 15 working days.
- 2) South Outlook Trail-City of Brighton.
 - a) Removal and replacement of 1700 lineal feet.
 - b) Removal of 1700 lineal feet of asphalt and replaced with concrete
- 3) Colorado Front Range Trail-
 - a. Removal and replacement of 1160 lineal feet. R&R of concrete.
- 4) Town of Berthoud – Concrete Replacement Program

Reference

- 1) Ryan Smith Parks Manager
City of Brighton
303-655-2007
Rfsmith@brightonco.gov
- 2) Keith Knoll – Public Works manager
Town of Berthoud
kknoll@berthoud.org
- 3) Joseph Leon – Construction Manager Public Works
City of Brighton
303 655-2036
jleon@bightonco.gov

Luke.Chwieder@lgihomes.com



REQUEST FOR PROPOSALS Cover Sheet

Date of RFP Issuance: 5/30/24 **Project Number:** 24-006 **RFP Title:** Highway 79 Permanent Trail Construction Phase II **Proposals Due:** June 17th, 3:00 p.m., Local Time **Submit Proposals to:** [Submission Form](#)

For Additional Information Please Contact: Robin Price (303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

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

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

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

PRINT OR TYPE YOUR INFORMATION

Lucero Concrete Contractors

Name of Company: Fax: 1511 Appleton Court Brighton/CO 80601

Address: City/State: Zip: Debbie Lucero Owner 303-875-1532

Contact Person: *Debbie Lucero* Owner Title: Phone: Title:

Authorized Representative's Signature: Phone: Debbie Lucero
06/17/2024

Owner
Owner
Printed Name: Title: Date: Title:

Email Address: il.com
debbieannlucero@gma

Town of Bennett • 207 Muegge Way • Bennett, CO 80102 • p. 303-644-3249 • f. 303-644-4125

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

Vendor# _____

1 NAME OF FIRM:

Lucero Concrete Contractors

NAME (Legal Name)

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

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

Lucero Concrete Contractors

NAME (As it appears on invoice)

1511 Appleton Court

ADDRESS

Brighton, CO 80601

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

1511 Appleton Court

STREET ADDRESS

Brighton, CO 80601

CITY, STATE, ZIP

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____
OR
Federal Identification Number 47-3920506

Name of Business Owner (please print) Debbie Lucero

Check Appropriate Box:

- | | | |
|--|--|--------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government |
| <input checked="" type="checkbox"/> Individual/Sole Prop | <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> [LLC] 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 Debbie Lucero

Date 11/20/11

Print Name Debbie Lucero

Telephone Number (303)875-1532

**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:

Highway 79 Permanent Trail Construction Phase II 24-006



SUBMITTED TO: Town of Bennett

SUBMITTED BY: Noraa Concrete

June 17, 2024



1. Statements of Qualifications

Noraa Concrete Construction has a long and successful history of partnering on its construction projects. We have been involved in a wide variety of projects.

Noraa Concrete Construction Corporation and all team members highlighted in these qualifications are dedicated to bringing our extensive construction and partnering attitude to the Town of Bennett. Our project team brings the following uniqueness to this project:

°A total of over 40 Years of combined experience working on Colorado Projects

°Our key team members have worked together for nearly 20 years

Noraa Concrete Construction is pleased to submit our proposal for the Town of Bennett. Please see below for the proposed project team.

2. Proposed Project Team -Noraa Concrete Construction Corporation

See Attached Resumes

Aaron L. Kaiser, President – 40 Years Experience, 21 with Noraa

Jorge Sanchez, Project Manager – 28 Years Experience – 16 with Noraa

John O'Brien, Superintendent – 35 Years Experience – 10 with Noraa

Jay Swenson, Estimator/Project Manager – 22 Years Experience – 11 with Noraa

Subcontractors

CDI Environmental Contractor – Erosion Control, Seeding Reclamation

Material Vendors

Velocity Ready Mix – Concrete

Holcim Industries – aggregate

Qualifications and Experience of Bidder and Project Team

Noraa Concrete Construction was incorporated in April, 2000 in the State of Colorado. Colorado is our home and we are grateful for the opportunities we have been given over the years.

We specialize in New, remove and replacement of curb & gutter, concrete pavement, concrete walls, ADA ramps, concrete structures/box culverts, wing walls concrete inlets, concrete trails & multi-use paths, and sidewalk. We pride ourselves on working with many municipalities and their individual specifications to complete the jobs to satisfaction and our solid reputation as a trustworthy, quality contractor.

3. Approach to Completing the Project

Noraa has the workforce and equipment to run full crew for the Town of Bennett project. Most of our crew consist of an average of 17 full time employees: one foreman, five cement finishers, three form setter and three laborers, two operators, several flaggers and 1 TCS. Our crew is adjusted to the contract size & scope. Our equipment for these types of projects usually consists of one or two gradall, one loader, one bobcat skid steer with hammer, end dumps, a form truck, traffic control truck and various pickups. Phasing will be used to minimize the impact if any on the traffic, homeowners, businesses and pedestrians. Noraa has multiple certified erosion control supervisors who utilize ongoing erosion inspection reports. Contractor will evaluate the site conditions to determine appropriate erosion and sediment control BMP's as well as utilize the erosion control plans drawn up for the project. Once determined BMP's will be placed and maintained throughout construction. Noraa will be mindful of Best Management Practices for perimeter controls/inlet protection for CDPS MS4 Permit requirements. BMP's are inspected every week and following weather events. Sediment removal will be performed as required. The goal is to also protect newly placed concrete from drainage and irrigation run-on/water control. After the curing period then all erosion & sediment control BMP's are removed.

4. See Attached Completed Projects

5. See Attached Proposed Schedule

6. Detailed Fee Schedule – Please see pricing Form

Noraa Concrete provides quality work at a market fair price. Our high quality & production exceeds city expectations. The city is getting the most value for our unit pricing. In a market that is rapidly changing we are constantly evaluating our costs to try to provide fair pricing for both municipalities and our business.

7. See Attached signed cover page of this RFP

8. See Attached Price Form

9. See Attached Submission Form

10. W9

11. N/A Deviations from the attached Sample Agreement

AARON KAISER

Highlights of Qualifications

- Over 40 years of increasingly responsible experience in the construction industry.
- Experience in overseeing all aspects of a construction project.
- Management of job crews consisting of up to 74+ employees.
- Extensive trade experience in: Concrete paving and flat work, Pipe and Sewer work, Surveying, Heavy Machinery Operation, Excavation, and other civil construction industry trades.
- Force Account billing and Subcontractor management.
- Understanding of surveying, blueprints, and design of municipal projects.
- Familiar with construction specifications and quality control standards.
- Software proficiencies include Auto Cad, Microsoft Project, Word, Excel, and Windows

Professional Experience

2004 - To Present

Noraa Concrete Construction Corp.

President/Owner

1986 – 2004

Concrete Works of Colorado Inc.

Project Superintendent

Responsibilities include: scheduling and management of personnel and equipment, operating equipment, estimating, quality control, planning and permitting, obtaining subcontractors and supervising their work, material procurement and delivery, job cost tracking, maintaining job safety and efficiency standard, and all other facets of project management.

1980 – 1986

Granite Construction

Concrete laborer, form setting and concrete finishing. Various duties as needed on project site.

Completed Projects as Project Supervisor

- Boulder 27th Way Underpass @ Skunk Creek & Baseline Road 2007 (\$2,600,000)
Project scope of work: High profile project including construction of a concrete box culvert, concrete multi-use path, channel modification work, and roadway improvements. Project Engineers, Jason Fell and Alex May
- Brighton Roundabout Project 2004 (\$2,550,000)
Project scope of work: concrete roundabout – concrete paving, storm sewer, waterline, retaining walls, and excavation. Project Engineer, Terry Benton.
- I-225 and 6th Ave 2004 (\$2,600,000)
Project scope of work: construction of highway interchange – concrete pavement. Project Engineer, Jorge Warda.
- Boulder Broadway Reconstruction 2003 (\$9,200,000)
Project scope of work: road and interchange construction – concrete pavement, concrete retaining walls, bridge structure, waterlines, storm sewer lines, sanitary sewer lines, curb and gutter, concrete flatwork, sidewalks, concrete box culvert and excavation. Project Engineer, Alex May.

- Arapahoe and Quebec Intersection 2002 (\$4,900,000)
Project scope of work: intersection and signalization improvements – concrete paving, should wall construction, concrete flatwork, inlets and storm sewer, and waterline. Project Engineer, Vern Tabert. *Won local APWA Intersection Project of the Year.*
- Wiggins Rest Area 2001 (\$3,100,000)
Project scope of work: new rest area construction – concrete paving, concrete flatwork, foundation, asphalt paving, storm sewer, and waterline. Project Engineer, Brad Pierce. *Won local ACPA Award of Excellence.*
- Eagle County Regional Airport 2001(\$1,800,000)
Project scope of work: new base material and concrete paving. Project Engineer, Tony Ori. *Won local Award of Excellence for airport concrete paving from ACPA.*
- I-225 and Parker Road 2000 (\$1,100,000)
Project scope of work: construction Highway Interchange – concrete pavement. Project Engineer, Jorge Warda.
- Aspen Grove 2000 (\$2,000,000)
Project scope of work: foundations and curb and gutter as a subcontractor for Hoar Construction.
- Santa Fe & Belleview Phase III 2000 (\$5,500,000)
Project scope of work: frontage road construction along with on and off ramps – concrete and asphalt pavement, excavation, storm sewer, waterline construction, concrete flatwork, sidewalk, curb and gutter. Project Engineer, Ron Buck.
- Santa Fe & Belleview Phase II 1999 (\$10,000,000)
Project scope of work: constructed highway interchange – concrete paving, storm sewer, waterlines, concrete box culverts, concrete flatwork, and excavation. Project Engineer, Ron Buck. *Won local and national wards of excellence from ACPA.*
- 36th and Baseline 1998 (\$1,000,000)
Project scope of work: constructed new pedestrian underpass with extensive dirt work, along with bridge construction, traffic rerouting, and utility maintenance. Project Engineer, Alex May. *Won Colorado Contractor's Award.*
- Tri-County Airport 1997(\$1,000,000)
Project scope of work: removed and replaced apron with new base material and concrete paving. Project Engineer, Graham & Dietz. *Won local Award of Excellence for small airport concrete paving from ACPA.*
- Speer Blvd. Improvements 1997 (\$1,000,000)
Project scope of work: reconstructed road adding sidewalks, curb and gutter, retaining wall and new asphalt overlay. Project Engineer, Larry Sward.
- Julesburg Welcome Center 1995 (\$2,300,000)
Project scope of work: construction of new site for Welcome Center – concrete paving, new utilities, pipe, and grading. Project Engineer, Brad Pierce. *Won local and national awards of excellence from ACPA.*

Personal References available upon request.

Jorge A. Sanchez

Qualifications

Ability to supervise construction crews, operate construction equipment, organize concrete schedules and testing schedules. Able to maintain a good working relationship with inspectors and have a good understanding of construction specifications and quality control standards.

Professional Experience

2004 – Current

Noraa Concrete Construction Corp.

Project Manager

303.637.9233

1993 – 2004

Concrete Works of Colorado, Inc.

Project Manager

303.665.2933

1992 – 1993

Jalisco International

Highway Construction Bridge Carpenter

303.237.3321

1985 – 1992

Raiman Corp.

Highway Construction Bridge Carpenter

Completed Projects

- Thornton 84th & Washington 2008 (\$455,000)
Scope of work: Turn lane improvements, concrete paving, curb and gutter. Project Mgr, Max Math.
- Brighton Roundabout Project 2004 (\$2,550,000)
Scope of work: concrete roundabout – concrete paving, storm sewer, waterline, retaining walls & excavation. Proj Eng, Terry Benton.
- I-225 and 6th Ave 2004 (\$2,600,000)
Scope of work: construction of hwy interchange – concrete pavement. Project Engineer, Jorge Warda.
- Boulder Broadway Reconstruction 2003 (\$9,200,000)
Scope of work: road and interchange construction – concrete pavement, concrete retaining walls, bridge structure, waterlines, storm sewer lines, sanitary sewer lines, curb & gutter, concrete flatwork, sidewalks, concrete box culvert & excavation. Proj Eng, Alex May.
- Arapahoe and Quebec Intersection 2002 (\$4,900,000)
Scope of work: intersection & signalization improvements – concrete paving, should wall construction, concrete flatwork, inlets & storm sewer & waterline. Proj Eng, Vern Tabert. *Won local APWA Intersection Project of the Year.*
- Wiggins Rest Area 2001 (\$3,100,000)
Scope of work: new rest area construction – concrete paving, concrete flatwork, foundation, asphalt paving, storm sewer, and waterline. Project Engineer, Brad Pierce. *Won local ACPA Award of Excellence.*

- I-225 and Parker Road 2000 (\$1,100,000)
Scope of work: construction Highway Interchange – concrete pavement. Project Engineer, Jorge Warda.
- Aspen Grove 2000 (\$2,000,000)
Scope of work: foundations and curb and gutter as a subcontractor for Hoar Construction.
- Santa Fe & Belleview Phase III 2000 (\$5,500,000)
Scope of work: frontage road construction along with on and off ramps – concrete & asphalt pavement, excavation, storm sewer, waterline construction, concrete flatwork, sidewalk, curb & gutter. Proj Eng, Ron Buck.
- Santa Fe & Belleview Phase II 1999 (\$10,000,000)
Scope of work: constructed highway interchange – concrete paving, storm sewer, waterlines, concrete box culverts, concrete flatwork, excavation. Project Engineer, Ron Buck. *Won local and national wards of excellence from ACPA.*
- 36th and Baseline 1998 (\$1,000,000)
Scope of work: constructed new pedestrian underpass w/extensive dirt work, along w/bridge construction, traffic rerouting & utility maintenance. Project Engineer, Alex May. *Won Colorado Contractor's Award.*
- Tri-County Airport 1997(\$1,000,000)
Scope of work: removed and replaced apron with new base material and concrete paving. Project Engineer, Graham & Dietz. *Won local Award of Excellence for small airport concrete paving from ACPA.*

References available upon request.

John O'Brien

Professional Summary

Self-motivated, innovative, and goal-oriented management professional committed to quality.

Skills

- Over 35 years in construction
- Dedicated team player
- Detail-oriented
- Knowledge in construction safety
- Roadway / Earthwork
- Bridges / Box Culverts
- Pipeline / Utility
- OSHA Certified
- Airfield / FAA
- AutoDesk AutoCAD
- Land Surveying
- Microsoft Excel / Word
- Slip Form Concrete Paving
- Heavy Equipment Operation
- Commercial driver's license
- CDOT experience

Work History

Project Superintendent

Noraa Concrete – 997 Platte River Blvd, Unit A, Brighton, CO.

2006 – 2010 & 2015 – present

- Directed all phases of civil construction projects, from initial startup to final closeout.
- Conducted weekly production meetings, which facilitated stronger communication and the ability to resolve critical issues.
- Performed regular jobsite observations to provide direction for all general contractor personnel.
- Determined the project schedule.
- Scheduled all contractors, sub-contractors, and material deliveries.
- Supervised the work of 30+ team members, offering constructive feedback on their work performance.
- Defined objectives and communicated them to other team members.

Construction Inspector II

AEcom / DIA – 8500 Pena Blvd. Denver International Airport

2012 – 2015

- Prepare plans and specs for airfield projects.
- Led pavement evaluation process, determining lifespan of airfield pavement.
- Perform regular jobsite inspections.
- Digitally archived progress of assigned projects.
- Prepare punch-lists
- Report the equality of performance on site to Project Manager.
- Issued NCR'S and RAR'S for non-conforming work.
- Avoided construction delays by efficiency following through with all site inspections in a timely manner.

Project Superintendent

Concrete Works of Colorado – 1260 Rock Creek Circle Lafayette, CO.

1986 – 2006

- Started as a laborer, worked up to project superintendent.

2010 – 2012

- Directed all phases of civil construction projects, from initial startup to final closeout.
- Conducted weekly production meetings, which facilitated stronger communication and the ability to resolve critical issues.
- Performed regular jobsite observations to provide direction for all general contractor personnel.
- Determined the project schedule.
- Scheduled all contractors, sub-contractors, and material deliveries.
- Supervised the work of 30+ team members, offering constructive feedback on their work performance.
- Defined objectives and communicated them to other team members.

Education

High School Diploma

Harvard High School – Harvard, NE.

Certifications

- ACI Field Testing Technician Grade 1
- Erosion Control Supervisor

Accomplishments

- Completed numerous high-quality projects on time, within budget, to satisfaction of all parties involved.

Additional Information

- Good reputation with various public works departments.

James J Swenson
2216 E. 129th Ave.
Thornton, Colorado 80241
(303) 993-4325

SUMMARY OF QUALIFICATIONS

A professional with 22 years experience in project management and estimating. Career strengths include leadership, organizational skills, personnel and financial management, ability to meet deadlines and written communication.

PROFESSIONAL EXPERIENCE

Noraa Concrete Construction Corp – Keenesburg, CO
Project Manager / Estimator – March 2012 – Current

- Estimated and managed multiple projects ranging from flat work to complete site development. This required proficiency in project and subcontractor scheduling, budgeting, financial management, customer interface and coordination of on-site activities.
- Complete plan quantity take-offs of incoming drawing packages and competitively estimate and bid large projects.

PAC International – Longmont, CO / Foshan, China.
SR Production Manager / Project Manager – March 2011 – April 2012

- Managed all aspects of production for five specific can line pieces of equipment throughout the manufacturing process. This required proficiency in engineering design and changes to meet the specific requirements of the end user. Responsibilities also included management of electrical engineering and design changes and implementation.
- Negotiations with third party vendors, OEM's, and in house engineering departments to optimize effectiveness and efficiency of the project equipment and time schedule.

Noraa Concrete Construction Corp – Keenesburg, CO
Project Manager / Estimator – February 2008 – March 2011

- Estimated and managed multiple projects ranging from flat work to complete site development. This required proficiency in project and subcontractor scheduling, budgeting, financial management, customer interface and coordination of on-site activities.
- Complete plan quantity take-offs of incoming drawing packages and competitively estimate and bid large projects.

Concrete Express Inc. – Denver, CO

Project Manager / Estimator – January 2002 – December 2007

- Estimated and managed multiple projects ranging from flat work to complete site development. This required proficiency in project and subcontractor scheduling, budgeting, financial management, customer interface and coordination of on-site activities.
- Complete plan quantity take-offs of incoming drawing packages and competitively estimate and bid large projects.
- Review and analyze on site operations and weekly job costing to identify potential problems and increase productivity rates, maximize cost savings and project profitability.
- Manage invoicing, billing and collection processes to minimize accounts receivable aging.

PROFESSIONAL ORGANIZATIONS

International Electrical Contractors Association – August 1987 – May 1993

EDUCATION AND TRAINING

Completed Dale Carnige Training Course by Tom Stevens, Instructor, The Dale Carnige Courses. – August 1998 – November 1998.

Completed training course on Total Quality Management by Loren Ancarlo, President, Ancarlo Training Group. – April 1996

International Electrical Contractors Apprenticeship School – September 1988 – July 1993
Journeyman Electrician.

OTHER SKILLS / INTERESTS

- Computer Software: Proficient in MS Word, MS Excel, MS Project, Hard Dollar, Heavy Bid and HCSS software applications.
- Ability to move from completed project to a new project with ease requiring minimal transfer time
- Interest: Cycling, golf, skiing, team sports and reading.

Project Name	Owner's Name, Address & Phone No.	Project Description	% Self-Performed	Contract	Final Contract	Start Date	Completion Date	General or Sub
2024 Concrete Replacement Program Roll-Over job#2402	Arapahoe County 5334 South Prince Street Littleton, CO 80120 David Beard 720-874-6523	Remove & Replace curbs, gutters, sidewalks, curb ramps, cross pans and driveways(curb cuts) associated landscape, erosion control & Traffic Control throughout the County	100%	\$ 1,300,000.00		Feb-24	May-24	General
2023 Sidewalk Quincy & Gun Club Rd Intersection Project C15-022 job#2307	Arapahoe County 5334 South Prince Street Littleton, CO 80120 Dillon Sether 720874-7623	Sidewalk Relocation around switch cabinet, install chase drain to allow for safe operation and access to the cabinet while maintaining adequate side slopes and drainage through the area.	100%	\$ 30,318.00	\$ 28,196.00	May-23	May-23	General
2023 Townwide Concrete Replacement Program job#2306	City of Parker 9045 Tammy Lane Parker, CO 80134 John Mounier 303-805-3216	Remove & Replace curbs, gutters, sidewalks, curb ramps, cross pans and driveways(curb cuts) associated landscape, erosion control & Traffic Control. Work included coordination with the E-470 Public Highway Authority affecting access to E-470 toll road	100%	\$ 1,610,515.00	\$ 1,034,353.00	Aug-23	Oct-23	General
2023 Concrete Replacement Program job#2305	Arapahoe County 5334 South Prince Street Littleton, CO 80120 Dillon Sether 720874-7623	Remove & Replace curbs, gutters, sidewalks, curb ramps, cross pans and driveways(curb cuts) associated landscape, erosion control & Traffic Control throughout the County	100%	\$ 1,009,187.30	\$ 1,344,731.09	Apr-23	Jun-23	General
2023 ADA Ramos job#2304	City of Arvada 8101 Ralston Road Arvada, CO 80002 Christine Biddle 720-898-7730	Remove & Replace Curb, gutter, sidewalk, concrete pavement and ADA ramps in various locations within the City.	Roll-Over	\$ -				
2023 On-Call Concrete job# 2303	City of Fort Morgan 710 E Railroad Ave. Fort Morgan, CO 80701 JW Willis 970-542-3985	Installation of concrete curbs, gutters, ADA Ramps, sidewalks other misc. concrete for various infrastructure project; includes erosion control, striping & traffic control.	On Call	\$ -	\$ 352,834.90	Seo-24	Dec-24	General
2023 Continuing Service Contract job#2302	City of Boulder 1136 Alpine Ave PO Box 791 Boulder, CO 80306 David Bannon 303-441-3230	Continuing Concrete Service contract for construction of street drainage repairs and improvements including the addition of curb and gutter underground storm drainage and transit stop improvements	On Call	\$ -				
2C2 Pre Overlay Concrete- Contract Extension Additional Segments job#2301 Task Order 2301-01	City of Colorado Springs 107 N Nevada Ave #300 Colorado Springs, CO 80903 Mike Zeller 719-385-5264	Pre-Overlay Concrete replacement, Curb & Gutter, crosspans, ADA ramps, roundabout apron, curb head, concrete pavement, colored & patterned concrete, asphalt patching, traffic & erosion control	100%	\$ 2,010,426.00	\$ 2,494,626.86	Jan-23	Jul-23	General
2022 Concrete Replacement Project - Contract Extension job#2205	City of Greenwood Village 10001 E Costilla Ave. Greenwood Village, CO 80112 Bill Behre 303-708-6133	Concrete improvement, asphalt milling, patching & backfilling; remove & replace curb, gutter, sidewalk, flatwork, driveways, ADA ramps & crosspans.	100%	\$ 1,339,502.20	\$ 1,462,059.72	Apr-22	Oct-22	General
2022 Concrete Replacement Program job#2204	Arapahoe County 5334 South Prince Street Littleton, CO 80120 Dillon Sether 720-874-7623	Remove & Replace Curbs, gutters, sidewalks, curb ramps, crosspans and driveways(curb cuts)associated landscape, erosion control & Traffic Control throughout the County	100%	\$ 783,406.00	\$ 751,004.51	Jun-22	Jul-22	General
2022 Continuing Service Contract-Misc Concrete Construction job#2203	City of Boulder 1136 Alpine Ave PO Box 791 Boulder, CO 80306 David Bannon 303-441-3230	Continuing Concrete Service Contract for construction of street drainage repairs and improvements including the addition of curb and gutter underground storm drainage and transit stop improvements.	On-Call					
2022 ADA Ramps & Concrete Replacement job#2202	City of Arvada 8101 Ralston Road Arvada, CO 80002 Christine Biddle 720-898-7730	Remove & Replace Curb, gutter, sidewalk, concrete pavement and ADA ramps in various locations within the City.	100%	\$ 2,353,777.50	\$ 2,572,567.27	Jun-22	Sep-22	General
2022 On-Call Concrete	City of Fort Morgan 710 E Railroad Ave Fort Morgan, CO 80701	Installation of concrete curb, gutters, ADA ramps, sidewalks, other misc. concrete for various infrastructure. Project includes erosion control, striping & traffic control	100%	\$ 194,857.50	\$ 271,051.00	Oct-22	Nov-22	General

List of Completed Projects

job#2201	JW Willis 970-542-3985								
Traffic Calming & Walkability	City of Edgewater 1800 Harlan Street Edgewater, CO 80214 Kit Lammers 303-235-8300	Installation of 3 round-a-bouts, removal of 2 stop lights, drainage improvements, median, signs and street improvements, pipework, curb & gutter, sidewalk, wall, median, erosion control, traffic control	80%	\$ 3,456,880.00	\$ 3,774,162.27	Nov-21	Apr-22	General	
job# 2111	City of Louisville 749 Main St Louisville, CO 80027 Geoff Nettleton P.E. 303-335-4603	Curb Ramp and sidewalk improvements to SBR & Main Street, sidewalk, curb ramp, pedestrian push button, striping, traffic control	93%	\$ 128,276.00	\$ 121,140.51	Nov-21	May-22	General	
South Boulder Road & Main Street Ramp Improvement	City of Lakewood 470 S Allison Parkway Lakewood, CO 80226 Ray Hill 303-987-7935	Federal Aid Project Sidewalk Improvements on 1st Ave, New, Remove & Replace sidewalk, curb & gutter, roadway, traffic signal installation, traffic control, erosion control and landscaping.	75%	\$ 718,956.10	\$ 314,310.91	Sep-21	Nov-21	General	
job# 2110	City of Lakewood 470 S Allison Parkway Lakewood, CO 80226 Ray Hill 303-987-7935	Federal Aid Project Sidewalk Improvements on 1st Ave, New, Remove & Replace sidewalk, curb & gutter, roadway, traffic signal installation, traffic control, erosion control and landscaping.	75%	\$ 718,956.10	\$ 314,310.91	Sep-21	Nov-21	General	
Sidewalk Improvements on 1st Ave	City and County of Broomfield One DesCombes Drive Broomfield, CO 80020 Kelly Behling- CIP Project Mgr 303-438-6349	Project includes survey, clearing & grubbing, asphalt sawcutting, jersey barrier relocation, concrete sidewalk installation, sign installation, erosion control, and native seeding.	94%	\$ 76,799.00	\$ 83,237.54	Aug-21	Sep-21	General	
Commerce Street Trail Connection	City of Arvada 8101 Ralston Road Arvada, CO 80002 Don Wick, Public Works Director 720-898-7600	on-call miscellaneous concrete construction and repair for projects in bid categories 1,2 and 3.	on Call	\$ -	\$ -		open contra	General	
job# 2108	Town of Monument 645 Beacon Lite Road Monument, CO 80132 Tom Martinez 719-884-8036	Waterline replacement & Improvements, Reconstruction of curb & gutter, stormwater inlets, Traffic Control.	50%	\$ 909,956.00	\$ 1,032,663.71	Aug-21	Oct-21	General	
Raspberry Lane Street & Waterline Improvements	City of Arvada 8101 Ralston Road Arvada, CO 80002 Don Wick, Public Works Director 720-898-7600	on-call miscellaneous concrete construction and repair for projects in bid categories 1,2 and 3.	on Call	\$ -	\$ -		open contra	General	
2021 Miscellaneous Concrete Project	City of Greenwood Village 10001 E Costilla Ave. Greenwood Village, CO 80112 Bill Behre 303-708-6133	Concrete improvement, asphalt milling, patching & backfilling; remove & replace curb, gutter, sidewalk, flatwork, driveways, ADA ramps & crosspans.	100%	\$ 70,769.00	\$ 1,051,211.94	Apr-21	Aug-21	General	
job# 2106	City of Greenwood Village 10001 E Costilla Ave. Greenwood Village, CO 80112 Bill Behre 303-708-6133	Concrete improvement, asphalt milling, patching & backfilling; remove & replace curb, gutter, sidewalk, flatwork, driveways, ADA ramps & crosspans.	100%	\$ 70,769.00	\$ 1,051,211.94	Apr-21	Aug-21	General	
2021 Concrete Replacement Project	City of Louisville/City of Lafayette 749 Main St Louisville, CO 80027 Geoff Nettleton P.E./ Joliette Woodson PE 303-335-4603/303-661-1274	Asphalt removal and reconstruction, curb & gutter removal/replacement, median construction, patching, leveling, pavement marking, signing and traffic control on Dillon Rd in vicinity of BNSF track crossing.	81%	\$ 194,200.50	\$ 168,961.31	May-21	Jun-21	General	
Dillon Road Project	City of Fort Morgan 710 E Railroad Ave. Fort Morgan, CO 80701 JW Willis 970-542-3985	Installation of concrete curbs, gutters, ADA Ramps, sidewalks other misc. concrete for various infrastructure project; includes erosion control, striping & traffic control.	100%	\$ 109,324.51 on Call	\$ 109,324.51	Jan-21	Dec-21	General	
job# 2105	City of Fort Morgan 710 E Railroad Ave. Fort Morgan, CO 80701 JW Willis 970-542-3985	Installation of concrete curbs, gutters, ADA Ramps, sidewalks other misc. concrete for various infrastructure project; includes erosion control, striping & traffic control.	100%	\$ 109,324.51 on Call	\$ 109,324.51	Jan-21	Dec-21	General	
2021 On-Call Concrete	City of Louisville 749 Main St Louisville, CO 80027 Geoff Nettleton P.E. 303-335-4603	Pine Street, Griffith Street, South Boulder Road, Baseline Road at BNSF Railway Crossing consisting of asphalt removal & reconstruction, concrete sidewalk, curb & gutter, median, pavement marking, signing and traffic control	82%	\$ 375,922.20	\$ 275,578.84	May-21	Aug-21	General	
2018 Quiet Zone Project	CDOT-Region 2 5615 Willis Blvd Pueblo, CO 81008 Steve Spera - Engineer/PM II 1-719-251-7816	ADA Curb Ramp Repair/Replacement project located in Pueblo, CO along I-25 and various state highways	87%	\$ 2,523,898.00	\$ 2,404,711.91	Sep-20	Aug-21	General	
CDOT STM M086-083 Pueblo ADA Ramps	Knoebel Construction Inc 18333 Winos Corporate Dr Chesterfield, MO 63005 Dusty Kilian - Site Super. 636-326-4100 x 230	Installation sub grade prep, epoxy rebar, vapor barrier and concrete		\$ 13,728.50	\$ 13,728.50	Dec-21	Dec-21	SUB	
job#2005	City of Aurora 15151 E Alameda Pkwy Aurora, CO 80012 Project Engineer: Steven Gardner 303-739-7852	Construction of foundations at five locations within the existing roundabout that will eventually support a steel sculpture on top of monolithic sandstone to be built by a local artist.	100%	\$ 22,435.00	\$ 22,435.00	Feb-21	Feb-21	General	
Knoebel Construction - Ross Dress for Less #2184 Aurora, CO	City of Edgewater 1800 Harlan St. Edgewater, CO 80214 Kit Lammers 303-235-8300	Constructing street improvements including raised medians, crosswalks, sidewalks, bulbouts, pavement markings and rapid rectangular flashing beacon minor associated erosion control and traffic control	75%	\$ 345,567.00	\$ 387,286.98	Aug-20	Sep-20	General	
job#2007	City of Edgewater 1800 Harlan St. Edgewater, CO 80214 Kit Lammers 303-235-8300	Constructing street improvements including raised medians, crosswalks, sidewalks, bulbouts, pavement markings and rapid rectangular flashing beacon minor associated erosion control and traffic control	75%	\$ 345,567.00	\$ 387,286.98	Aug-20	Sep-20	General	
Concrete Foundation Work at Iliff Roundabout	City of Edgewater 1800 Harlan St. Edgewater, CO 80214 Kit Lammers 303-235-8300	Constructing street improvements including raised medians, crosswalks, sidewalks, bulbouts, pavement markings and rapid rectangular flashing beacon minor associated erosion control and traffic control	75%	\$ 345,567.00	\$ 387,286.98	Aug-20	Sep-20	General	
job#2006	City of Edgewater 1800 Harlan St. Edgewater, CO 80214 Kit Lammers 303-235-8300	Constructing street improvements including raised medians, crosswalks, sidewalks, bulbouts, pavement markings and rapid rectangular flashing beacon minor associated erosion control and traffic control	75%	\$ 345,567.00	\$ 387,286.98	Aug-20	Sep-20	General	
2020 Safe Routes to School - Pierce St	City of Edgewater 1800 Harlan St. Edgewater, CO 80214 Kit Lammers 303-235-8300	Constructing street improvements including raised medians, crosswalks, sidewalks, bulbouts, pavement markings and rapid rectangular flashing beacon minor associated erosion control and traffic control	75%	\$ 345,567.00	\$ 387,286.98	Aug-20	Sep-20	General	
job#2004	City of Edgewater 1800 Harlan St. Edgewater, CO 80214 Kit Lammers 303-235-8300	Constructing street improvements including raised medians, crosswalks, sidewalks, bulbouts, pavement markings and rapid rectangular flashing beacon minor associated erosion control and traffic control	75%	\$ 345,567.00	\$ 387,286.98	Aug-20	Sep-20	General	

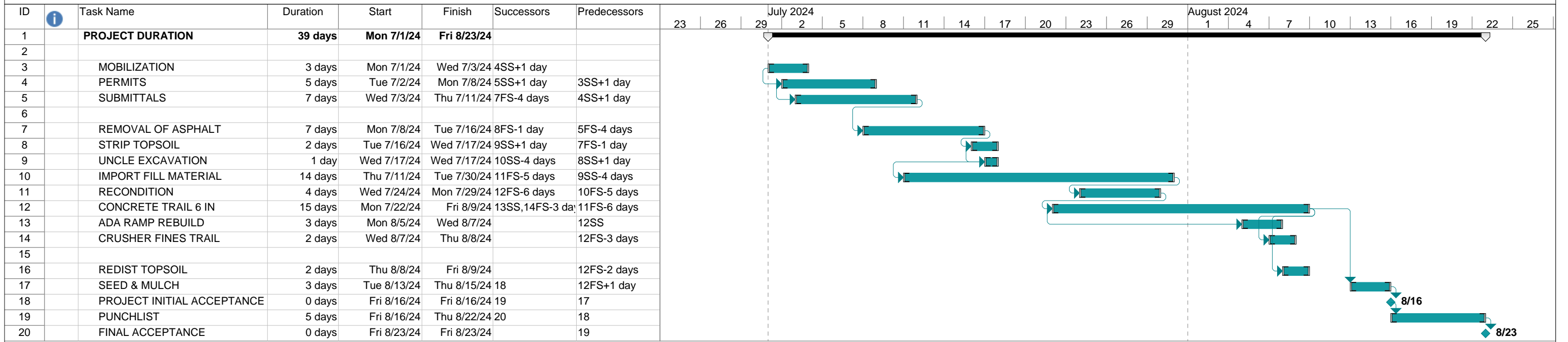
List of Completed Projects

2020 Concrete Repair Project job#2003	City of Greenwood Villaae 10001 E Costilla Ave. Greenwood Villaae. CO 80112	Concrete improvement, asphalt milling, patching & backfilling; remove & replace curb, gutter, sidewalk, flatwork, driveways, ADA ramps & crosspans.	98%	\$ 496,008.00	\$ 661,946.66	Jun-20	Sep-20	General
2020 On Call Concrete Installation Services job# 2002	City of Fort Morgan 710 E Railroad Ave. Fort Morgan. CO 80701 JW Willis 970-542-3985	Installation of concrete curbs, gutters, sidewalks other misc. concrete for various infrastructure project; includes erosion control, striping & traffic control.		On Call	\$ -	Jan-20	Dec-20	General
2020 Miscellaneous Concrete Construction Project job#2001	City of Boulder 1101 Arapahoe Ave 3rd Floor Boulder. CO 80302 Bobby Redd 303-441-3253	Work Order 1: Remove the existing pedestrian bridge over Leggett Ditch and replace with a 24" x 38" reinforced elliptical pipe and a 4' x 12' concrete box culvert.	95%	\$ 695,432.75	\$ 222,854.99	Jan-20	Dec-20	General
Sheridan Sidewalk Project 6th to 10th Ave. job# 1913	City of Lakewood 480 South Allison Pkwy Lakewood, CO 80226 Ken Nyhoff 303-987-7900	Curb, gutter, sidewalk & asphalt installation box culvert extension, install storm drainage, retaining wall installation, landscaping, erosion control & traffic control	79%	\$ 2,395,501.25	\$ 2,345,112.04	Feb-20	Nov-22	General
Skeel Street Improvements job# 1912	City of Brighton 500 South 4th Ave. Brighton, CO 80601 Christopher Montoya 303-655-2037	New sidewalk construction, striping & signage for pedestrian crossings, transportation lighting, erosion control, public information & traffic control	64%	\$386,480.20	12/7/2807	Nov-19	Jan-20	General
Founder's Parkway (SH-86) & Allen Way Intersection Improvements job# 1911	Town of Castle Rock 4175 N Castleton Ct Castle Rock, CO 80109 Frank Main 720-733-2265	Widening of Founder's Pkwy, includes concrete paving, milling & asphalt paving, surveying, erosion control, seeding, landscaping, potholing, striping, pipework, signs, electrical & traffic control	76%	\$ 2,495,989.40	\$ 2,201,499.14	Jul-19	Oct-19	General
2019 Capital Improvement Program - Concrete Repair Project job# 1910	City of Greenwood Village 10001 E Costilla Ave. Greenwood Village, CO 80112 Wanda DeVargas 303-708-6140	Concrete replacement throughout Greenwood Village, includes removal & replacement of curb, gutter, sidewalk, flatwork, driveways, ADA ramps & crosspans, erosion control & traffic control	98%	\$ 775,900.00	\$ 989,839.50	May-19	Aug-19	General
C R100-315 R1 ESB ADA Curb Ramps Phase 5 Job# 1909	CDOT 4670 Holly St. Denver, CO 80216 Jason Lucerna 303-941-3515	Removal & replacement of ADA curb ramps in various counties & municipalities within CDOT Region 1 Includes traffic control, erosion control and electrical	87%	\$1,179,971.00	\$ 1,278,731.26	Aug-19	Oct-19	General
2019 ADA Transition Program - Area 5 - E 55th Ave. Project job# 1908	Adams County 4430 S Adams County Parkway Brighton, CO 80601 Russell Neslon 720-523-6966	Applying the ADA plan for right of Way in Unincorporation Adams County, includes removal & replacement of curb, gutter, sidewalk, ADA ramps, surveying, erosion control, resetting fence, concrete pavement, striping, public information and traffic control	88%	\$660,391.91	\$ 632,898.48	Oct-19	Dec-19	General
2019 On-Call Concrete Installation Services job# 1907	City of Fort Morgan 710 E. Railroad Ave. Fort Morgan, CO 80701 JW Willis P.M. 1-970-542-3985	On-Call concrete installation services	100%	\$ 4,723.50	\$ 265,532.00	Feb-19	Dec-19	General
Kalispell Street & Ponderosa Trail Traffic Calming job# 1906	City of Aurora 15151 E Alameda Pkwy Aurora, CO 80012 Geoff Nettleton P.E. 303-739-7315	Remove & replace curb, gutter, sidewalk, asphalt paving, construct curb extensions & medians, landscape restoration, signage & striping, erosion control & traffic control	75%	\$ 128,155.75	\$ 120,179.39	Mar-19	Apr-19	General
Durapride- Slab Concrete Flat Work job# 1905	H-2 4626 WCR 65 Keenesburg, CO 80643 Tim Martinez 303-875-7617	Concrete slab flatwork	100%	\$ 60,071.70	\$ 72,913.40	Jan-19	Jan-19	SUB
Louisville-Lafayette Quiet Zone Project job# 1904	City of Louisville 749 Main St. Louisville, CO 80027 Joliette Woodson 303-335-4803	Asphalt removal & reconstruction, concrete sidewalk construction, curb & gutter removal/replacement, median construction, patching, leveling, pavement marking, signing & traffic control	83%	\$375,922.20	\$ -			General
Pond Drainage Structure job# 1903	Merrick-Greenwood North Metro District 5970 Greenwood Plaza Blvd Greenwood Village, CO 80111 Barney Fix 303-353-3670	Remove & replace sidewalk, wall, underdrain, inlet, surveying and traffic control	99%	\$ 18,372.50	\$ 14,812.00	Jan-19	Apr-19	General
Cascade Ave/Dale Street/Yuma Street Pedestrian Improvements job#1902	City of Colorado Springs 30 S Nevada Ave. Colorado Sprngs, CO 80903	Improvements consists of driveways, sidewalks, curb ramps, curb & gutter and traffic control	100%	\$172,184.00	\$ 175,282.35	Jan-19	Mar-19	General
2019 Continuing Service Contract N. Broadway Transit and Drainage Imp job#1901-02	City of Boulder 1101 Arapahoe Ave 3rd Fl Boulder, CO 80302 Phil Sanders 303-441-3266	Continuing Concrete Service contract for construction of street drainage repairs and improvements including the addition of curb and gutter underground storm drainage and transit stop improvements for NBD and SBID Broadway	80%	\$ 248,567.00	\$ 245,620.00	Jan-19	Mar-20	General

List of Completed Projects

<p>2019 Continuing Service Contract WWTF Concrete Work</p> <p>job #1901-01</p>	<p>City of Boulder 1101 Arapahoe Ave 3rd Fl Boulder, CO 80302 Phil Sanders 303-441-3266</p>	<p>Continuing Concrete Service contract for construction of a new sanitary debris receiving station. To include the addition of a 3W hydrant, a convenience receptacle and rerouting a drain line.</p>	<p>89%</p>	<p>\$ 119,424.00</p>	<p>\$ 144,949.70</p>	<p>Apr-19</p>	<p>Aug-19</p>	<p>General</p>
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TOWN OF BENNETT - hwy 79 PERMINENT TRAIL CONSTRUCTION pHAse 2



Project: INITIAL PROJ SCHED
Date: Mon 6/17/24

Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
Split		External Tasks		Manual Task		Start-only		Progress	
Milestone		External MileTask		Duration-only		Finish-only		Split	
Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 5/30/24
Project Number: 24-006
RFP Title: Highway 79 Permanent Trail Construction Phase II
Proposals Due: June 17th, 3:00 p.m., Local Time
Submit Proposals to: [Submission Form](#)

For Additional Information Please Contact: Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

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

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: Noraa Concrete Construction Corporation Fax: 303-637-9470
Address: 997 Platte River Blvd, unit A City/State: Brighton, CO Zip: 80601
Contact Person: Lori J. Kaiser Title: vice President Phone: 303-637-9233
Authorized Representative's Signature: [Signature] Phone: 303-637-9233
Printed Name: Lori J. Kaiser Title: vice President Date: 6-17-2024
Email Address: business@noraaconcrete.com

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

Bid Item #	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	71,550.00	71,550.00
2	Pothole Existing Utilities	1	HR	462.00	462.00
3	Erosion Control	1	LS	19,365.00	19,365.00
4	Remove Existing Asphalt Trail	1817	SY	17.00	30,889.00
5	Unclassified Excavation	1	CY	27.00	27.00
6	Import Fill from 4th St	1568	CY	44.00	68,992.00
7	Reconditioning	1818	SY	7.00	12,726.00
8	Concrete Trail 6-inch depth	1818	SY	91.00	165,438.00
9	Import and Place Class 6 Road Base for Shoulder	1	TON	43.00	43.00
10	Topsoil - Salvage and Replace 6-Inch Depth	1	CY	45.00	45.00
11	Seed and Mulch (CDOT Approved Mix)	1.6	AC	4,733.00	7,572.80
12	Import and Place Crusher Fines Trail	70	TN	60.00	4,200.00
13	ADA Ramp Rebuild	4	EA	2,314.00	9,256.00
14	Temporary Trail Construction (Alignment TBD)	2045	LF	9.00	18,405.00
Base Bid					\$408,970.80
Soft Cost (5%)					20,448.54
Contingency (10%)					40,897.08
Total Bid					\$470,316.42

Not to Exceed Total: \$470,316.42

SUBMISSION FORM

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

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

Attn: Person in Charge *Lori J. Kaiser*
Title *Vice President*
RFP: *24-006 Highway 79 Permanent Trail Construction Phase II*

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-0 %

State total bid price (include all items bid)

470,316.42

State total bid price with discount

470,316.42

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



Town of Bennett

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

REQUEST FOR PROPOSALS

ADDENDUM #1

Date: June 12, 2024

Proposal Number: RFP 24-006

Proposal Title: Highway 79 Permanent Trail Construction Phase II Addendum #1

For Additional Information Please Contact: Robin Price, Public Works Director
(303) 644-3249 ext 1013
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. Does the town have an anticipated contract time for the project? Calendar days, working days?
 - **Contract Award Date is June 26th. Once the contractor is chosen for this project The Town will work with the contractor on the exact start date as well as the schedule of working days. There are no set days or working days until designated with the contractor.**
2. What are the working hours of the project? Are there any restrictions on working hours?
 - **Monday through Saturday 7 a.m. to 7 p.m.**
3. In the price sheet there is a couple of line items that have No quantity are we to assume you are looking for a per unit price?
 - **Yes, please include per unit price.**
4. What are you looking for on the soft cost & contingency price?

- Please refer to page 9 of Bid sheet. The soft cost is 5% and the contingency is 10% of the base bid.

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

Vendor# _____

1 NAME OF FIRM:

Noraa Concrete Construction Corporation
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):

Noraa Concrete Construction Corporation
NAME (As it appears on invoice)

997 Platte River Blvd, unit A
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.)

997 Platte River Blvd, unit A
STREET ADDRESS

Brighton, CO 80601
CITY, STATE, ZIP

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number

OR

Federal Identification Number

84-1541981

Name of Business Owner (please print) Norma Concrete Construction Corporation

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

[Signature]
6-17-2024

Print Name

Lori J. Kaiser, vice President

Telephone Number

303.637-9233

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:

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Noraa Concrete Construction Corporation	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input 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) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 39673 E. 160th Ave	Requester's name and address (optional)
6 City, state, and ZIP code Keenesburg, CO 80643	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
or											
Employer identification number											
8	4	-	1	5	4	1	9	8	1		

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1-1-24</u>
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General Instructions

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

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

Purpose of Form

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

- Form 1099-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.

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 5/30/24
Project Number: 24-006
RFP Title: Highway 79 Permanent Trail Construction Phase II
Proposals Due: June 17th, 3:00 p.m., Local Time
Submit Proposals to: [Submission Form](#)

For Additional Information Please Contact: Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

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

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: RCD CONSTRUCTION, INC. Fax: _____
Address: 1830 1ST AVE. City/State: GREELEY, CO Zip: 80631
Contact Person: RYAN DOMSON Title: PRESIDENT Phone: 970-756-1150
Authorized Representative's Signature: *Ryan Domson* Phone: _____
Printed Name: RYAN DOMSON Title: PRESIDENT Date: 06/17/2024
Email Address: RYAN@RCDCONSTRUCTIONCO.COM

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

Bid Item #	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 61,842.50	\$ 61,842.50
2	Pothole Existing Utilities		HR	\$ 586.77	\$ -
3	Erosion Control	1	LS	\$ 17,687.00	\$ 17,687.00
4	Remove Existing Asphalt Trail	1817	SY	\$ 7.22	\$ 13,118.74
5	Unclassified Excavation		CY	\$ 24.43	\$ -
6	Import Fill from 4th St	1568	CY	\$ 16.42	\$ 25,746.56
7	Reconditioning	1818	SY	\$ 5.67	\$ 10,308.06
8	Concrete Trail 6-inch depth	1818	SY	\$ 69.84	\$ 126,969.12
9	Import and Place Class 6 Road Base for Shoulder		TON	\$ 58.00	\$ -
10	Topsoil - Salvage and Replace 6-Inch Depth		CY	\$ 94.09	\$ -
11	Seed and Mulch (CDOT Approved Mix)	1.6	AC	\$ 3,795.00	\$ 6,072.00
12	Import and Place Crusher Fines Trail	70	TN	\$ 121.91	\$ 8,533.70
13	ADA Ramp Rebuild	4	EA	\$ 5,279.50	\$ 21,118.00
14	<u>Temporary Trail Construction (Alignment TBD)</u>	2045	<u>LF</u>	\$ 26.88	\$ 54,969.60
Base Bid					\$ 346,365.28
Soft Cost (5%)					\$ 17,318.26
Contingency (10%)					\$ 34,636.53
Total Bid					\$ 398,320.07

SUBMISSION FORM

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

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

Attn: Person in Charge
Title
RFP:

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

YES / NO

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

YES / NO

State percentage of prompt payment discount, if offered

0 %

State total bid price (include all items bid)

\$398,320.07

State total bid price with discount

\$398,320.07

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:

RCD CONSTRUCTION, INC.

NAME (Legal Name)

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

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

RCD CONSTRUCTION, INC.

NAME (As it appears on invoice)

1830 1ST AVE.

ADDRESS

GREELEY, CO 80631

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

1830 1ST AVE

STREET ADDRESS

GREELEY, CO 80631

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 42-4655567

Name of Business Owner (please print) RCD CONSTRUCTION, INC.

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 Ryan Domson

Date 06/17/2024

Print Name RYAN DOMSON

Telephone Number (970) 756-1150

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

- | | | |
|---|--|---------------------------------------|
| <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:



*Water Main Installation and Repair
Sewer Main Installation and Repair
Mass Excavation / Site Development*

Flood Mitigation

River Restoration

Erosion Control

Storm Drainage

Clearing / Grubbing

Excavation

Site Grading

Underground Dry Utilities

Overburden Removal

Road Construction

Land Reclamation

Landfill Reclamation and Cell Construction

Snow Plowing

Concrete

Asphalt Parking / Drives

& Much More.

*150 N. 2nd St.
Hayden, CO 81639
(970) 276-2192
(970) 756-1150*

*1830 1st Ave
Greeley, CO 80631
(970) 888-3861
(970) 756-1150*

STATEMENT OF QUALIFICATIONS

Attachment A

RE:

Bennett Trail

RCD Construction is a growing company that began on February 8th, 2014. We are committed and faithful to our customers, and work very hard to ensure that their needs are met. We are well known for completing jobs in a timely and accurate manner by implementing unique and skillful strategies to get the job done. We are eager to take part in the upcoming project and feel as though we would be an excellent fit.

We have a team that helps implement the best strategies and find ways that work best for both our company and yours. We hope to be considered for this upcoming project.

RCD Construction has performed work throughout the entire state of Colorado and currently has the following project(s) in process.

- *Mail Creek Trail*

Installation of .75 miles of 10' concrete trail with associated ditch relocation and pedestrian bridge work install.

City of Fort Collins

Value: \$750,000.00

95% complete

- *Reunion Ridge Filling 2 and 3*

Roads, Utilities and Off-site Drainage, mass excavation.

Oakwood Homes/Reunion Ridge Metro District

Value: \$6.3M

40% complete

Some of our projects completed in the last 5 years include the following:

STATEMENT OF QUALIFICATIONS
Attachment A

Watson Lake waterline

- 1536LF of 30" HDPE raw water supply line
- 1 mile of gravel road improvements
- (2)42" headgates
- Mass dewatering

Dmitry Tepo dmitry.tepo@state.co.us

Value: \$550,000.00

Larimer County Road 8 and 21 Roundabout

- Demolition of .75 miles of road
- Construction of Storm sewer and electrical utilities to facilitate the roundabout construction.
- PCCP with associated curb
- Asphalt paving
- Electrical infrastructure install

Mark Voorhes voorhemr@co.larimer.co.us

Value: \$3.2M

Prairie Center Retail Two

- Water main install
- Sewer main install
- 40,000SF PCCP
- Curb, Gutter, And associated sidewalks

Shawn Kronebusch skronebusch@redland.com

Value: \$1.1M

-Erie Zone 3 & 4 water pipeline

STATEMENT OF QUALIFICATIONS

Attachment A

- 14,400 LF of 24" and 20" pvc waterline
- 1.5 miles of full road reconstruction

Wendi Palmer wpalmer@erieco.gov

Value: \$5.2M

-Gun Club Road - Aurora High Point at DIA Project

- .75 miles of new roadway with associated utility and drainage work
- 4,000LF of 12" sewer 17' deep
- 4,000LF of 12" & 8" water mains
- 19,000SY of lime treatment and paving with 11,000 tons of class 6.

Randy Ficklin randy@silverbluffcompanies.com

Value: \$4.8M

-Jackson County Landfill Phase 1A (2022)

- Excavate approximately 120,000 CY to develop MSW and C&D Cell
- Clay liner
- 60 mill HDPE liner 186,000 SF
- Develop 18" HDPE Leachate collection system
- 10,000CY of Trash relocation
- Jackson County Landfill

Matt Canterbury (County PM) (970) 723-4660

mcanterbury@jacksoncountycogov

Value: \$1.3M

-Prairie Center Village Phase 4 (2021-2022)

- 97 House subdivision in Brighton Colorado
- 4500,000CY Over Ex.
- 100,000CY Overlot grading
- 12'x6'x144' Cast in place box culvert

STATEMENT OF QUALIFICATIONS

Attachment A

- Two ditch crossings of Brighton lateral ditch. One 30" casing with 12" water and one 24" casing with 6" underdrain.
- Approx. 5 miles of underground water, sewer, and storm.

Value: \$7.5M

GKT Development

Mike Tamblyn

mtamblyn@thekroenkegroup.com

-Steamboat Rodeo Grounds (2021)

New parking area at Romek Arena

Steamboat Springs, Colorado

- 110,000SF of asphalt paving
- Aggregate production and import
- Associated storm water install (2,500 LF)
- Concrete curb and sidewalks
- Electrical install
- Landscaping

Value: \$1.8Million

Emrick Soltis, P.E.

Civil Engineer

City of Steamboat Springs

(970) 871-8271

esoltis@steamboatsprings.net

STATEMENT OF QUALIFICATIONS
Attachment A

-City of Fort Morgan Rec Center - Sub for GH Phipps

Value: \$825,000

- *Site Concrete install*
- *Storm sewers install*
- *Water line install*
- *Foundation excavation*
- *Roadway prep*

*GH Phipps
Greg Behmer
(303) 325-1520*

-Saratoga Landfill Reclamation

*Reclamation of 3 completed C&D and MSW cells
Saratoga, WY*

Value: \$5.2 Million

Work included:

- *100,000 CY Over lot grading*
- *45,000 CY cover layer material*
- *550,000 HDPE poly cover liner with gas vents*

Craig Kopasz (craig.kopasz@eaengineers.com)

-Prairie Center Phase 2 & 3 (2020)

148 house complete subdivision

Brighton Colorado

Value: \$5.2 Million

Work included:

- *200,000 CY Over lot grading*
- *25,000 CY Road and building sub ex.*

STATEMENT OF QUALIFICATIONS
Attachment A

- *Approx. 2.5 miles of underground water, sewer, and storm.*

Blaine Goll- Project Superintendent

(720) 416-2826

-Mission Village / Mission Homestead

35 house subdivision with attached 7 building apartment complex and .5 miles of new city roads.

Evans, Colorado

Combined value of \$2.9 Million

Work included:

- *Over lot grading*
- *Road and building sub ex*
- *Water main*
- *Sewer main*
- *Site concrete*

-Atlantic Aviation FBO (2019)

Value: \$2.2 Million

New 30 AC site development for a 30 AC aircraft apron

- *New building*
- *New parking lot*
- *Water main*
- *Sewer main*

GC: Tectonic Management

Owner: Atlantic Aviation

Andrew Barone

STATEMENT OF QUALIFICATIONS
Attachment A

(720) 961-0482

-Crawford State Park Trail Project (2018)

Value: \$655,000

Owner: Colorado Parks and Wildlife

- New 6,000 face SF Redi-Rock retaining wall

Gregory Batt, RLA
Capital Project Manager
greg.batt@state.co.us

-Steamboat Lake & Stagecoach Lake Lagoon Liner Rehabilitation Project (2018)

Value: \$1.05 Million

5 wastewater lagoon liner replacement and rehabilitation

Owner: Colorado Parks and Wildlife

Mike Havens
Colorado Parks and Wildlife
(970) 589-0662
mike.havens@state.co.us

-Steamboat Lake Waterline Rehabilitation (2018)

Value: \$229,000.00

Replace old/outdated waterlines for campgrounds.

Owner: Colorado Parks and Wildlife

Mike Havens
Colorado Parks and Wildlife

STATEMENT OF QUALIFICATIONS
Attachment A

(970) 589-0662

mike.havens@state.co.us

-Stop-N-Go Storage Complex (Steamboat Springs, CO) (2018)

Value: \$311,000.00

Site development for 7 ac storage complex

Owner: Zunie Construction & Development

Kim Zunie

Owner

(614) 402-4961

-Town of Hayden Water Main & Roadway Reconstruction (2018)

Value: \$701,000.00

Owner: Town of Hayden (Hayden, Colorado)

- New water main and roadway reconstruction

Frank Case

Public Works Superintendent

(970) 734-6025

-GHH Ranch (Dunkley Pass) (2017)

Value: \$388,000.00

Private House

Owner: Gates Family

GC: HLCC. Steamboat Springs

*STATEMENT OF QUALIFICATIONS
Attachment A*

-Staybridge Suites (Littleton, CO) (2016)

Value: \$672,000.00

New Hotel

Owner: Choice Hotel Groups

GC: Northridge Construction

Our bonding capacity has been instrumental in the growth of our company. Although we have only been in business for nine years, we have a bonding capacity of \$15 million single job, and \$30 million aggregate. Showing a capacity of this amount for a young company such as us proves one thing. We do things right.

RCD Construction employee numbers have grown with us since the start of the company. The larger the demand for our work, the more employees we have hired. We Currently have a staff of 45 full time qualified individuals, with upwards of 60 in the summer months. RCD Construction has never been terminated, late, or in default from any project, nor have we ever received any permit violations.

Thank you for your consideration,

RCD Construction, Inc.

Ryan Domson

Brandon Collette

738 37th Ave Ct #3, Greeley, CO 80634
(404) 519-5352 brandonc@rcdconstructionco.com

Objective

To oversee and insure the detailed completion of all projects in a timely, organized and efficient manner. Safety and attention to detail are my main concerns. I am driven by a strong desire to see the physical fruition of construction concepts and systems.

Skills & Abilities

I have taken various roles in projects ranging from the residential, commercial, institutional, to civil sectors of the industry. This has given me first-hand knowledge and experience of the real-world applications and implementation of systems in numerous fields.
Certifications: Structural, Estimating, Construction Management, Lvl 1 Concrete Testing, OSHA 30
Languages: English, Spanish, German
Army National Guard

Experience

- 08/2023 - Present **Estimator / Senior Project Manager, RCD Construction, Inc.**
Generate project take-offs, Bid projects, ensure the completion of projects according to blueprints in a safe and efficient manner while staying in budget.
Project History: Larimer County Road 8&21 roundabout, Berthoud, CO
- 2022 - 2023 **Project Engineer / Estimator, Mark Young Construction, Longmont, CO**
Project procurement, Scheduling, Estimates, Budgets, Bids, Contracts
- 2020 - 2022 **Adjunct Professor, Aims Community College, Greeley, CO**
Instructor for Soil Mechanics as well as Construction Materials & Systems
- 2019 - 2021 **Project Engineer, Moltz Construction, Windsor, CO**
Manage & coordinate projects complying with specs, budget, schedule and standards
- 2018 - 2019 **C.M.T., Rocky Mountain Group, Evans, CO**
Perform inspection of structural, civil and geotechnical aspects of construction for compliance with codes and laws.
- 2018 - 2018 **Forensic Tech, Wiss, Janney, Elstner and Assoc Inc, Lakewood, CO**
Perform testing on commercial building systems. Acquisition, analysis, and utilization of specifications and physical data. Designing & engineering functional solutions.
- 2015 - 2017 **Craftsman, O'Keefe Built, Longmont, CO**
Lead carpenter. Engineered stairs, landings and handrails.

Education

- 2017 - 2018 Aims Community College, Greeley, CO
Associate of Applied Science – Building / Construction Site Management

Dan Gottschall

1513 31st Ave, Greeley, CO 80634
(970) 457-7810 dang@rcdconstructionco.com

Objective

To work in a challenging position with an organization that provides ample opportunities to learn, contribute, and grow. Complete projects on time and under budget.

Skills & Abilities

Proficient in site preparation and the operation of various construction and excavation machinery. Skilled in civil construction including safety assessment and maintenance.

Experience

04/2018 -
Present

Superintendent, RCD Construction, Inc.

Oversee and coordinate projects according to blueprints, communicate between management and foremen to ensure the completion of projects in a safe and efficient manner, maintain crew production, and upkeep on heavy equipment.

Project History:

Erie Zone 3 & 4 water pipeline, Erie, CO
Gun Club Road – Aurora High Point at DIA, Aurora, CO
Jackson County Landfill Phase 1A, Walden, CO
Prairie Center Village Subdivision Phase 4, Brighton, CO
Fort Morgan Fieldhouse Project, Fort Morgan, CO
Steamboat Rodeo Grounds, Steamboat, CO
Saratoga Landfill Project, Saratoga, WY
Howelsen Hill Ice Arena Project, Steamboat Springs, CO

01/2015 -
03/2018

Equipment Operator, Anson Excavating & Pipe, Craig, CO

Ran track hoe, loader, dozer, haul trucks and labor.

06/2010 -
01/2015

Equipment Operator / Lead Man, Ames Construction, Aurora, CO

Ran dozer, blade, haul truck, excavator, water truck, skid steer, loaders, tremble GPS, and lead man on haul truck crew.

Education

1998 – 2002

Moffat County High School, Craig, CO

Garrett Shaffer

3324 Sheridan Ave, Loveland, CO 80538
(970) 597-9962 garretts@rcdconstructionco.com

Objective

Provide the customers with top notch projects on time, within budget, while ensuring employees are safe and healthy.

Skills & Abilities

- Leading construction crews to completion of projects safely and efficiently.
- 8+ Years experience operating motor graders, track hoes, backhoes, various loaders, scrapers, dozers, telehandlers, compactors and water trucks.
- Comfortable and adept with GPS surface modeling, i.e., machine control and site layout
- Meticulous with detail
- Capable of delegating tasks to manage workloads
- Proficient with equipment repairs and maintenance

Experience

08/2023 -
Present

Superintendent, RCD Construction, Inc.

Oversee and coordinate projects according to blueprints, communicate between management and foremen to ensure the completion of projects in a safe and efficient manner, maintain crew production, and upkeep on heavy equipment.

Project History:

Larimer County Road 8&21 roundabout, Berthoud, CO

02/2023 -
07/2023

Foreman / Equipment Operator, TCE Construction

Responsible for carrying out talks related to all groundwork (excavation, installing utilities, mainline tie-ins, grading, etc) for commercial and residential projects. Broad understanding of the importance of a safe and clean work environment.

05/2015 -
01/2023

Forman / Lead Equipment Operator, Mountain Constructors Inc.

In control of executing various projects from downtown cities to bridges and water diversion while maintaining deadlines, budgets and work quality to county and/or state regulations. Reading and interpreting construction documents and plans.

01/2011 -

Hired Hand, Eric Shaffer and Sons

Handled farm operations including care of livestock and preparing fields for crops year-round. Responsible for operating various types of farm equipment, welding, maintaining equipment and farming implements with repairs and other required upkeep.

Education

2011 – 2015

Arickaree High School, Anton, CO

Jeff Herrington

5801 Carmon Drive, Windsor, CO 80550
(760) 792-3589 jeffh@rcdconstructionco.com

Objective

Provide the customers with their completed projects on time, within budget, while ensuring employee safety.

Skills & Abilities

- Managing construction crews to completion of projects safely and efficiently while staying within budget.

Experience

- 04/2023 - Present **General Manager, RCD Construction, Inc.**
Give support to the management team, ensure profitability, ensure production goals are met, ensure workloads are maintained, ensure compliance of safety & building regulations, ensure the completion of projects in a safe & efficient manner, equipment allocation, and contracts.
- 2018 **Equipment and Logistics Operations Manager, Simon Construction**
One of 7 managers reporting to GM. P&L oversight of trucking shop, plus managed equipment coordination and maintenance.
- 2016 - 2017 **Aggregate Manager, Willits Company Inc. then purchased by Simon Construction**
Supervised operation of granite quarry and gravel pits with P&L responsibility. Worked with Willits Company in this capacity continuing on as Aggregate Manager when the company sold to Simon Construction.
- 2014 - 2015 **Daily Operations Manager, Gibson and Schaeffer Inc.**
Managed day to day operations following the purchase of Gibson and Schaeffer Inc. Ensured smooth transition with local agencies, customers, vendors and employees.
- 2007 - 2014 **Regional Manager, James E. Simon Co. purchased by Superior Ready Mix**
Managed multiple business locations including ready mix production, aggregate production, shops and maintenance crews, construction crews (concrete work, grading, irrigation canal construction, water/sewer, electrical installation, concrete and road work) concrete pipe production and a construction supply store.
- 1982 - 2006 **Construction General Manager / Vice President, James E. Simon Co. Inc.**
Project Manager, Then moved to California as General Manager / Vice President and set up a new company branch which grew to include aggregate, ready mix, asphalt and construction divisions. Our construction crews did water, sewer, electrical, storm drains, concrete work and grading.

Education

- Bachelors Degree, Construction Management, University of Nebraska, Lincoln, NE
- 1971 – 1975 Westside Highschool, Omaha, NE

Ryan Domson – President

1830 1st Ave, Greeley, CO 80631
(970) 756-1150 ryan@rcdconstructionco.com

Objective

Deliver projects to the customers on time and under budget in a safe working environment.

Experience

02/2014 -
Present

Owner, RCD Construction, Inc.

Oversee all aspects of running a business, ongoing development of company vision and implementation, lead company executives, manage profitability, ensure successful customer projects, procure projects, run equipment, manage accounting, repair equipment, drive CDL vehicles.

Project History:

Erie Zone 3 & 4 water pipeline, Erie, CO \$5.12M
Larimer County Road 8&21 roundabout, Berthoud, CO \$3.2M
Gun Club Road – Aurora High Point at DIA, Aurora, CO \$4.8M
Jackson County Landfill Phase 1A, Walden, CO \$1.2M
Prairie Center Village Subdivision Phase 4, Brighton, CO \$7.5M
Prairie Center Village Subdivision Phase 2 & 3, Brighton, CO \$5.2M
Fort Morgan Fieldhouse Project, Fort Morgan, CO \$800,000
Steamboat Rodeo Grounds, Steamboat, CO \$1.8M
City of Fort Morgan Rec Center, Fort Morgan, CO \$825,000
Atlantic Aviation FBO and Tarmac, Steamboat, CO \$2.2M
Town of Hayden waterline and road reconstruction, Hayden, CO \$2.1M
Staybridge Suites, Littleton, CO \$1.4M
Mission Village apartment complex and roadway improvement, Evans, CO \$3.3M
Stop and Go Storage, Steamboat, CO \$500,000
Jacob Circle Storage, Steamboat, CO \$900,000
Gate family ranch, Oak Creek, CO \$750,000
Castle Rock Town Hall expansion, Castle Rock, CO \$1.1M
Steamboat Lake water distribution system, Clark, CO \$400,000
Steamboat Lake lagoon liner replacement and grading, Clark, CO \$1.2M
Crawford State Park trail and 10,000 SFF redi rock wall, Crawford, CO \$800,000
Mission Homesteads development, Greeley, CO \$1.4M
Mountain Valley Bank, Steamboat, CO \$700,000

10/01/2014 -
01/01/2014

Domson Excavating and Trucking

Run heavy equipment installing utility lines, grading, mining gravel, driving CDL trucks.

04/01/2011 -
09/01/2013

Domson Corp. Wheatland WY

Heavy equipment operator for Wheatland WY raw water detention ponds. (2) 2-million-gallon raw water ponds for irrigation and assorted 6"-24" raw water lines. Approx. \$4M

BENNETT TRAIL HWY 79

RCD CONSTRUCTION, INC.

Project start: Mon, 7/8/2024

Display week: 1

TASK	ASSIGNED TO	PROGRESS	START	END	Jul 8, 2024							Jul 15, 2024							Jul 22, 2024							Jul 29, 2024							Aug 5, 2024							Aug 12, 2024							Aug 19, 2024							Aug 26, 2024								
					8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1		
					M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
MOBILIZATION																																																														
EROSION CONTROL	POWELL	0%	7/8/24	7/12/24	[Gantt bar: 7/8/24 - 7/12/24]																																																									
EQUIPMENT MOBILIZATION	RCD	0%	7/8/24	7/12/24	[Gantt bar: 7/8/24 - 7/12/24]																																																									
GRAADING																																																														
CLEAR AND GRUB/STRIP TOPSOIL	RCD	0%	7/15/24	7/19/24	[Gantt bar: 7/15/24 - 7/19/24]																																																									
EARTHWORK	RCD	0%	7/22/24	8/2/24	[Gantt bar: 7/22/24 - 8/2/24]																																																									
SHOULDERING SIDEWALK	RCD	0%	8/19/24	8/23/24	[Gantt bar: 8/19/24 - 8/23/24]																																																									
REPLACE TOPSOIL	RCD	0%	8/26/24	8/31/24	[Gantt bar: 8/26/24 - 8/31/24]																																																									
CONCRETE																																																														
POUR AND PLACE SIDEWALK	RCD	0%	8/5/24	8/16/24	[Gantt bar: 8/5/24 - 8/16/24]																																																									
CRUSHER FINES TRAIL	RCD	0%	8/19/24	8/23/24	[Gantt bar: 8/19/24 - 8/23/24]																																																									
CLOSE OUT																																																														
PUNCH LIST	RCD	0%	9/2/24	9/6/24																																																										
FINAL COMPLETION	RCD	0%	9/6/24	9/6/24																																																										

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: n/a

KNOW ALL MEN BY THESE PRESENTS, that we

as Principal, hereinafter call the Principal, and Merchants National Bonding, Inc.
P.O. Box 14498, Des Moines, IA 50306-3498

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto
Town of Bennett
207 Muegge Way, Bennett, CO 80102
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for
Highway 79 Permanent Trail Construction Phase II

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 17th day of June 2024 XXX

RCD Construction, Inc.

Ryan Domson (Principal) (Seal)
(Witness)

Ryan Domson
Ryan Domson, President (Title)

[Signature] (Witness)

Merchants National Bonding, Inc. (Surety) (Seal)

[Signature] (Title)
Darren Coltrinari, Attorney-in-fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Burton J Hamilton; Cynthia L Stringer; Darren Coltrinari; Diane L Kane; James D Hamilton; Kathryne Sweet; Sean Rubalcaba

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

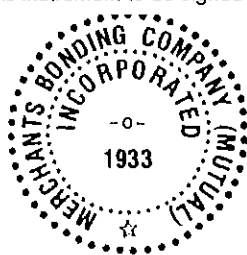
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

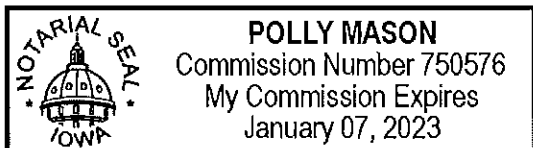


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of June, 2024.



William Warner Jr.
Secretary

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 5/30/24
Project Number: 24-006
RFP Title: Highway 79 Permanent Trail Construction Phase II
Proposals Due: June 17th, 3:00 p.m., Local Time
Submit Proposals to: [Submission Form](#)

For Additional Information Please Contact: Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

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

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: Rodriguez Construction Org LLC Fax: 303 292 1015
Address: 4155 E Jewell Ave Ste 916 City/State: Denver CO Zip: 80222
Contact Person: Davita Gebauer Title: Project Manager Phone: 720 434 6029
Authorized Representative's Signature: *Manuel Rodriguez* Phone: 720 434 6029
Printed Name: Manuel Rodriguez Title: Principal Date: 6/17/2024
Email Address: manny@rdzbuild.com

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to **Highway 79 Permanent Trail Construction Phase II** ("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Proposals ("RFP").

II PROJECT DESCRIPTION

The trail that runs along Highway 79 through Bennett was installed as a temporary asphalt trail in 2008 by the developers responsible for the King Soopers in Bennett Market Place. This trail has quickly become the backbone of the Town's trail system. The Town replaced a portion of the trail in 2020 but there is still an asphalt portion that needs replaced. The trail will be a 8' wide concrete trail just past Muegge Way to the North Marketplace.

III SCOPE OF WORK

The scope of the project includes removing 1817 SY of asphalt trail, site grading, importing fill material, and adding a 6" Thick Concrete Trail. Scope also includes a crusher fines trail on the south end at King Soopers.

IV PROJECT SCHEDULE

Anticipated milestones for the Project are as follows:

May 30, 2024	Issue Request for Proposal
June 17, 2024 3:00 p.m.	Proposal Submittal Deadline
June 17, 2024	Bid Opening (Please Note: Not a Public Opening!
June 26, 2024	Award Contract
July 8, 2024	Begin Work
July 22, 2024	Commence Work

RFP INSTRUCTIONS

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

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

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

One (1) copy of the Proposal shall be submitted 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 30, 2024	Issue Request for Proposal
June 17, 2024 3:00 p.m.	Proposal Submittal Deadline
June 17, 2024	Bid Opening
June 26, 2024	Award Notification
June 28, 2024	Award Contract

TERMS AND CONDITIONS

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

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

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

Bid Item #	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	50,000.00	50,000.00
2	Pothole Existing Utilities	1	HR	350.00	350.00
3	Erosion Control	1	LS	20,000.00	20,000.00
4	Remove Existing Asphalt Trail	1817	SY	35.00	63,595
5	Unclassified Excavation	1	CY	75.00	75.00
6	Import Fill from 4th St	1568	CY	50.00	78,400.00
7	Reconditioning	1818	SY	5.50	9,999.00
8	Concrete Trail 6-inch depth	1818	SY	90.00	163,620.00
9	Import and Place Class 6 Road Base for Shoulder	1	TON	65.00	65.00
10	Topsoil - Salvage and Replace 6-Inch Depth	1	CY	15.00	15.00
11	Seed and Mulch (CDOT Approved Mix)	1.6	AC	20,000.00	32,000.00
12	Import and Place Crusher Fines Trail	70	TN	55.00	4,200.00
13	ADA Ramp Rebuild	4	EA	2,000.00	8,000.00
14	<u>Temporary Trail Construction (Alignment TBD)</u>	<u>2045</u>	<u>LF</u>	<u>66.00</u>	<u>134,970.00</u>
Base Bid					\$ 565,289.00
Soft Cost (5%)					28,264.45
Contingency (10%)					56,528.90
Total Bid					\$ 650,082.35

Not to Exceed Total: Six hundred fifty, eighty two dollars and thirty five cents (\$650,082.35)

SUBMISSION FORM

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

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

Attn: Person in Charge
Title
RFP:

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

YES NO

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

YES NO

State percentage of prompt payment discount, if offered

5 %

State total bid price (include all items bid)

650,082.35

State total bid price with discount

637,080.70

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:

Rodriguez Construction Org LLC
NAME (Legal Name)

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

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

RDZ BUILD
NAME (As it appears on invoice)

4155 East Jewell Avenue Suite 916
ADDRESS

Denver Colorado 80222
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 52-2384155

Name of Business Owner (please print) Manuel Rodriguez

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 Manuel Rodriguez
Date 6/17/2024

Print Name Manuel Rodriguez

Telephone Number (720)434-6029

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

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

Approved:

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

1.0 PARTIES

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

2.0 RECITALS AND PURPOSE

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

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of 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; WORK BY ILLEGAL ALIENS PROHIBITED

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

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

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

If to the Town:

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

If to the Contractor:

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

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

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

TOWN OF BENNETT
A Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
Town Clerk

CONTRACTOR:

By: _____
Title: _____
Date: _____

Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

Exhibit B

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

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

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

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

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

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

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

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

From: _____
(Prospective Contractor)

To: Town of Bennett



STATEMENT OF QUALIFICATIONS:

RDZ Build is a commercial contractor specializing in General Contracting Services. Committed to quality and excellence, RDZ Build has been in the SBA program since 2008. As an emerging small business, we've enjoyed a successful beginning and continue to grow based on quality, services, and knowledge.

The Principal, Manuel Rodriguez has over 23 years of experience in the construction industry. RDZ Build is equipped to meet our client's demands, while staying on schedule and budget during the project. Office and field personnel work together organizing and facilitating all phases of our contracting services.

- | Services | |
|---|--|
| <ul style="list-style-type: none">• General Contracting• Construction Management• Specialty Contracting• Commercial Building Maintenance• Design Build• Drywall and Plaster• Floor Coverings• Pre-Engineered Metal Buildings | <ul style="list-style-type: none">• Selective Demolition• Paving• Concrete• Flatwork• Masonry• Carpentry• Doors and Windows• Selective Excavation |

Building Contractor Class B Licenses - *Denver, City of Aurora, City of Brighton, Douglas County, Town of Frisco, Jefferson County, City of Sterling, City of Thornton. ROW & Supervisors licenses included.*

Certifications – *DBE, SBE, ESB, MBE, HUBZone*

CDOT Prequalification- General Contractor

Home Page - <http://RDZBUILD.COM>, info@RDZBuild.com

Manny Rodriguez – CEO, 720-434-6029, Manny@RDZBuild.com

Andres Rodriguez– Controller, 720-614-4247, Andres@RDZBuild.com

Davita Gebauer – PM, 720-520-5455, Davita@RDZBuild.com

Key Personnel

1. **Davita Gebauer. 18 years in management. Dedicated Project Manager. Mrs. Gebauer lives in Denver.**
2. **Andres Rodriguez. Andres has been with RDZ since 2015 and has a Masters in Accounting. Andres will be in charge of Project Logistics, Project AP/AR and Coordination. Andres lives in Denver**
3. **Paola Burgos. Paola has a degree in Project Management from the University of Bogota and has 12 years of experience in Construction. Paola lives in Denver**

Past Projects

- 1) CDOT Hamden Lane Widening.
Project Budget 1.2 Million
The project consisted of paving, erosion control, material import and subgrade reconditioning as well as seeding.
The project was completed on time, under budget and with a 0 punchlist.
- 2) McCauliffe Elementary
Project Budget 700,000.00
Project was an R&R project with DOTI.
Project was completed within budget and on time.
- 3) CDOT SH 24
Project Budget 1.5 Million.
SH 24 consisted of R&R of Trails, Sidewalks and ADA Ramps.
Work was to remedy non-compliant work. Project was completed within budget and was delivered ontime



Highway 79 Permanent Trail Construction Phase II

ID	WBS	Task Mode	Task Name	Duration	Start	Finish	2024																											
							August 2024							September 2024							October 2024							November						
							9	14	19	24	29	3	8	13	18	23	28	2	7	12	17	22	27	2	7	12	17	22	27	1	6	11		
1	1		Highway 79 Permanent Trail Construction Phase II	71 days	Mon 7/22/24	Wed 10/30/24																												
2	1.1		Mobilization	3 days	Mon 7/22/24	Wed 7/24/24																												
3	1.2		Pothole Existing Utilities	2 days	Thu 7/25/24	Fri 7/26/24																												
4	1.3		Erosion Control	3 days	Mon 7/29/24	Wed 7/31/24																												
5	1.4		Remove Existing Asphalt Trail	5 days	Thu 8/1/24	Wed 8/7/24																												
6	1.5		Unclassified Excavation	2 days	Thu 8/8/24	Fri 8/9/24																												
7	1.6		Import Fill from 4th St	5 days	Mon 8/12/24	Fri 8/16/24																												
8	1.7		Reconditioning	6 days	Mon 8/19/24	Mon 8/26/24																												
9	1.8		Concrete Trail 6-inch depth	6 days	Tue 8/27/24	Wed 9/4/24																												
10	1.9		Import and Place Class 6 Road Base for Shoulder	10 days	Thu 9/5/24	Wed 9/18/24																												
11	1.10		Topsoil - Salvage and Replace 6-Inch Depth	7 days	Thu 9/19/24	Fri 9/27/24																												
12	1.11		Seed and Mulch (CDOT Approved Mix)	4 days	Mon 9/30/24	Thu 10/3/24																												
13	1.12		Import and Place Crusher Fines Tra	3 days	Fri 10/4/24	Tue 10/8/24																												
14	1.13		ADA Ramp Rebuild	4 days	Wed 10/9/24	Tue 10/15/24																												
15	1.14		Temporary Trail Construction (Alignment TBD)	10 days	Wed 10/16/24	Tue 10/29/24																												
16	1.15		Final walk	1 day	Wed 10/30/24	Wed 10/30/24																												
17	1.16		End Project	0 days	Wed 10/30/24	Wed 10/30/24																												

Project: Schedule 1
Date: Mon 6/17/24

Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 5/30/24
Project Number: 24-006
RFP Title: Highway 79 Permanent Trail Construction Phase II
Proposals Due: June 17th, 3:00 p.m., Local Time
Submit Proposals to: Submission Form

For Additional Information Please Contact: Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

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

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: Triple M Construction, LLC Fax: 303-657-2768
Address: 7200 Quivas St City/State: Denver CO Zip: 80221
Contact Person: Martin Moreno Title: Vice President Phone: 720-662-8363
Authorized Representative's Signature: *Mabel Moreno* Phone: 720-331-6342
Printed Name: Mabel Moreno Title: President Date: 06-17-2024
Email Address: Triplemconstruction@aol.com



CONSTRUCTION LLC

7200 Quivas St. Denver CO, 80221

Triple M Construction, LLC Company is dedicated to providing its customers with a First Class Construction Experience. At Triple M Construction the mission is to make our Clients feel that we exceeded expectations. In fact, what Triple M Construction really inspires to do is to construct something better than you expect. The high quality results of our finished projects evolve from the attention to detail we employ from the pre-construction stage to the completion. With the ability to provide a multitude of services, we take pride in our integrity and high ethical standards in our dealing with clients while providing them with the highest quality project at the best value.



CERTIFICATIONS:

- SBE
- CDOT
- DBE
- MWBE



SERVICES OFFERED:

Concrete paving, curb and gutter, sidewalks, crosspans, ADA ramps, walls, inlets drain, concrete finishing, concrete repair, concrete pumping, concrete floor surfacing, grouting, concrete stairways, concrete coating glazing, concrete breaking, concrete walls, concrete sawing, excavation, land cleaning.



PROJECTS, CLIENT LIST:

- City Of Arvada City Of Greeley
- City Of Lone Tree City of Boulder
- City Of Louisville City of Aurora
- City of Broomfield City of Denver
- City of Highlands Ranch City Of Greeley



Mabel Moreno
7200 Quivas St.
Denver, CO 80221
Office: 720.331.6342
Fax: 303.657.2768
TripleMConstruction@aol.com

Qualification of Bidders

- Work performed by Triple M Construction, LLC in the last five years- see attachment.
- Equipment list- see attachment
- Triple M Construction, LLC has been in business 11 Years as a general contractor. Incorporated September 19, 2012
- Business Officers- Mabel Moreno, Martin Moreno, Martin Moreno Jr. Attached are the resumes
- Triple M Construction, LLC has not failed to complete any job.
- Work Currently under contract- see attachment
- Trade References- see attachment
- Bonding Company- Philadelphia Indemnity Insurance Company
 - Bonding agent Tim Mitchell 303-378-3316
 - Bonding Capacity \$20,000,000.00

Projects

City of Arvada
Jim Greer 720-765-3663
2023 Concrete Replacement
Project No. 23-ST-10A
\$4,653,425.00

City of Louisville
Geoff Nettleton 518-255-9399
2023 Concrete Replacement
Project 301312-660022
Amount \$1,320,654.50

City of Lone Tree
Eric Barns 720-670-0925
2023 Concrete Replacement
Project No. 2023-02 PW
\$669,580.00

City of Arvada
Rob Lafrate 720-602-6191
2022 Curb Ramps/Concrete Replacement
Project NO.22-ST-10
Amount \$3,653,425.00

City Of Louisville
Geoff Nettleton 518-255-9399
2022 Concrete Replacement
Project No. 3031312-660022
Amount \$1,210,071.80

City of Broomfield
Ed Thompson 303-901-0676
Industrial Lane Phase 1
Amount \$2,086,213.60

City of Arvada
Rob Lafrate 720-602-6191
Project No. 21-ST-10
2021 Concrete Replacement
Amount \$5,537,852.61

City of Arvada
Jim Greer 720-765-3663
2020 Concrete Replacement
Project No. 20-ST-10
Amount \$3,311,987.77

Triple M Construction LLC Fixed Asset Listing

Item	Purchase Description
1993 Kenworth Dumptruck	1993 Kenworth Dumptruck
1994 Chevrolet 350 Pick Up	1994 Chevrolet 350 Pick Up
1995 Kenworth Repairs 2017	1995 Kenworth Repairs 2017
1998 Nissan Frontier	1998 Nissan Frontier Pick Up
1999 Ford F350	1999 Ford F350 Pick Up
2000 Ford F550	2000 Ford F550
2000 Isu Box Truck	2000 Isu Box Truck
2000 Kenworth	2000 Kenworth
2001 UD Truck	2001 UD Truck
2002 JD410G Backhoe	2002 JD410G Backhoe
2003 Bobcat Skidsteer	2003 Bobcat Skidsteer
2004 Peterbilt 379 Truck	2004 Peterbilt 379 Truck
2004 S300 Bobcat	2004 S300 Bobcat
2006 Chevrolet Flatbed	2006 Chevrolet 2500 Flatbed Truck
2006 Diamond Trailer	2006 Diamond Trailer
2006 Load Trailer	2006 Load Trailer
2007 BMW 5 Series 5251	2007 BMW 5 Series 5251
2007 Chevy Silverado	2007 Chevy Silverado
2007 Dynapak Roller	2007 Dynapak Roller
2007 GMC Duramax Truck	2007 GMC Duramax Service Truck
2007 Ranco Trailer End Dump	2007 Ranco Trailer End Dump/Indium Trailer
2010 Chevrolet 3500	2010 Chevrolet 3500 HD Pick Up
2010 Dodge Flatbed	2010 Dodge Flatbed
2010 Dodge Ram	2010 Dodge Ram 350 Pick Up
2010 Wacker	2010 Wacker
2012 Bobcat S770	2012 Bobcat S770
2012 Dodge	2012 Dodge
2013 Mercedes Benz	2013 Mercedes Benz
2013 Range Rover	2013 Range Rover
2014 Utility Trailer	2012 Utility Trailer
2015 Bobcat S650 Skidsteer	2015 Bobcat S650 Skidsteer
2015 Escalade	2015 Escalade
2015 GMC Sierra	2015 GMC Sierra 250 Pick Up
2016 Bobcat	2016 Bobcat
2016 Bobcat Breaker	2016 Bobcat Breaker
2016 Bobcat Brush Hog	2016 Bobcat Brush Hog
2016 Chevrolet Silverado	2016 Chevrolet Silverado Dura Max Pick Up
2016 Chevy Impala	2016 Chevy Impala
2016 Diat Trailer	2016 Diat Trailer
2016 Jumping Jack Compactor	2016 Jumping Jack Compactor
2016 LDTL Trailer	2016 LDTL Trailer
2016 Plate Tamper	2016 Plate Tamper
2017 Chevrole Silverado 3500	2017 Chevrole Silverado 3500
2017 Ford F350	2017 Ford F350
2017 GMC Denali	2017 GMC Denail
2017 Load Trailer VIN 31184	2017 Load Trailer
2017 Load Trailer VIN 31187	2017 Load Trailer
2018 Chevy Silverado	2018 Chevy Silverado
2018 GMC Sierra	2018 GMC Sierra
2018 Ranco Trailer	2018 Ranco Trailer
2019 Asphalt Roller	2019 Asphalt Roller
2019 Bobcat	2019 Bobcat
2019 Bobcat Skidsteer	2019 Bobcat Skidsteer
2019 Ford	2019 Ford
2019 LDTL Trailer	2019 LDTL Trailer
2019 Tacoma Toyota	2019 Tacoma Toyota
2019 Trailer	2019 Trailer
2020 GMC Off White	2020 GMC
2020 GMC white	2020 GMC
410 L John Deere Backhoe	410 L John Deere Backhoe
72" Sweeper	72" Sweeper
90" Skidsteer Bucket	90" Skidsteer Bucket
Arrow Board	Arrow Board
Arrow Borad Charger	Arrow Board Charger
Back Hoe JD140	Back Hoe JD140 Bobcat 72" Bucket
Black Dump Truck	Black Dump Truck
Bobcat Skidsteer S650	Bobcat Skidsteer S650
Denail	Denail

Triple M Construction LLC
Fixed Asset Listing
 April 25, 2024

Item	Purchase Description
Diamond Saw Cutter	Diamond Saw Cutter
Equipment	Equipment
Equipment/Tamboer	Equipment/Tamboer
Escalade	Escalade
Flat Bed	Flat Bed
Generator	Generator
GMP Fuel Pumps	GMP Fuel Pumps
Green Ford Truck	Green Ford Truck
Jack Hammer	Jack Hammer
John Deere 410K	John Deere 410K
Laptop	Laptop
Loader Dump Trailer08	Loader Dump Trailer08/jumping/Breaker
New Bobcat Breaker	New Bobcat Breaker
Office Equipment	Office Equipment
Planta Solar	Planta Solar
Plate Temper	Plate Temper
PTO For Black Dump Truck	PTO for Black Dump Truck
Ram 3500	Ram 3500
Saw Cutter	Saw Cutter
Snow Pawl	Snow Pawl
Steel Concrete Forms	Steel Concrete Forms
Steel Forms 2018	Steel Forms 2018
Utility Trailer	Utility Trailer

Martin Moreno
7200 Quivas St. Denver, Co 80221
Triplemconstruction@aol.com

Professional Summary

- Construction equipment operator skilled at maneuvering the heavy machinery used to construct roads, bridges.
- Operator with more than 26 years of experience operating heavy duty machinery on diverse range of construction sites and projects.
- Construction equipment operator offering extensive experience operating Loaders for major state and local construction projects.

Skills

- Equipment Operator
- Backhoe loader
- Big backhoe
- Backhoe Digger
- Cat backhoe
- Grader
- Excavators
- Curb Machine
- Asphalt Paving
- Roller and compactors operation
- Skid steer loader

Work History

Operator, 03/2008 to 03/2013

Keene Concrete- 7110 Ivy St. Commerce City, Co 80022

- Applied asphalt on highways private roadways, parking lots and driveways
- Paved roadways using roller equipment
- Consistently assumed additional responsibilities and worked extended hours to meet project deadline
- Operated heavy equipment including motors graders, heavy loaders carryalls, bulldozers, backhoes, roller scrapers and tractors
- Concrete replacements
- Curb and gutter, sidewalks

Operator, Labor, 04/1992 to 03/2008

Concrete Work of Colorado- 1266 Rock Creek Circle Lafayette, Co 80026

- Applied asphalt on highways private roadways, parking lots and driveways
- Paved roadways using roller equipment
- Consistently assumed additional responsibilities and worked extended hours to meet project deadline
- Operated heavy equipment including motors graders, heavy loaders carryalls, bulldozers, backhoes, roller scrapers and tractors
- Concrete replacements
- Curb and gutter, sidewalks

Vice President 09/2012 to Present

Triple M Construction, LLC

- Superintendent
- Concrete replacement
- Curb & Gutter and Sidewalk
- Operates Equipment Backhoe, Loader, Bobcat
- Consistently assumed additional responsibilities, works extended hours to meet project deadlines

Martin Moreno Jr.
7200 Quivas St. Denver, Co 80221
Triplemconstruction@aol.com

Professional Summary

- Construction equipment operator skilled at maneuvering the heavy machinery
- Operator with more than 12 years of experience operating heavy duty machinery on diverse range of construction sites and projects.
- Construction equipment operator offering extensive experience operating Loaders for major state and local construction projects.

Skills

- Equipment Operator
- Backhoe loader
- Big backhoe
- Backhoe Digger
- Cat backhoe
- Grader
- Excavators
- Curb Machine
- Asphalt Paving
- Roller and compactors operation
- Skid steer loader

Work History

- Secretary of Triple M Construction, LLC 09/2012 to Present
Triple M Construction, LLC
- Bidding
 - Superintendent
 - Operator

Mabel Moreno

7200 Quivas St. Denver CO 80221

720-331-6342

Mabel.moreno@aol.com

Professional Experience

BL International Beauty College, Denver Colorado United State

Assistant Manager Volunteer, Jan 2009 - Nov 2011

- Answer Phones, Take Massages, Return Calls, Run Errands, Data, Word Processing, Office Accounting, Student Enrollment Contract, Meetings, Invoice Billing

Moreno's Boutique, Nov 2003 - May 2003

- Customer Service, File and Organize Papers, Invoice Billing, Place Orders, Run Errands, Taxes and Accounting, Answer Calls, Meetings

Triple M Construction, LLC

President Sep 2012 - Present

- Bids, Answer Phones, Take Massages, Return Calls, Run Errands, Data, Payroll, Taxes, Meetings, Invoice Billing, File and Organize Papers

Education

- BL International Beauty College III, Denver, Colorado United States

Additional Skills

- Bilingual, Communication Skills, Interpersonal Abilities, Flexibility, Planning

Work Currently Under Contract

City of Arvada
Rob Lafrate 720-602-6191
2024 Concrete Replacement
Project NO.22-ST-10
Amount \$4,000,000.00

City Of Louisville
Mary Hamann 726-206-2925
2024 Concrete Replacement
Project No. 3031312-660022
Amount \$1,330,451.00

City of Lone Tree
Eric Barns 720-670-0925
2024 Concrete Replacement
Project No. 2024-02 PW
\$625,000.00

City Of Louisville
Mary Hamann 726-206-2925
Coal Creek Golf Course Hole 13 Cart Path Project
Project No. 301537-630115
Amount \$175,603.00

Trade References

Brannan Sand and Gravel
2500 Brannan Way Denver CO 80229
Jennifer Zessin 720-323-5026

Dalco Industries
12600 E. 38th Ave Denver CO 80239
Mike Anderson 720-837-6823

TMA Construction Supply
800 E 71st Ave Denver CO 80229
Mary 303-295-6050

Bobcat of the Rockies
10397 Havana St Henderson CO 80640
Ward Williams 303-356-7425

Fees Schedule Hourly

Forman- \$ 45.00

Labor- \$ 26.00

Operator- \$43.00

Finisher- \$40.00

Flagger- \$26.00

TCS- \$35.00

Superintendent- \$50.00

Bobcat- \$65.00

Gradull- \$80.00

Backhoe- \$75.00

Dump Truck- \$120.00

Semi- \$145.00

Pickup- \$25.00

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

Bid Item #	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	6,000.00	6,000.00
2	Pothole Existing Utilities		HR	200.00	0
3	Erosion Control	1	LS	1,000.00	1,000.00
4	Remove Existing Asphalt Trail	1817	SY	39.50	71,771.50
5	Unclassified Excavation		CY	85.00	0
6	Import Fill from 4th St	1568	CY	75.00	117,600.00
7	Reconditioning	1818	SY	39.50	71,811.00
8	Concrete Trail 6-inch depth	1818	SY	83.00	150,894.00
9	Import and Place Class 6 Road Base for Shoulder		TON	38.00	0
10	Topsoil - Salvage and Replace 6-Inch Depth		CY	80.00	0
11	Seed and Mulch (CDOT Approved Mix)	1.6	AC	1,875.00	3,000.00
12	Import and Place Crusher Fines Trail	70	TN	110.00	7,700.00
13	ADA Ramp Rebuild	4	EA	2,600.00	10,400.00
14	Temporary Trail Construction (Alignment TBD)	2045	LF	83.00	169,735.00
Base Bid					\$ 609,911.50
Soft Cost (5%)					30,495.57
Contingency (10%)					60,991.15
Total Bid					\$ 701,398.22

SUBMISSION FORM

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

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

Attn: Person in Charge **Mabel Moreno**
Title: **President**
RFP: **Highway 79 Permanent Trail Construction Phase II**

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) 701,398.22

State total bid price with discount 701,398.22

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:

Triple M Construction, LLC

NAME (Legal Name)

Triple M Construction, LLC

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

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

Triple M Construction, LLC

NAME (As it appears on invoice)

7200 Quivas St

ADDRESS

Denver CO

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

7200 Quivas St

STREET ADDRESS

Denver CO

CITY, STATE, ZIP

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number

OR

Federal Identification Number

46-1017143

Name of Business Owner (please print) Mabel Moreno

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

Mabel Moreno

Date 06-17-2024

Print Name

Mabel Moreno

Telephone Number

(720)720-331-6342

**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 of Bennett

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

REQUEST FOR PROPOSALS

ADDENDUM #1

Date: June 12, 2024

Proposal Number: RFP 24-006

Proposal Title: Highway 79 Permanent Trail Construction Phase II Addendum #1

For Additional Information Please Contact: Robin Price, Public Works Director
(303) 644-3249 ext 1013
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. Does the town have an anticipated contract time for the project? Calendar days, working days?
 - **Contract Award Date is June 26th. Once the contractor is chosen for this project The Town will work with the contractor on the exact start date as well as the schedule of working days. There are no set days or working days until designated with the contractor.**
2. What are the working hours of the project? Are there any restrictions on working hours?
 - **Monday through Saturday 7 a.m. to 7 p.m.**
3. In the price sheet there is a couple of line items that have No quantity are we to assume you are looking for a per unit price?
 - **Yes, please include per unit price.**
4. What are you looking for on the soft cost & contingency price?

- Please refer to page 9 of Bid sheet. The soft cost is 5% and the contingency is 10% of the base bid.

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 5/30/24
Project Number: 24-006
RFP Title: Highway 79 Permanent Trail Construction Phase II
Proposals Due: June 17th, 3:00 p.m., Local Time
Submit Proposals to: [Submission Form](#)

For Additional Information Please Contact: Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

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

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: Denver Pro Concrete Fax: _____
Address: 14333 Harvest Rd City/State: Brighton CO Zip: 80603
Contact Person: David Martinez Title: Managing member Phone: 303-775-7522
Authorized Representative's Signature:  Phone: 303-709-0090
Printed Name: David Martinez Title: Managing member Date: June 16, 2024
Email Address: denverproconcrete@gmail.com

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

Bid Item #	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS		\$3,500
2	Pothole Existing Utilities	0	HR	740	0
3	Erosion Control	1	LS		\$8,000
4	Remove Existing Asphalt Trail	1817	SY	20	\$36,340
5	Unclassified Excavation	10	CY	60	\$600
6	Import Fill from 4th St	0	CY	9.5	0
7	Reconditioning	1818	SY	4.54	\$8,254
8	Concrete Trail 6-inch depth	1818	SY	56.5	\$102,717
9	Import and Place Class 6 Road Base for Shoulder	70	TON	42	\$2,940
10	Topsoil - Salvage and Replace 6-Inch Depth	100	CY	64	\$6,400
11	Seed and Mulch (CDOT Approved Mix)	1.6	AC	1	\$4,500
12	Import and Place Crusher Fines Trail	70	TN	42	\$2,940
13	ADA Ramp Rebuild	4	EA	4,000	\$16,000
14	<u>Temporary Trail Construction (Alignment TBD)</u>	<u>2045</u>	<u>LF</u>	<u>2.85</u>	<u>\$5,828</u>
Base Bid					\$ 198,005
Soft Cost (5%)					\$9,900
Contingency (10%)					\$19,800
Total Bid					\$ 227,705

**item #2 and #6 TBD as needed. To be agreed by PM and city official.
Page 9 of 21

Not to Exceed Total:

SUBMISSION FORM

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

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

Attn: Person in Charge
Title
RFP:

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

YES / NO

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

YES / NO

State percentage of prompt payment discount, if offered

7.5 %

State total bid price (include all items bid)

\$227,705

State total bid price with discount

\$210,627

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:

Denver Pro Concrete Llc

NAME (Legal Name)

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

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

Denver Pro Concrete

NAME (As it appears on invoice)

14333 Harvest Rd

ADDRESS

Brighton CO 80603

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

14333 Harvest Rd

STREET ADDRESS

Brighton CO 80603

CITY, STATE, ZIP

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____
OR
Federal Identification Number 82-1346892

Name of Business Owner (please print) Miguel Martinez

Check Appropriate Box:

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

(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 June 16, 2024

Print Name _____

Telephone Number () _____

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

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

Approved:

Town of Bennett State Highway 79 West side trail rebuild

Denver Pro Concrete

About us

Denver Pro Concrete is a Colorado native company with operations within but not limited to the Denver metro area. We are mostly dedicated to commercial projects specializing in structural concrete, flatwork and curb and gutter. Our company was started in 2015 after but our main directors have decades of experience as well as most of our staff. Quality and safety are our main focus and we believe that everything else follows.

Key personnel

Our president David Martinez has guided this company to go from simple driveway replacements to large projects from the range of excavation, structural concrete and multilevel pours. With an International Business background we see a bright future for us filled with growth both in knowledge and individuals self fulfillment.

David Martinez-overlooking project, Project manager

Rodolfo Trejo- crew foreman, knowledgeable of safety and procedures, fluent in English and Spanish so the project is fully understood to anyone involved in the project.

Jesus Luna-in charge of logistics and scheduling for staff. As well as over 35 years of experience in the concrete field.

Bertha Martinez- Trucking logistics. Materials coordinator

Miguel Martinez-Product inspection and quality control

Alfredo Martinez-Safety, as well as an excellent machine operator.

All of our team members are local (Colorado residents) and full time employees. Most have been with the company for over a decade. We do not have temporary staff from out of state or on permanent visas.

Approach/schedule

Once project is awarded we schedule a site visit with all key peronell to fully understand the project. We would commence with any necessary permits, move on to erosion control, then get working on demo. Backfill, compaction, actual concrete pour, backfill,final grading and reseed. The last step would be site cleanup and turning site ovefr to city officials. We anticipate from start to finish a completion time of 3-4 weeks.

Fee schedule

All fees include transportation means

Project manager-\$85/hour 4-hour min

Crew leader-\$66/hour 4-hour min

Office(for invoicing/change orders) or logistics coordinators dispatch-\$68-\$44/ hour

Crew member/laborer- \$55-\$35/ hour 4-hour min

Equipment work with operator \$135-\$250/ hour 4-hour min

References

The following list of references consists of builders and general contractors that we have worked with. The range of time of working with them is anywhere from 1 year to over 8 years. Projects include ROW curb and gutter, flatwork for cities in towns such as Westminster, Loveland, Denver, Aurora, among others. On the private sector we have worked with multiple GCs on commercial buildings as well as in the residential field. Anywhere from a residential scope to buildings with commercial and structural scope.

Triple M Construction, Mabel Moreno, 720-331-6342, triplemconstruction@aol.com

M&M Design build, Mallory LeFevre, 303-921-5844, msteiblen@mandmdesignbuild.com

Raine Building, Mike Milan, 719-425-5396, mike@rainebuilding.com

Apex DKI, Rich Velazquez, 303-598-3065 rvelasquez@apexdki.com

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: 5/30/24
Project Number: 24-006
RFP Title: Highway 79 Permanent Trail Construction Phase II
Proposals Due: June 17th, 3:00 p.m., Local Time
Submit Proposals to: Submission Form

For Additional Information Please Contact: Robin Price
(303) 644-3249 Ext. 1013
Email: rprice@bennett.co.us

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

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

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

PRINT OR TYPE YOUR INFORMATION

Name of Company: KRM Concrete LLC Fax: _____
Address: 6900 Fern Dr. City/State: Denver CO Zip: 80221
Contact Person: Katherine Marano Title: President Phone: 720-695-6365
Authorized Representative's Signature: Katherine Marano Phone: 720-695-6365
Printed Name: Katherine Marano Title: President Date: 06/17/2024
Email Address: krmconcrete22@gmail.com

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

Bid Item #	Item Description	Qty.	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	10,000	10,000
2	Pothole Existing Utilities		HR	400	400
3	Erosion Control	1	LS	2,500	2,500
4	Remove Existing Asphalt Trail	1817	SY	27	49,059
5	Unclassified Excavation		CY	70	70
6	Import Fill from 4th St	1568	CY	40	62,720
7	Reconditioning	1818	SY	13.50	24,543
8	Concrete Trail 6-inch depth	1818	SY	90	163,620
9	Import and Place Class 6 Road Base for Shoulder		TON	50	50
10	Topsoil - Salvage and Replace 6-Inch Depth		CY	90	90
11	Seed and Mulch (CDOT Approved Mix)	1.6	AC	8,000	12,800
12	Import and Place Crusher Fines Trail	70	TN	90	6,300
13	ADA Ramp Rebuild	4	EA	6,500	26,000
14	Temporary Trail Construction (Alignment TBD)	2045	LF	10	20,450
Base Bid					\$378,602
Soft Cost (5%)					18,930.1
Contingency (10%)					37,860.2
Total Bid					\$435,392.30

Not to Exceed Total: Four hundred thirty-five thousand three-hundred ninety two 30/100.

SUBMISSION FORM

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

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

Attn: Person in Charge
Title
RFP:

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

YES / NO

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

YES / NO

State percentage of prompt payment discount, if offered

N/A %

State total bid price (include all items bid)

435,392.30

State total bid price with discount

N/A

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MARIA KATHERINE MORENO CHAVEZ

2 Business name/disregarded entity name, if different from above
KRM CONCRETE LLC.

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

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

Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
6900 FERN DR.

6 City, state, and ZIP code
DENVER CO 80221

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
6	5	0	-	2	2	-	2	3	2	4
or										
Employer identification number										
8	8	-	2	1	9	7	5	6	1	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Katherine Moreno* Date ▶ *11/29/22*

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

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:

KRM Concrete LLC
NAME (Legal Name)

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

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

KRM Concrete LLC.
NAME (As it appears on invoice)

6900 Fern Dr.
ADDRESS

Denver, CO 80221
CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

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

6900 Fern Dr.
STREET ADDRESS

Denver CO. 80221
CITY, STATE, ZIP

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number
OR

Federal Identification Number

88-2197561

Name of Business Owner (please print) Katherine Moreno

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 Katherine Moreno

Date 6/17/24

Print Name Katherine Moreno

Telephone Number (720) 695-6365

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

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

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

Approved:

**INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF
BENNETT AND KRM Concrete LLC.**

1.0 PARTIES

The parties to this Agreement are the **Town of Bennett**, a Colorado municipal corporation, hereinafter referred to as the "Town," and KRM concrete [contractor name], a Colorado Corp [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.
- Katherine Moreno
- 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 interest's 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

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] KRM Concrete LLC.
[Contact person] Katherine Moreno
[address] 6900 Fern Dr.
[city, state, zip] Denver CO 80221
Telephone: 720-695-6365
Fax: N/A

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: Katherine Moreno
Title: President
Date: 6/17/24

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: Katherine Moreno
(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 17th day of June, 2024.

Prospective Contractor KRM Concrete LLC.

By: Katherine Maero
Title: President
State of Colorado

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Adams)

The foregoing Certification was acknowledged before me this 17th day of June, 2024 by [Name] Bryan Sanchez, for [Company Name] Krm concrete LLC.

Witness my hand and official seal.

My commission expires: March 17, 2027

(SEAL)

Bryan Sanchez
Notary Public

BRYAN SANCHEZ ESPINOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234010480
MY COMMISSION EXPIRES MARCH 17, 2027



Katherine Moreno
6900 Fern Dr. Denver Co 80221
720-695-6365
Established May 9th 2022

List Of Projects:

- Town of Castle Rock
 - 2022 ADA Ramp Removal and Replace 300,000
 - 2022 Miscellaneous Concrete Replacement Project 246,202.00
 - 2023 Town of Castle Rock Overlay Concrete - 1.4 million

Contact Information:

- Lewis Brown ,
- 303-518-2900,
- lbrown@crgov.com

- City of Fort Collins
 - 2022 concrete sidewalk replacement (8694) -1.2 million

Contact information:

Kari Craven ,
970-222-3984 ,
kcraven@fcgov.com

Schmidt Construction

- 2023 Castle Rock Asphalt Overlay
- Contact : brandon Beck

C: 720-646-0346 , bbeck@schmidtco.com

City and County of Broomfield

- Preble Creek Pedestrian Crossing 2023
- 115,266.00

Contact Info

- *CIP Project Manager*
- *Office : 303-438-6349*
- *Cell: 720-668-1072*

Projects /

- kbehling@broomfield.org

City of Thornton

- Union Ditch Trail Improvements Project
- 352,978.00

Contact Information

- Paul Morris -
- Contract Administrator
- Office - 303-538-7392
- Cell - 720-633-5517
- Paul.Morris@thorntonco.gov

- Andrew Tadross
- Project Manager
- Main : 303-255-7707
- Cell : 720-224-4806
- Andrew.Tadross@thorntonCO.gov

City of Castle Pines

- Lagae Ranch Trails
- 239,696.50

Chavez Construction Inc.

- FDR 2024 PROJECT
- 1.2 MILLION

Contact Information

- David Chavez
- Chavez Construction, Inc.
- Estimator/Project manager
- Cell:720-940-9946

Francisco Sanchez
7463 Dale Court
Westminster, CO 80030
720-546-2619

Education:

Completed schooling in Mexico.

Work Experience

KRM Concrete LLC

June 6-Present, 2022

-Superintendent

- Foreman overseeing a crew of workers.
- Removal/replacement of sidewalk, curb/gutter, cross pans, and ADA ramps for the company contracts.
- Finisher for concrete
- Carpenter
- Assist in maintaining work equipment.
- Promoting the company for future contracts and projects.

Gold Star Concrete Inc.

April 2015 to June 3, 2022

- Foreman overseeing a crew of workers.
- Removal/replacement of sidewalk, curb/gutter, cross pans, and ADA ramps for the company contracts.
- Finisher for concrete
- Carpenter
- Assist in maintaining work equipment.
- Promoting the company for future contracts and projects.

Keene Concrete Inc.

March 2012 to April 2015

- Foreman overseeing a crew of workers
- Removal/replacement of sidewalk, curb/gutter, cross pans, and ADA ramps for the company contracts.
- Finisher for concrete
- Carpenter
- Assist in maintaining work equipment.
- Promoting the company for future contracts and projects.

Skills

- Concrete removal and replacement for flatwork, curb and gutter, handicap ramps, cross pans, box cover and stem walls.
- Asphalt patching.
- Concrete finisher and carpentry worker.

- 20 years of experience in the concrete/asphalt business.

Jesus A. Varela Varela
4401 E. 73rd way
Commerce city Co, 80022
720-495-5063

Education

- Completed schooling in Mexico

Work Experience

Krm Concrete LLC.

June 2022- Present

- Truck driver for the end dump and tandem.
- Promoting the company for future contracts and projects.
- Assist in maintaining the work equipment.

Gold Star Concrete Inc

February 2021- june-2022

- Truck driver for the end dump and tandem.
- Promoting the company for future contracts and projects.
- Assist in maintaining the work equipment.

JH Pavia Trucking

February 2016-february 2021

- Truck driver for the end dump and tandem.
- Promoting the company for future contracts and projects.
- Assist in maintaining the work equipment.

Skills

- 20+ years of work experience.
- Has experience working with his CDL for more then 20 years.
- Has experience working on field.

Maria Katherine Moreno Chavez
6900 Fern Dr.
Denver CO, 80221
720-695-6365

Education:

- High School Diploma 2020.

Work Experience:

KRM Concrete LLC

June 6 - Present

President/Secretary

- Knowledge of operation of standard office equipment.
- Duties included answering phones, setting appointments, filling, corresponding with vendors/contractors via phone, mail
- Use of quickbooks
- Use of excel

May 2021- April 2022

Gold Star Concrete INC

Flagger/ secretary

- Helped with traffic control
- Helped with setting up cones, running one lanes, and learned the signs
- Helped with making phone calls and contacting contractors
- Used quickbooks

August 2018- May 2020

CHFA

Secretary

- Manage front Desk
- Worked in Home finance section
- Helped filling, taking phone calls, sending and receiving mail

Skills

- 5+ years of being in the secretary business
- Knows how to work quickbooks
- Knows how to work excel
- Flagger's license



Town of Bennet
Rough Draft Schedule

(* If the start date doesn't work we are flexible to start July 22nd to commence work.)

Start date : August 5th

End Date - August 10th

(From Looking at the plans we believe we can get the Work done within a week.)

Bid Item	Quantity	Unit	Kuhn Construction	Gold Star	Greatland Concrete	Jalisco International	Lucero Concrete	NORAA Concrete	RCD Construction	Rodriguez Construction	Triple M	Denver Pro Concrete	KRM Concrete	Average Cost
			Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	
Mobilization	1	LS	\$ 5,350.00	\$ 3,000.00	\$ 5,000.00	\$ 60,000.00	\$ 2,000.00	\$ 71,550.00	\$ 61,842.50	\$ 50,000.00	\$ 6,000.00	\$ 3,500.00	\$ 10,000.00	\$ 25,294.77
Pothole Existing Utilities	6	HR	\$ 1,170.00	\$ 1,200.00	\$ 1,110.00	\$ 5,760.00	\$ 1,110.00	\$ 2,772.00	\$ 3,520.62	\$ 2,100.00	\$ 1,200.00	\$ 4,440.00	\$ 2,400.00	\$ 2,042.06
Erosion Control	1	LS	\$ 6,230.00	\$ 6,000.00	\$ 1,200.00	\$ 40,000.00	\$ 200.00	\$ 19,365.00	\$ 17,867.00	\$ 20,000.00	\$ 1,000.00	\$ 8,000.00	\$ 2,500.00	\$ 11,123.82
Remove Existing Asphalt Trail	1817	SY	\$ 10,847.49	\$ 47,242.00	\$ 32,706.00	\$ 29,072.00	\$ 32,706.00	\$ 30,889.00	\$ 13,118.74	\$ 63,595.00	\$ 71,771.50	\$ 36,340.00	\$ 49,059.00	\$ 37,940.61
Unclassified Excavation	340	CY	\$ 2,482.00	\$ 27,200.00	\$ 20,400.00	\$ 5,440.00	\$ 15,300.00	\$ 9,180.00	\$ 8,306.20	\$ 25,500.00	\$ 28,900.00	\$ 20,400.00	\$ 23,800.00	\$ 16,991.65
Import Fill from 4th	1568	CY	\$ 20,697.60	\$ 39,200.00	\$ 43,904.00	\$ 106,624.00	\$ 12,544.00	\$ 68,992.00	\$ 25,746.56	\$ 78,400.00	\$ 117,600.00	\$ 14,896.00	\$ 62,720.00	\$ 53,756.74
Reconditioning	1818	SY	\$ 1,545.30	\$ 32,724.00	\$ 57,267.00	\$ 11,817.00	\$ 32,724.00	\$ 12,726.00	\$ 10,308.06	\$ 9,999.00	\$ 71,811.00	\$ 8,253.72	\$ 24,543.00	\$ 24,883.46
Concrete Trail 6-Inch Depth	1818	SY	\$ 127,950.84	\$ 181,800.00	\$ 145,440.00	\$ 134,532.00	\$ 116,806.50	\$ 165,438.00	\$ 126,969.12	\$ 163,620.00	\$ 150,894.00	\$ 102,717.00	\$ 163,620.00	\$ 143,617.04
Import and Place Class 6 Road Base dor Shoulder	310	TON	\$ 17,679.30	\$ 24,800.00	\$ 24,800.00	\$ 23,560.00	\$ 46,500.00	\$ 13,330.00	\$ 17,980.00	\$ 20,150.00	\$ 11,780.00	\$ 13,020.00	\$ 15,500.00	\$ 20,827.21
Top Soil - Salvage and Replace 6-Inch Depth	962	CY	\$ 10,101.00	\$ 96,200.00	\$ 86,580.00	\$ 28,860.00	\$ 81,770.00	\$ 43,290.00	\$ 90,514.58	\$ 14,430.00	\$ 76,960.00	\$ 61,568.00	\$ 86,580.00	\$ 61,532.14
Seed and Mulch (CDOT Approved Mix)	1.6	AC	\$ 5,704.00	\$ 8,000.00	\$ 500.00	\$ 5,600.00	\$ 1,280.00	\$ 7,572.80	\$ 6,072.00	\$ 32,000.00	\$ 3,000.00	\$ 4,500.00	\$ 12,800.00	\$ 7,502.76
Import and Place Crusher Fines Trail	70	TON	\$ 3,446.10	\$ 7,000.00	\$ 18,550.00	\$ 8,400.00	\$ 8,400.00	\$ 4,200.00	\$ 8,533.70	\$ 3,850.00	\$ 7,700.00	\$ 2,940.00	\$ 6,300.00	\$ 7,210.89
ADA Ramp Rebuild	4	EA	\$ 11,428.00	\$ 12,000.00	\$ 16,000.00	\$ 16,000.00	\$ 14,000.00	\$ 9,256.00	\$ 21,118.00	\$ 8,000.00	\$ 10,400.00	\$ 16,000.00	\$ 26,000.00	\$ 14,563.82
Temporary Trail Construction (Alignment TBD)	2045	LF	\$ 4,601.25	\$ 51,125.00	\$ 2,045.00	\$ 32,720.00	\$ 2,045.00	\$ 18,405.00	\$ 54,969.60	\$ 124,970.00	\$ 169,735.00	\$ 5,828.25	\$ 20,450.00	\$ 45,172.19
Adjusted Base Bid			\$ 224,631.63	\$ 486,366.00	\$ 453,457.00	\$ 475,665.00	\$ 365,340.50	\$ 458,560.80	\$ 411,897.08	\$ 491,644.00	\$ 559,016.50	\$ 296,574.72	\$ 485,822.00	

Suggested Motion

I move to authorize the Mayor and the Town of Bennett to enter into a standard Town contract agreement with Kuhn Construction Inc. for the Highway 79 Permanent Trail Construction Phase II, which includes the temporary trail, in the amount of \$229,232.88.