



BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

TUESDAY, FEBRUARY 11, 2025

AGENDA

Tuesday, February 11, 2025

1:30 PM

Hearing Room

Invocation – Darrin Keesler

1:30 PM

1. Call to Order

- a. Pledge of Allegiance
- b. Attorney Certification of Agenda
- c. Commissioners Disclosure for Items on This Agenda

2. Presentation

- a. 2024 Wildfire Mitigation Program Summary and Presentation.
Jill Welle, Wildfire Mitigation and Resilience Coordinator - Building Department
Ryan Smith, Senior Land Management Specialist/Ranger - Open Space & Natural Resources
Dan Dertz, Director Open Space and Natural Resources - Open Space & Natural Resources
Wildfire mitigation staff will present 2024 program highlights and accomplishments including our cost share program, community networking sessions, grant acquisition and distribution, and project implementation using an ArcGIS StoryMap. Through our partnership with Open Space and Natural Resources (OSNR) and Colorado State Forest Service (CSFS), Douglas County continues to grow and strengthen our collective investment in wildfire mitigation and resilience.

Attachments: [Agenda Item 2024 Wildfire Mitigation Program Summary](#)

b. Wildlife Watch Program.

Tiffany McCauley, Land Management Specialist/Ranger and Caroline Frizell, Interim Director of Public Affairs

Open Space and Natural Resources and Public Affairs staff will present an overview of the County's wildlife watch program. The purpose of the wildlife watch program is to provide an educational opportunity for open space users and to allow those who are unable to visit our properties the ability to view and learn about wildlife in Douglas County

3. Consent Agenda

a. Approval of Business Meeting Minutes from January 1, 2025.

Attachments: [Minutes Business Meeting 01.28.2025](#)

b. Approval of Land Use/Public Hearing Minutes from January 28, 2025.

Attachments: [Minutes LU PH Meeting 01.28.2025](#)

c. Approval of Vouchers February 4, 2025

Approval. — *Finance Department*

Andrew Copland, Director of Finance

The attached printout lists vouchers and electronic funds transfers requiring Board approval.

Vouchers	\$ 2,572,401.77
Electronic Funds Transfers	\$ 32,500.13
Handwritten Checks	\$ 760,226.14
Purchasing Card Charges	\$
Election Judges	\$
TOTAL:	\$ 3,365,128.04

All vouchers, electronic fund transfers, and election judge payments have been approved and signed by a department authorized signer or an elected official. The department authorized signer or an elected official acknowledges the item or service is within the approved budgetary spending authority (Colorado Revised Statutes Title 29, Article 1) and is pursuant to Douglas County policies.

Attachments: [02.04.25 BOCC](#)

d. Approval of Vouchers February 11, 2025

Approval. — *Finance Department*

Andrew Copland, Director of Finance

The attached printout lists vouchers and electronic funds transfers requiring Board approval.

Vouchers	\$ 1,986,146.90
Electronic Funds Transfers	\$
Handwritten Checks	\$ 1,926,510.33
Purchasing Card Charges	\$ 1,449,689.81
Election Judges	\$
TOTAL:	\$ 5,362,347.04

All vouchers, electronic fund transfers, and election judge payments have been approved and signed by a department authorized signer or an elected official. The department authorized signer or an elected official acknowledges the item or service is within the approved budgetary spending authority (Colorado Revised Statutes Title 29, Article 1) and is pursuant to Douglas County policies.

Attachments: [02.11.25 BOCC](#)

e. Resolution Making the Appointment of Douglas County's Representative to the Scientific and Cultural Facilities District (SCFD).

Approve Resolution — *County Administration*

Douglas County Commissioners

Pursuant to C.R.S. §32-13-106:

(1) The district created in section 32-13-104 shall be governed by a board of directors, to be appointed as follows:

(a) One director each shall be appointed by the boards of county commissioners of each county in the district, one director shall be appointed by the city council of the city and county of Denver, one director shall be appointed by the city council of the city and county of Broomfield; and (c) A director appointed pursuant to this subsection (1) shall be appointed to serve for a term of three years, but no director shall serve more than two succeeding terms.

Douglas County would like to reappoint Dan Brown as its representative on the SCFD Board of Directors.

Attachments: [Resolution Making Appointment to SCFD](#)

- f. Following the Recommendation of Assessor’s Office to Settle BAA Appeals
Approval of the Settlement Agreements as Recommended by the Assessor’s Office and to
Authorize the Douglas County Attorney’s Office to Sign the Proposed Stipulations. —
County Attorney
Ashley Chamberlain, Paralegal

The Assessor's Office has requested a reduction in value for the following properties. The values of the subject properties have been appealed from the Board of County Commissioners (“BOCC”) sitting as the Douglas County Board of Equalization (“BOE”) to the State Board of Assessment Appeals (“BAA”). These cases may not be settled without approval of the BOCC. The Attorney's Office will need settlement authority from the BOCC before signing the stipulations with the taxpayers. The information in this memo is a summary of the settlement justification offered by the Assessor's Office.

Attachments: [Board Memo 2.11.25](#)

- g. Disaster Recovery Lifecycle Replacement in the Amount of \$530,965.37.
Approval of the Disaster Recovery Lifecycle Replacement in the Amount of \$530,965.37.
— *Information Technology*
Jim Brown, Chief Technology Officer

Seeking approval for the lifecycle replacement of the County’s Disaster Recovery and Business Continuity system. This system allows IT to safeguard county data and quickly resume normal operational activities following a catastrophic event at either the Miller or Justice center datacenters. This purchase in the amount of \$530,965.37 is budgeted from the Maintenance Fund, 802009.

Attachments: [CDWG Dell Servers 154,140.53 QUOTE 1.22.25](#)
 [CDWG NetApp 376824.84 QUOTE 1.24.25](#)

- h. Purchase Order to Swank Family Properties, LLC, for a Total Sum of \$107,450.86 for the Annual Ground Lease Agreement.

Approval of Purchase Order to Swank Family Properties, LLC for a total sum of \$107,450.86 for the annual lease agreement. — *Facilities and Fleet & Emergency Support Services*
Tim Hallmark, Facilities, Fleet & Emergency Support Services Director

Douglas County has a Ground Lease Agreement with Swank Family Properties, LLC for the lease of a site for a public safety telecommunications tower site (“Tower Site”), including an easement for access to the Tower Site (“Access Easement”). The annual lease has a 6% escalation each year.

Attachments: [Swank Executed Ground Lease Agreement April 2015](#)
 [RE_Swank Tower - Douglas County Lease Extension](#)

- i. Professional Services Contract in the Amount of \$120,000.00 with the EIS Solutions, LLC dba 76 Group.

Staff recommends approval of the contract. — *County Administration*
Dan Avery, Special Projects Manager

The request is for approval of a professional services contract between Douglas County and the 76 Group in the amount of \$120,000 to provide Federal legislative and regulatory affairs services. Douglas County issued a Request for Proposals (RFP) for a Federal legislative and regulatory affairs consultant on December 9, 2024, and responses were due on January 10, 2025. Six responses were received, each with applicable qualifications and experience. In its administrative meeting on January 28, 2025, the Board selected the 76 Group from among the RFP respondents. As provided in the contract, 76 Group will provide Federal advocacy, identification of and support for securing Federal funding, and strategic planning and advice related to Federal legislation.

Attachments: [final 76 group PCS 1.29.25](#)

- j. Purchase Orders to John Elway Chevrolet for a Total of \$703,050.00 Under Sourcewell Contract 091521-NAF.

Approval of Purchase Orders to John Elway Chevrolet for a total of \$703,050.00 under Sourcewell Contract 091521-NAF. — *Facilities and Fleet & Emergency Support Services*
Brian Franklin, Fleet Services Manager

The Fleet Services Division of Facilities, Fleet & Emergency Support Services requests approval for purchase orders from the General and LEA Funds to John Elway Chevrolet for the acquisition of fourteen (14) replacement and ADD vehicles as approved in the 2025 Adopted Budget.

General Fund (100) Replacements - 19210.474300

Unit 1315 - Chevy Tahoe SSV	\$54,225.00	
Unit 1418 - Chevy Equinox	\$35,295.00	
Unit 15036 - Chevy Colorado	\$39,125.00	
<u>Unit 16043 - Chevy Colorado</u>	<u>\$39,125.00</u>	
	Total	\$167,770.00

LEA (Fund 210) Replacements & ADDS

Chevy Tahoe PPV- \$53,528.00 each - 22120.474300		
Replacements for units 1831, 1832, 1731, 1657, 1935, 1607, 1664		\$374,696.00
3 Risk Management ADDS	\$160,584.00	
	Total	\$535,280.00

Documents Attached:

- John Elway Chevrolet Colorado Quote
- John Elway Chevrolet Equinox Quote
- John Elway Chevrolet Tahoe SSV Quote
- John Elway Chevrolet Tahoe PPV Quote
- Sourcewell Contract 091521-NAF

- Attachments:**
- [DOUGLAS- 25 COLORADO X3 WT](#)
 - [DOUGLAS- 25 EQUINOX LAKESHORE BLUE SL152478 HERE](#)
 - [DOUGLAS- 25 TAHOE PPV PATROL](#)
 - [DOUGLAS- 25 TAHOE SSV SILVER ICE](#)
 - [Sourcewell Contract 091521-NAF](#)

- k. Purchase Orders to John Elway Chevrolet for a Total of \$370,624.00 Under Sourcewell Contract 091521-NAF.

Approval of Purchase Orders to John Elway Chevrolet for a total of \$370,624.00 under Sourcewell Contract 091521-NAF. — *Facilities and Fleet & Emergency Support Services*
Brian Franklin, Fleet Services Manager

The Fleet Services Division of Facilities, Fleet & Emergency Support Services requests approval for purchase orders from the General and Human Services Funds to John Elway Chevrolet for the acquisition of ten vehicles as approved in the 2025 Adopted Budget for the replacement of Enterprise leased vehicles.

Douglas County entered into a pilot lease program with Enterprise in 2022 to see if leasing was a viable option. This program was initiated with the lease of eleven vehicles, including one Ford Ranger and ten Chevrolet Blazers. One Blazer was deemed a total loss in 2024, and a replacement was not ordered, bringing the number of leased assets in the initial program to ten.

After three years in the program and reviewing the proposed price increases to continue with another round of leases, Fleet Services and Budget have determined that leasing is not cost-beneficial for Douglas County over the average ten-year life cycle of County fleet vehicles.

- General Fund (100) Replacements 19210.474300
 - Unit 22825 - Chevy Blazer \$39,042.00
 - Unit 22826 - Chevy Equinox \$33,064.00
 - Unit 22827 - Chevy Blazer \$39,042.00
 - Unit 22828 - Chevy Blazer \$39,042.00
 - Unit 22829 - Chevy Blazer \$39,042.00
 - Unit 22830 - Chevy Colorado \$39,125.00
 - Total \$228,357.00

- Human Services Fund (210) Replacements 44100.474300
 - Unit 22822 - Chevy Equinox \$33,064.00

- Human Services Fund (210) Replacements 44500.474300
 - Unit 22821 - Chevy Traverse \$43,075.00
 - Unit 22823 - Chevy Equinox \$33,064.00
 - Unit 22824 - Chevy Equinox \$33,064.00
 - Total \$109,203.00

Documents Attached

- John Elway Chevrolet Blazer Quote
- John Elway Chevrolet Colorado Quote
- John Elway Chevrolet Equinox Quote
- John Elway Chevrolet Traverse Quote
- Sourcewell Contract 091521-NAF

Attachments: [DOUGLAS- 25 BLAZER WHITE X3 WILL HAVE TO ORDER RETAIL](#)
[DOUGLAS- 25 COLORADO X3 WT](#)
[DOUGLAS- 25 EQUINOX LT X13](#)
[DOUGLAS- 25 TRAVERSE WHITE ORDER FBFPWP](#)
[Sourcewell Contract 091521-NAF](#)

1. Purchase Order to John Elway Chevrolet for a Total of \$297,576.00 Under Sourcewell Contract 091521-NAF.

Approval of Purchase Orders to John Elway Chevrolet for a total of \$297,576.00 under Sourcewell Contract 091521-NAF. — *Facilities and Fleet & Emergency Support Services*
Brian Franklin, Fleet Services Manager

The Fleet Services Division of Facilities, Fleet & Emergency Support Services is requesting approval for a purchase order from the Health Department Fund to John Elway Chevrolet for the acquisition of nine vehicles as approved in the 2025 Adopted Budget for the replacement of Enterprise leased vehicles.

Douglas County entered into a pilot lease program of eleven vehicles with Enterprise in 2022 to see if leasing was a viable option. The additional lease of nine Health Department Chevrolet Traverse's in 2023 was a continuation of that pilot program as the intended mission of the vehicles was similar to those units in the initial 2022 Enterprise lease program. The use of leases was also beneficial in lowering the startup costs of the Health Department in 2023.

After two years in the program and reviewing the proposed price increases to continue with another round of leases, Fleet Services and Budget have determined that leasing is not cost-beneficial for Douglas County over the average ten-year life cycle of County fleet vehicles.

Health Department - Replacement Chevrolet Equinox's to be funded from 46100.474300.

- Units (9) - 23801, 23802, 23803, 23804, 23805, 23806, 23807, 23808, and 23809. \$297,576.00

Documents Attached

- John Elway Chevrolet Equinox Quote of \$33,064.00 per unit.
- Sourcewell Contract 091521-NAF

Attachments: [DOUGLAS- 25 EQUINOX LT X13](#)
[Sourcewell Contract 091521-NAF](#)

- m. Award of a Public Contract for Services for the 2025 On-Call Arborist Services Contract to Knothead Tree and Lawn Care in the Amount of \$175,000.00, Douglas County Project Number CI 2025-007.

Staff recommends approval of a Public Contract for Services for the 2025 On-Call Arborist Services Contract to Knothead Tree and Lawn Care in the amount of \$175,000.00, Douglas County Project Number CI 2025-007. — *Public Works Operations*
Daniel R. Roberts, P.E., Assistant Director

This Public Contract for Services (PCS) consists of providing on call services primarily related to removal of dead trees in the public right-of-way that pose a safety hazard. The contract supplements existing Public Works Operations staff when specialized tree removal equipment is needed, and when the backlog of work requires additional resources. Work also includes tree and shrub pruning and removal when needed.

Requests for Proposals were sent to five (5) local contractors on November 5, 2024. Proposals were received from two contractors on November 22, 2024. A staff selection committee evaluated the two proposals and interviewed both contractors on December 5, 2024. Following the interviews, the contractors were ranked separately based on their qualifications, experience, specialized equipment, and ability to respond within the timeframes expected for the work. The final rankings of the two responsive contractors were as follows:

<u>RANK</u>	<u>CONTRACTOR</u>
1	Knothead Tree and Lawn Care
2	COVA Tree

As the top ranked contractor, Knothead Tree and Lawn Care’s pricing proposal for the six tasks included in the on-call contract was 27% lower than the next ranked contractor (\$40,604 compared to \$55,000) for a sample subset of the work to be performed in this contract which was used for comparison.

Based on these ranking, and because of the ability to provide specialized services to Public Works Operations as needed, Knothead Tree and Lawn Care has been selected for the 2025 On-Call Arborist Services Contract, in support of Douglas County Public Works Operations, for an amount not to exceed \$175,000.00. The contract end date will be January 1, 2026. Funding for this project will come from Business Unit 31400.443600, in Fund 200, for the total amount of \$175,000.00.

Attachments: [Revised PCS Contract with Bond Language - Knothead Tree and Lawn - 2025 Arborist Services - Keith Burke](#)

- n. Public Contract for Services with Felsburg Holt & Ullevig Inc. for Design Services During Construction on the County Line Road (University to Broadway) Project, Douglas County Project Number CI2020-013 in the Amount of \$174,140.00.

Approval of Public Contract for Services (PCS) with Felsburg Holt & Ullevig Inc. (FHU) for Design Services during construction on the County Line Road (University to Broadway) Project, Douglas County Project Number CI2020-013. — *Department of Public Works Engineering*

Benjamin Pierce, P.E., Capital Improvements Projects Supervisor

The proposed PCS with FHU is for consulting services during construction of the proposed widening and reconstruction of the segment of County Line Road between University Boulevard and Broadway.

In March of 2020 the Douglas County Board of County Commissioners approved a PCS with FHU to prepare final design plans and construction bid documents for the segment of County Line Road from University Boulevard to Broadway. The final documents have been completed, and the project is ready for construction once the County is awarded concurrence to advertise from the Colorado Department of Transportation.

The proposed PCS with FHU is for \$174,140.00 which will be used to provide consulting support services through the duration of construction. These services include assisting the County with the bid process, answering contractor requests for information, reviewing contractor provided shop drawings, providing additional design services for minor revisions during construction, attending meetings with the contractor regarding design questions, and other ancillary duties as needed to support Douglas County throughout construction of the project.

Funding for the proposed PCS is set aside in Fund 230, Business Unit 800461.473100.

Attachments: [FHU Contract Only - Ben Pierce -PCS-FHU-CLR-Feb-11-2025](#)

- o. Construction Contract with West Fork Construction, LLC for Hess Road over Access Road Project Bridge Douhess-3.35 Improvements, for an Amount not to Exceed \$430,673.00, Douglas County Project Number CI 2024-016.

Staff recommends awarding an approval of a Construction Contract with West Fork Construction, LLC for Hess Road over Access Road Project Bridge Douhess-3.35 Improvements, for an amount not to exceed \$430,673.00, Douglas County Project Number CI 2024-016. — *Department of Public Works Engineering*
Neil Sarno, Project Engineer

Attached for your review and approval is a Construction contract with West Fork Construction, LLC, for the Hess Road over Access Road Bridge Douhess-3.35 Improvements Project. This Project rehabilitates portions of the bridge structure and roadway crossing on Access Road. The project includes the removal of portions of the present structure, asphalt milling, sawing and sealing bridge joints, waterproofing membrane, hot mix asphalt placement, concrete pavement and patching, erosion control, traffic control, as well as other items.

On November 25, 2024, Douglas County Public Works Engineering solicited bids for the Hess Road Over Access Road Project Bridge Douhess-3.35 Improvements. Four (4) bids for the above-mentioned project were opened and read on Tuesday, December 17, 2024, at 1:30 p.m. After a mandatory and extensive due diligence investigation by Engineering Staff, it was determined that West Fork Construction, LLC bid is the lowest, most responsive, and responsible Bidder who will serve the County's best interests for this project. Bids are as follows:

CONTRACTOR	TOTAL BID
West Fork Construction	\$ 430,673.00
Hallmark, Inc.	\$ 585,337.00
Structures Inc.	\$ 627,512.00
Myers and Sons Construction LLC	\$ 657,579.00
Engineer's Estimate	\$ 415,449.50
Average of four (4) Bidders	\$ 575,275.25

Funds for this contract were approved as part of the 2025 adopted budget, and are in Fund 230, Business Unit 800438.

Attachments: [Contractor Signed Agreement](#)

- p. Public Contract for Services with Olsson, Inc. for the Waterton / Eagle River Roundabout Project in the Amount of \$328,992.20, Douglas County Project # CI2025-007.
Approval of the Public Contract for Services (PCS) with Olsson, Inc. for the Waterton / Eagle River Roundabout Project in the amount of \$328,992.20, Douglas County Project # CI2025-007. — *Department of Public Works Engineering*
Sean P. Owens, P.E., Special Projects Manager

Staff is moving forward with designing a roundabout at the Waterton Road and Eagle River Street intersection in Sterling Ranch.

County staff requested proposals from four (4) consultants on the County’s 2025 - 2026 Consultant Short List. The proposals received were ranked as follows:

OLSSON, INC.	1 (\$328,992.20)
Alfred Benesch	2 (\$345,269.00)
Basis Partners	3 (\$330,465.00)
<u>Muller Eng</u>	<u>4 (\$390,849.00)</u>
Engineer’s Estimate	\$350,000.00

Olsson’s proposal was ranked the most responsive by three staff reviewers.

This PCS Contract with Olsson will be for a total of \$328,992.20. Funding for this construction contract is set aside in Fund 230, Business Unit 800267.473100.

Attachments: [PCS Contract only_Olsson_Waterton-Eagle River Roundabout CI2025-007 Jan 2025](#)

- q. Construction Contract for the 2025 Asphalt Overlay Project to Brannan Sand and Gravel, in the Amount of \$11,011,969.30. Douglas County Project Number CI 2025-003.

Staff recommends approval of a Construction Contract for the 2025 Asphalt Overlay Project to Brannan Sand and Gravel, in the amount of \$11,011,969.30. Douglas County Project Number CI 2025-003. — *Department of Public Works Engineering*
Keith Burke, Engineering Inspector IV

This contract is associated with Douglas County’s annual Contract Maintenance program. This project consists of the placement of hot-mix asphalt overlays at various locations throughout Douglas County. Bid items include removal of asphalt mat, hot mix asphalt paving, adjustment of manholes and water valve boxes, replacement of pavement markings, and erosion control.

Bids were accepted on Tuesday, December 10, 2024, at 1:30 p.m. Five (5) bids were accepted and read. The apparent low bidder for this project was Brannan Sand and Gravel at \$11,011,969.30. They are verified as a CDOT-approved vendor and in good standing with SOS. The Contract will be awarded to Brannan Sand and Gravel for the bid amount of \$11,011,969.30.

Brannan Sand and Gravel have been reviewed and determined to be in compliance with Douglas County's contract requirements. Bid results are as follows:

Contractor Name	Bid Amount
Brannan Sand & Gravel	\$11,011,969.30
Martin Marietta Materials	\$ 11,484,094.62
Schmidt Construction	\$ 12,529,753.60
Asphalt Specialties	\$ 13,653,929.20
APC Construction	\$ 15,529,007.26

Engineer’s Estimate	\$ 12,634,460.95
Average of Five (5) Bidders	\$ 12,841,750.80

Funding for this project will come from the following Business Units:

- **Fund 100, BU 19150 for \$65,000** (Justice Center Parking Lot Maintenance).
- **Fund 240, BU 33215 for \$56,000** (Highlands Ranch Sub-Station Public Parking Lot Asphalt Repairs).
- **Fund 330, BU 33190 total of \$125,000 as listed below:**
 - (Phillip S. Miller Building) for **\$80,000** (Miller Building North Parking Lot Mill & Overlay).
 - (Wilcox Building) for **\$20,000** (Wilcox Bldg. North Parking Lot Mill & Overlay).
 - (PW/Ops) for a total of **\$25,000** (Northwest Parking Lot Asphalt

Maintenance)

- **Fund 200, BU 800100** (Contracted Maintenance Projects) in the amount of **\$10,765,969.30** for specific projects within the 2025 Asphalt Overlay Program that include Highlands Ranch, Ponderosa Hills, Cresthill Lane, Bell Cross Neighborhood, Lincoln Creek Neighborhood, Venneford Ranch Road (between University Blvd. & Colorado Blvd.), Chambers Road (between Lincoln Ave. and E-470), Charter Oaks Neighborhood, Bayou Hills Neighborhood, Irish Pat Murphy Drive (between Thunder Hill Rd. and S. Pinery Pkwy), Gillian and Steele, and East Palmer Divide Ave. (from Furrow Rd. to Hwy 83).

For a total contract amount of \$11,011,969.30 per the Construction Contract.

Attachments: [Signed by Janet H - Construction Contract- Brannan Sand and Gravel Co - 2025 ASPHALT OVERLAY - Keith Bur](#)

- r. Public Contract for Services for the 2025 On-Call Landscape Services Contract to RG Landscaping Services, LLC in the amount of \$100,000.00, Douglas County Project Number CI 2025-006.

Staff recommends approval of a Public Contract for Services for the 2025 On-Call Landscape Services Contract to RG Landscaping Services, LLC in the amount of \$100,000.00, Douglas County Project Number CI 2025-006. — *Department of Public Works Engineering*

Keith Burke, Engineering Inspector IV

This Public Contract for Services (PCS) consists of landscaping and property restoration services at various locations throughout Douglas County that are associated with the 2025 Contracted Maintenance projects, primarily for the projects associated with the 2025 Sidewalk Repair and Curb Ramp Retrofit Project. RG Landscaping Services has been selected for the 2025 On-Call Landscaping Services Contract. This selection process included requesting proposals from five (5) qualified contractors on November 12, 2024. Staff received only one proposal on December 13, 2024. Staff evaluated and ranked the proposals on December 13, 2024, and the final rankings of the proposals and interviews were as follows:

<u>RANK</u>	<u>CONTRACTOR</u>
1	RG Landscaping Services, LLC
N/A	Hall Contracting, LLC
N/A	Kentscapes Landscape
N/A	RMPS Landscaping of Castle Rock
N/A	Flemings Tree Care

RG Landscaping was selected for the 2025 On-Call Landscaping Services Contract, for an amount not to exceed \$100,000. The contract end date will be January 1, 2026.

Funding for this project will come from Business Unit 800100, Fund 200, for an amount not to exceed \$100,000.00.

Attachments: [PCS Contract Only - RG Landscaping - 2025 On-Call Landscaping Svcs - Keith Burke CI2025-006](#)

- s. Award of a Public Contract for Services for the 2025 Materials Testing Services Project, Douglas County Project No. CI2025-004, to Ground Engineering Consultants Inc. for an Amount not to Exceed \$250,000.00.

Staff recommends approval of the Public Contract for Services for the 2025 Construction Materials Testing Services Project, Project No. CI 2025-004 to Ground Engineering Consultants, Inc., for an amount not to exceed \$250,000.00. — *Department of Public Works Engineering*

Brian Schultz, CPII, Engineering Construction Manager

This Professional Services Contract (PSC) consists of materials testing for the 2025 Contracted Maintenance work program. The materials testing is in support of the 2025 Sidewalk Repair and Curb Ramp Retrofit Project, 2025 Asphalt Overlay Project, Palmer Divide Avenue Phase 3 Construction and Grigs Road Phase 1 Construction projects.

Ground Engineering Consultants, Inc. was selected to provide inspection and testing services in 2023. Staff would like to request a new contract with Ground Engineering Consultants, Inc for a third year based upon their qualifications, previous work performed, knowledge of the work, and fair and reasonable rates.

Funding for this project will come from Business Unit 800100.478200 Fund 200, for the full amount of \$250,000.00.

Attachments: [PCS Contract only - Ground Engineering - BOCC 2_11_25 - 2025 Materials Testing - Brian S Keith B](#)

- t. Public Utility Easement at Highlands Ranch Filing 112A, 3rd Amendment: Douglas County Project Number DV2023-251.

Grant of Public Utility Easement — *Department of Public Works Engineering*
Jacob Gabel, Development Review Engineer

This Public Utility Easement is located on the property at Highlands Ranch Filing 112A, 3rd Amendment. This easement will encompass future utilities to serve the home in the Westridge Development in northern Douglas County. The County is accepting the easement on behalf of the utility providers.

Attachments: [Utility Easement Highlands Ranch DV2023-251](#)

- u. Storm Drainage Easement at 9474 N Rampart Range Rd for Reinforced Concrete Pipe, Sewer Inlets, a Riprap Rundown, and Five Stormwater Ponds Douglas County Project Number DV2024-060

Staff recommends acceptance of this Drainage Easement. — *Department of Public Works Engineering*

Jacob Gabel, Development Review Engineer, Public Works Engineering

This Drainage Easement is located on the property at 9474 N Rampart Range Rd. This easement encompasses reinforced concrete pipe, sewer inlets, a riprap rundown, and five stormwater ponds. The stormwater infrastructure serves the Solon/Xcel Solar Farm Project in Northern Douglas County. This Drainage Easement will provide Douglas County with access to the private stormwater system to perform maintenance in the event the owner fails to adequately maintain said facilities.

Attachments: [Storm Drain Easement - Rampart Range Rd DV2024-060](#)

- v. Sidewalk Easement at Highlands Ranch Filing 112A, 3rd Amendment: Douglas County Project Number DV2023-251.

Staff recommends acceptance of this Sidewalk Easement — *Department of Public Works Engineering*

Jacob Gabel, Development Review Engineer

This Sidewalk Easement is located on the property at Highlands Ranch Filing 112A, 3rd Amendment. This easement the existing sidewalk in the Westridge Development in northern Douglas County. This Sidewalk Easement will provide Douglas County with access to the existing sidewalk for the purpose of maintain and repairing the public sidewalk.

Attachments: [Sidewalk Easement Highlands Ranch](#)

4. Citizen Comments / Organization Comments - If Time Allows

- At this time, you are welcome to comment about any topic other than those that appeared on today's agenda. This is an opportunity to share your thoughts and ideas with us.
- Please state your name and where you reside prior to making comments. You will have up to 3 minutes.
- Obscenity and any comments calling for criminal or violent action are prohibited.
- Commissioner comments, if any, will follow all citizen comments.

5. Commissioner Comments

6. Other Business

7. County Manager

- a. County Manager Report.

Attachments: [County Manager Report 2.11.25](#)

8. Adjournment

The Next Business Meeting Will be Held on Tuesday, February 18, 2025 @ 1:30 p.m.

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Jill Welle, Wildfire Mitigation and Resilience Coordinator - Building Department
Ryan Smith, Senior Land Management Specialist/Ranger - Open Space & Natural Resources
Dan Dertz, Director Open Space and Natural Resources - Open Space & Natural Resources

DESCRIPTION: 2024 Wildfire Mitigation Program Summary and Presentation.

SUMMARY: Wildfire mitigation staff will present 2024 program highlights and accomplishments including our cost share program, community networking sessions, grant acquisition and distribution, and project implementation using an ArcGIS StoryMap. Through our partnership with Open Space and Natural Resources (OSNR) and Colorado State Forest Service (CSFS), Douglas County continues to grow and strengthen our collective investment in wildfire mitigation and resilience.

ATTACHMENTS:
Agenda Item 2024 Wildfire Mitigation Program Summary

Agenda Item

DATE: FEBRUARY 11, 2025

TO: DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

THROUGH: DOUGLAS J. DEBORD, COUNTY MANAGER

FROM: MATTHEW DZIUBANSKI, CHIEF BUILDING OFFICIAL

CC: JILL WELLE, WILDFIRE MITIGATION AND RESILIENCE COORDINATOR
DYLAN WILLIAMS, WILDFIRE MITIGATION SPECIALIST

SUBJECT: 2024 WILDFIRE MITIGATION PROGRAM SUMMARY

SUMMARY

Wildfire mitigation staff will present 2024 program highlights and accomplishments including our cost share program, community networking sessions, grant acquisition and distribution, and project implementation using an ArcGIS StoryMap. Through our partnership with Open Space and Natural Resources (OSNR) and Colorado State Forest Service (CSFS), Douglas County continues to grow and strengthen our collective investment in wildfire mitigation and resilience.

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Tiffany McCauley, Land Management Specialist/Ranger and Caroline Frizell, Interim Director of Public Affairs

DESCRIPTION: Wildlife Watch Program.

SUMMARY: Open Space and Natural Resources and Public Affairs staff will present an overview of the County's wildlife watch program. The purpose of the wildlife watch program is to provide an educational opportunity for open space users and to allow those who are unable to visit our properties the ability to view and learn about wildlife in Douglas County

www.douglas.co.us

MEETING DATE: February 11, 2025

DESCRIPTION: Approval of Business Meeting Minutes from January 1, 2025.

ATTACHMENTS:

Minutes Business Meeting 01.28.2025



BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

TUESDAY, JANUARY 28, 2025

MINUTES

Tuesday, January 28, 2025

1:30 PM

Hearing Room

Invocation – Jason Van Divier

1:30 PM

Rollcall

PRESENT: Commissioner Abe Laydon
Commissioner Kevin Van Winkle
Commissioner George Teal

1. Call to Order

a. Pledge of Allegiance

b. Attorney Certification of Agenda

Jeff Garcia, County Attorney, said that all items on today's agenda have been reviewed by his office and they all meet legal approval.

c. Commissioners Disclosure for Items on This Agenda

2. Ceremonies/Proclamations

a. Roundup Riders of the Rockies Check Presentation.

Dan Dertz, Director of Open Space, addressed the Board to present on this Item.

Matt Wassam, Roundup Riders of the Rockies, addressed the Board to further present on this Item.

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

3. Consent Agenda

This is Motion No. 025-009

Commissioner Teal moved that the Board approve the requests in all Items "a" through "am" of the Consent Agenda.

RESULT: ADOPTED THE CONSENT AGENDA

MOVER: George Teal

SECONDER: Kevin Van Winkle

AYES: Laydon, Van Winkle, Teal

- a. Approval of Business Meeting Minutes from January 14, 2025.
- b. Approval of Land Use/Public Hearing Minutes from January 14, 2025.
- c. Approval of Vouchers January 14, 2025
- d. Approval of Vouchers January 21, 2025
- e. Approval of Vouchers January 28, 2025
- f. Resolution Approving the Recommendation of the Abatement Hearing Referee.
Resolution No: R-025-003
- g. Resolution Approving the Abatement Settlement Recommendations of the Assessor's Office.
Resolution No: R-025-004
- h. Following the Recommendation of Assessor's Office to Settle BAA Appeals
- i. Resolution Documenting the Annual Salary of the District Attorney for the Twenty-Third Judicial District.
Resolution No: R-025-005
- j. Colorado Department of Human Services, Behavioral Health Administration Community Investment Grant Amendment to Reallocate \$11,513.32 from the Contractor Category to the Operating Category.
- k. Public Amendment for Services by and Between Vision Services Plan and Douglas County for Vision Employee Benefits in the Amount of \$187,000.00.
- l. 2025 Public Contract for Services Amendment with Cook Street Consulting, Inc. in the Annual Amount of \$60,000.00 with a Maximum Contract Liability of \$120,000.00.
- m. 2025 Public Contract for Services with WEX Health, Inc. in the Annual Amount of \$28,000.00 with a Maximum Contract Liability of \$266,000.00.
- n. 2025 Amendment #6 to Public Contract for Services with The Hartford Life and Accident Insurance Company in the Amount of \$1,075,000.00.
- o. 2025 Public Amendment for Services with Empower in the Amount of \$69,200.00.
- p. 2025 Public Contract for Services Amendment with Telligen, Inc. in the Annual Amount of \$72,000.00 with a Maximum Contract Liability of \$432,000.00.
- q. 2025 Public Contract for Services with MJ Insurance, Inc. in the Amount of \$150,000.00.
- r. 2025 Workers Compensation Insurance Premium Renewal in the Amount of \$443,978.00.
- s. 2025 Liability Insurance Renewal in the Total Amount of \$1,467,231.04.
- t. Professional Services Contract between Douglas County and Douglas County Economic Development Corporation in the amount of \$937,500.00.
- u. Highlands Ranch Law Enforcement Training Facility Invoice for 2025 Facility Use in the Amount of \$154,770.00.

- v. Juvenile Assessment Center Contribution by Douglas County for the 2025 Calendar Year in the Amount of \$106,941.00.
- w. 2025 Intergovernmental Agreement for Law Enforcement and Animal Control Services Between the City of Castle Pines and the Board of County Commissioners of Douglas County on Behalf of the Douglas County Sheriff's Office in the Amount of \$1,801,352.70.
- x. Purchase Order for Developmental Pathways, Inc. Fiscal Year 2025 in the Amount of \$8,466,490.00.
- y. FY 2024 RMHIDTA Grant Modification #3
- z. Third Amendment of Contract and Purchase Order to Emergency Systems Compliance Services Colorado LLC for 2025 Annual Planned Maintenance and Load Bank Testing on Generators at Various County Buildings per Award of IFB #033-21 in the Amount of \$41,545.20.
- aa. Third Amendment of Contract and Purchase Order to MUG-A-BUG, INC. for 2025 Scheduled Pest Control Services to all Douglas County Locations per Award of IFB #046-21 in the Amount of \$50,000.00.
- ab. Third Amendment of Award of Public Contract for Services and Purchase Order to Maintenance Resources, Inc for 2025 in Response to IFB #011-22 for Janitorial Services of Douglas County Facilities in the Amount of \$467,808.00.
- ac. Agreement and Purchase Order Totaling \$102,735.00 to Summit Pro Rodeo as the Stock Contractor for the 2025 Douglas County Fair & Rodeo Pro Rodeo Cowboys Association Performances.
- ad. First Amendment of Contract and Purchase Order to Marquee Event Solutions dba Colorado Event Traffic for 2025 Fair & Rodeo Event Parking Services per Award of IFB #004-21 in the Amount of \$65,672.35.
- ae. 2025-2026 Denver Regional Council of Governments Older Adult Services Grant Renewal Application in the Amount of \$704,422.00 with Required County Contribution of \$88,094.00 for a Project Total of \$792,516.00.
- af. Public Contract for Repository Management Services with Interpret Site LLC in the Amount of \$75,000.00.
- ag. Public Contract for Services to Wilson & Company, Inc. for the Final Design and Subsurface Utility Engineering Associated with the County Line Road / Inverness Improvement Project, in the Amount of \$450,000.00, Douglas County Project Number CI 2025-009.
- ah. Renewal of Oracle JD Edwards ERP Software in the Amount of \$134,653.08.
- ai. Right-of-Way Use Agreement with Google Fiber.
- aj. Change Order No. 1 to Construction Contract with American West Construction, LLC for the Highlands Ranch Manholes - Highlands Ranch Pkwy & Daisy Ct. Project in the amount of \$287,560.00, Douglas County Project # SP2024-016.
- ak. Road Closure Extension Request for Roxborough Park Road to Facilitate the Construction of Sterling Ranch Filing 7A Infrastructure and to Relocate a Portion of Roxborough Park Road,

Douglas County Project Number DV2023-410.

- al. Resolution Approving the Draw in the Amount of \$70,141.95 on Irrevocable Letter of Credit No. 69622454, issued by Simmons Bank, N.A., In Connection with Canyons South Filing 2, Phase 1 and Pond Warranty Performance Security. Douglas County Project Number DV2021-313.

Resolution No: R-025-006

- am. Resolution Approving the Draw in the Amount of \$256,751.00 on Irrevocable Letter of Credit No. 69622454, issued by Simmons Bank, N.A., In Connection with Canyons South Filing 3, All Phases Warranty Performance Security. Douglas County Project Number DV2022-097.

Resolution No: R-025-007

4. Regular Agenda

- a. Quitclaim Deed Conveying Sterling Ranch Filing 1, Tract P to the Douglas County School District. Project File: MI2025-002.

Jeanette Bare, Department of Community Development, addressed the Board to present on this Item.

Richard Cosgrove addressed the Board to further present on this Item.

Jackie Millet, Lone Tree, addressed the Board to further present on this Item.

Commissioner Laydon commented on this Item.

Public Comment: None

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

This is Motion No. 025-010

Commissioner Teal moved that the Board approve a Quitclaim Deed Conveying Sterling Ranch Filing 1, Tract P to the Douglas County School District. Project File: MI2025-002.

RESULT: ADOPTED

MOVER: George Teal

SECONDER: Kevin Van Winkle

AYES: Laydon, Van Winkle, Teal

- b. Public Contract for Services with Trans Aero LTD for Exclusive Use Helicopter Services for the Office of Emergency Management and Purchase Order for Approved \$1,530,000.00 Budget Line Item.

Mike Alexander, Director of Emergency Management, addressed the Board to present on this Item.

Commissioner Laydon commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

Public Comment: None

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 025-011

Commissioner Van Winkle moved that the Board approve Public Contract for Services with Trans Aero LTD for Exclusive Use Helicopter Services for the Office of Emergency Management and Purchase Order for Approved \$1,530,000.00 Budget Line Item.

RESULT: ADOPTED
MOVER: Kevin Van Winkle
SECONDER: George Teal
AYES: Laydon, Van Winkle, Teal

- c. Public Contract for Services Between Douglas County and Forsgren Associates Inc. in the Amount of \$578,360.00.

Kati Carter, Department of Community Development, addressed the Board to present on this Item.

Public Comment: None

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item and asked a clarifying question. Ms. Carter addressed the Board to answer the Commissioner's question.

This is Motion No. 025-012

Commissioner Teal moved that the Board approve Public Contract for Services Between Douglas County and Forsgren Associates Inc. in the Amount of \$578,360.00.

RESULT: ADOPTED
MOVER: George Teal
SECONDER: Kevin Van Winkle
AYES: Laydon, Van Winkle, Teal

- d. Beneficiary Agreement in the Amount of \$1,000,000.00 with the AdventHealth Rocky Mountain Foundation.

Dan Avery, County Administration, addressed the Board to present on this Item.

Marcy Blair, AdventHealth Rocky Mountain Foundation, addressed the Board to provide comment on this Item.

Commissioner Laydon commented on this Item.

Public Comment: None

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 025-013

Commissioner Van Winkle moved that the Board approve Beneficiary Agreement in the Amount of \$1,000,000.00 with the AdventHealth Rocky Mountain Foundation.

RESULT: ADOPTED
MOVER: Kevin Van Winkle
SECONDER: George Teal
AYES: Laydon, Van Winkle, Teal

- e. Motion for Amendment of Exhibit B, Private Parking Restricted Areas, Including Additional Locations within the County to Control and Regulate the Movement and Parking of Motor Vehicles on Private Property, from Ordinance 0-24-003, An Ordinance For The Regulation Of Traffic And Parking.

Lieutenant Alan Stanton, Douglas County Sheriff's Office, addressed the Board to present on this Item.

Commissioner Teal commented on this Item.

Commissioner Van Winkle asked a clarifying question.

Lieutenant Stanton addressed the Board to answer the Commissioner's question.

Public Comment: None

Commissioner Teal commented on this Item.

This is Motion No. 025-014

Commissioner Teal moved that the Board approve Motion for Amendment of Exhibit B, Private Parking Restricted Areas, Including Additional Locations within the County to Control and Regulate the Movement and Parking of Motor Vehicles on Private Property, from Ordinance 0-24-003, An Ordinance For The Regulation Of Traffic And Parking.

RESULT: ADOPTED
MOVER: George Teal
SECONDER: Kevin Van Winkle
AYES: Laydon, Van Winkle, Teal

5. Citizen Comments / Organization Comments - If Time Allows

Brittini, Englewood, addressed the Board to provide citizen comment.

Commissioner Laydon provided comment.

Gary Wood, Perry Park, addressed the Board to provide citizen comment.

Ed Chambers, Larkspur, addressed the Board to provide citizen comment.

Patricia Memsic, Highlands Ranch, addressed the Board to provide citizen comment.

Kim Greer, Larkspur, addressed the Board to provide citizen comment.

6. Commissioner Comments

Commissioner Laydon provided comment.

Commissioner Teal provided comment.

Commissioner Van Winkle provided comment.

Commissioner Laydon provided comment.

7. Other Business

8. County Manager

a. County Manager Report.

Doug DeBord, County Manager, provided comment.

Commissioner Laydon provided comment.

9. Adjournment

The Next Business Meeting Will be Held on Tuesday, February 11, 2025 @ 1:30 p.m.

www.douglas.co.us

MEETING DATE: February 11, 2025

DESCRIPTION: Approval of Land Use/Public Hearing Minutes from January 28, 2025.

ATTACHMENTS:

Minutes LU_PH Meeting 01.28.2025



**BOARD OF COUNTY COMMISSIONERS LAND USE
MEETING/PUBLIC HEARING
TUESDAY, JANUARY 28, 2025
MINUTES**

Tuesday, January 28, 2025

2:30 PM

Hearing Room

2:30 PM

Rollcall

PRESENT: Chairperson George Teal, Abe Laydon and Kevin Van Winkle

1. Call to Order

a. Pledge of Allegiance

b. Attorney Certification of Agenda

Jeff Garcia, County Attorney, said that all items on today's agenda have been properly noticed and the Board has jurisdiction to proceed.

c. Commissioners Disclosure for Items on This Agenda

2. Land Use Meeting Agenda Items

a. El Paso County Condemnation and License Agreement for Greenland Ranch.

Dan Dertz, Director of Open Space, addressed the Board to present on this Item.

Public Comment: None

This is Motion No. 025-015

Commissioner Van Winkle moved that the Board approve El Paso County Condemnation and License Agreement for Greenland Ranch.

RESULT: ADOPTED

MOVER: Kevin Van Winkle

SECONDER: George Teal

AYES: Teal, Commissioner Laydon and Commissioner Van Winkle

b. Subdivision Improvements Agreement and Inter-Governmental Agreement for Sterling Ranch Filing No. 7B - Project File DV2024-400.

Brett Thomas, Department of Community Development, addressed the Board to present on both Items b and c.

Commissioner Teal asked a clarifying question.

Mr. Thomas addressed the Board to answer the Commissioner's question.

Susan Beckman, Sterling Ranch, addressed the Board to further present on this Item.

Commissioner Laydon asked the applicant if they agreed to the 10 conditions as presented. Ms. Beckman agreed to the conditions as presented.

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Public Comment: None

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 025-016

Commissioner Teal moved that the Board approve Subdivision Improvements Agreement and Inter-Governmental Agreement for Sterling Ranch Filing No. 7B - Project File DV2024-400.

RESULT: ADOPTED

MOVER: George Teal

SECONDER: Kevin Van Winkle

AYES: Teal, Commissioner Laydon and Commissioner Van Winkle

- c. Sterling Ranch Filing 7B - Final Plat. Project File: SB2024-052.

This Item was presented with Item B.

This is Motion No. 025-017

Commissioner Van Winkle moved that the Board approve Sterling Ranch Filing 7B - Final Plat, because it does meet all of the approval criteria with 10 Conditions as Presented. Project File: SB2024-052.

RESULT: ADOPTED

MOVER: Kevin Van Winkle

SECONDER: George Teal

AYES: Teal, Commissioner Laydon and Commissioner Van Winkle

3. Public Hearing Agenda Items

- a. Established District Determination - Dominion Water & Sanitation District - Project File: MI2024-026.

Kati Carter, Assistant Director of Planning Resources, addressed the Board to present on this Item.

Andrea Cole, General Manager of Dominion Water & Sanitation District, addressed the

Board to further present on this Item.

Commissioner Teal commented on this Item and asked a clarifying question.
Ms. Cole addressed the Board to answer the Commissioner's question.

Commissioner Laydon commented on this Item.

Commissioner Van Winkle commented on this Item.

Public Comment: None

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 025-018

Commissioner Teal moved that the Board approve a Resolution Designating Dominion
Water & Sanitation District as an Established District - Project File: MI2024-026.

RESULT: ADOPTED

MOVER: George Teal

SECONDER: Kevin Van Winkle

AYES: Teal, Commissioner Laydon and Commissioner Van Winkle
Land Use Resolution No: R-025-008

- b. Pinery Planned Development, 31st Amendment - Major Planned Development Amendment.
Project File: ZR2023-002.

Mike Pesicka, Department of Community Development, addressed the Board to present on
this Item.

Commissioner Teal commented on this Item and asked clarifying questions.
Mr. Pesicka addressed the Board to answer the Commissioner's questions.

Commissioner Van Winkle asked clarifying questions.
Mr. Pesicka addressed the Board to answer the Commissioner's questions.

Commissioner Laydon commented on this Item and asked clarifying questions.
Mr. Pesicka addressed the Board to answer the Commissioner's questions.

Commissioner Laydon asked a clarifying question.
Mr. Pesicka addressed the Board to answer the Commissioner's question.

Chris Meeks addressed the Board to further present on this Item.

Commissioner Teal asked clarifying questions.

Russell Hall, applicant representative, addressed the Board to answer the Commissioner's questions.

James Marine, applicant representative, addressed the Board to help answer the Commissioner's questions and entered an Item as an exhibit into the Record.

Commissioner Van Winkle asked clarifying questions.

Mr. Marine addressed the Board to help answer the Commissioner's questions.

Commissioner Laydon commented on this Item and asked clarifying questions.

Mr. Hall addressed the Board to answer the Commissioner's questions.

Mr. Pesicka addressed the Board to help answer the Commissioner's questions.

Chris Martin, Engineering, addressed the Board to help answer the Commissioner's questions.

Commissioner Laydon commented on this Item and asked clarifying questions.

Mr. Hall addressed the Board to answer the Commissioner's questions.

Public Comment:

Dee McCormack, Parker, addressed the Board to provide comment.

Nancy Sammons, Parker, addressed the Board to provide comment.

Gin Schulz, High Prairie Farms, addressed the Board to provide comment.

Scott Sammons, Parker, addressed the Board to provide comment.

Victoria Deppe, Parker, addressed the Board to provide comment.

Ed Likman, Parker, addressed the Board to provide comment.

Greg Watanabe, Parker, addressed the Board to provide comment.

Russ Rodgers, Timbers HOA, addressed the Board to provide comment.

Mark Balderston, Parker, addressed the Board to provide comment.

Margaret Molloy, Parker, addressed the Board to provide comment.

Philip Buck, Parker, addressed the Board to provide comment and entered an Item into the record as an Exhibit.

Giselle McDonough, addressed the Board to provide comment.

Sheldon Irish, Parker, addressed the Board to provide comment.

Bill Pickle, Parker, addressed the Board to provide comment.

Kelly Tisher, Parker, addressed the Board to provide comment.

Robert Fugazi, Parker, addressed the Board to provide comment.

William Hartwick, Parker, addressed the Board to provide comment and entered an Item into the record as an Exhibit.

Steve Preston, Parker, addressed the Board to provide comment.

Darren Senior, Parker, addressed the Board to provide comment.

Jenna Preston, Parker, addressed the Board to provide comment.

Rick Bramer, Parker, addressed the Board to provide comment.

Nathan Hannaman, Parker, addressed the Board to provide comment.

Commissioner Laydon commented on this Item.

Commissioner Teal commented on this Item.

James Marine readdressed the Board to respond to public comment.

Russell Hall readdressed the Board to respond to public comment.

David Simonson, Highlands Ranch, addressed the Board to comment on this Item.

Commissioner Laydon commented on this Item.

Commissioner Van Winkle asked a clarifying question.

Mr. Simonson addressed the Board to answer the Commissioner's question.

Commissioner Teal asked clarifying questions.

Mr. Simonson addressed the Board to help answer the Commissioner's questions and comment on this Item.

Mr. Simonson addressed the Board to comment on this Item.

Commissioner Laydon commented on this Item.

Mr. Marine addressed the Board to comment on this Item.

Commissioner Teal commented on this Item and asked a clarifying question.
Mr. Hall addressed the Board to answer the Commissioner's question.
Mr. Marine addressed the Board to help answer the Commissioner's question.

Commissioner Laydon commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item and asked counsel a clarifying question.
Jeff Garcia, County Attorney, answered the Commissioner's question.

Commissioner Laydon commented on this Item.

This is Motion No. 025-019

Commissioner Teal moved that the Board Table Pinery Planned Development, 31st Amendment - Major Planned Development Amendment. Project File: ZR2023-002.

RESULT: TABLED

MOVER: George Teal

SECONDER: Kevin Van Winkle

AYES: Teal, Commissioner Laydon and Commissioner Van Winkle

- c. Second and Final Reading of An Ordinance Establishing Business Licensure Requirements to Regulate Massage Facilities and to Regulate and Prohibit Unlawful Activities for the Sole Purpose of Deterring Illicit Massage Business and Preventing Human Trafficking, within Douglas County, Colorado.

Jeff Garcia, County Attorney, addressed the Board to present on this Item.

Commissioner Laydon commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

Public Comment: None

This is Motion No. 025-020

Chairperson Teal moved that the Board approve Second and Final Reading of An Ordinance Establishing Business Licensure Requirements to Regulate Massage Facilities and to Regulate and Prohibit Unlawful Activities for the Sole Purpose of Deterring Illicit Massage Business and Preventing Human Trafficking, within Douglas County, Colorado.

RESULT: ADOPTED

MOVER: George Teal

SECONDER: Kevin Van Winkle

AYES: Teal, Commissioner Laydon and Commissioner Van Winkle

4. Adjournment

The Next Land Use Meeting / Public Hearing Will be Held on Tuesday, February 11, 2025 @ 2:30 p.m.

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Andrew Copland, Director of Finance

DESCRIPTION: Approval of Vouchers February 4, 2025

SUMMARY: The attached printout lists vouchers and electronic funds transfers requiring Board approval.

Vouchers	\$ 2,572,401.77
Electronic Funds Transfers	\$ 32,500.13
Handwritten Checks	\$ 760,226.14
Purchasing Card Charges	\$
Election Judges	\$
TOTAL:	\$ 3,365,128.04

All vouchers, electronic fund transfers, and election judge payments have been approved and signed by a department authorized signer or an elected official. The department authorized signer or an elected official acknowledges the item or service is within the approved budgetary spending authority (Colorado Revised Statutes Title 29, Article 1) and is pursuant to Douglas County policies.

RECOMMENDED ACTION: Approval.

REVIEW:

Andrew Copland	Approve	1/28/2025
Jeff Garcia	Approve	1/30/2025
Doug DeBord	Approve	1/30/2025

ATTACHMENTS:
02.04.25 BOCC

VOUCHERS

R55AP001

**DOUGLAS COUNTY GOVERNMENT
Payment Register Report**

1/28/2025
10:07:37

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
106588	02/05/25	18TH JUDICIAL DISTRICT JUVENILE ASSESSMENT CENTER	SF1574	210	44500	CHILD WELFARE	443600	Other Professional Services	16,750.00	HUMAN SERVICES COMMUNITY ASSESSMENT
106589	02/05/25	3M COMPANY	9432048862	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	5,220.00	SIGN SHEETING & FILM
106590	02/05/25	53 CORPORATION LLC	1072501	200	800506	STORMWATER PRIORITY PROJECTS	478200	Major Maint. of Assets	42,316.00	SUGAR CREEK PIPE LINING
106591	02/05/25	ACORN PETROLEUM INC	7339IN 5710IN 6985IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	13,496.24	FUEL DROP CASTLE ROCK
				100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	2,605.57	FUEL DROP TRUMBULL
				100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	13,560.60	FUEL DROP CASTLE ROCK
								Total Payment	29,662.41	
106592	02/05/25	ADVANCED NETWORK MANAGEMENT	BD00072756 BD00072756 IN101000 IN101128 IN100271100544B IN101000 IN101000 IN101000 IN101000 IN101127 IN101127 IN101127	200 200 100 100 100 100 100 100 100 100 100 100	31000 31000 18900 18900 800900 18900 18900 18900 18900 18900 18900 18900	FUND ADMIN.-ROAD BRIDGE FUND ADMIN.-ROAD BRIDGE SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE TECHNOLOGY FUND SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE	474500 444500 444500 444550 444550 444500 444500 444500 444550 444550 444550 444500	Computer Equipment Software/Hardware Supp./Maint. Software/Hardware Supp./Maint. Software/Hardware Subscription Software/Hardware Subscription Software/Hardware Supp./Maint. Software/Hardware Supp./Maint. Software/Hardware Subscription Software/Hardware Subscription Software/Hardware Subscription Software/Hardware Subscription Software/Hardware Supp./Maint.	943.63 159.36 15,264.00 34,800.00 3,745.96 1,152.00 115,200.00 8,064.00 28,969.20 11,223.50 4,220.33	PUBLIC WORKS NORTHWEST IT PROJECT PUBLIC WORKS NORTHWEST IT PROJECT FLEX 2025 ISE SUBSCRIPTION 2025 DNA ADVANTAGE LANSING FLEX 2025 FLEX 2025 FLEX 2025 FLEX 2025 FLEX 2025 FLEX 2025
								Total Payment	223,741.98	
106593	02/05/25	AKKODIS INC	13388192 13411061	100 100	800900 800900	TECHNOLOGY FUND TECHNOLOGY FUND	432100 432100	Contract Work/Temporary Agency Contract Work/Temporary Agency	18,630.00 2,160.00	WORKFORCE CONSULTANT WORKFORCE CONSULTANT
								Total Payment	20,790.00	
106594	02/05/25	ALCOHOL MONITORING SYSTEMS INC	330939	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	3,377.00	ALCOHOL MONITORING FEES
106595	02/05/25	ALFRED BENESCH & COMPANY	306757 304546 304546 304546 306750 306720 306750 306987 306750 306723	235 230 230 230 230 230 230 230 230 200	801507 800461 800461 800461 800461 800437 800461 800129 800461 800503	SAFER MAIN STREETS PROJECTS COUNTY LINE/HOLLY TO BROADWAY COUNTY LINE/HOLLY TO BROADWAY COUNTY LINE/HOLLY TO BROADWAY COUNTY LINE/HOLLY TO BROADWAY BRIDGE REPAIR PROJECTS COUNTY LINE/HOLLY TO BROADWAY I-25 FRONTAGE RD(TOMAH-DAWSON) COUNTY LINE/HOLLY TO BROADWAY EMERGENCY STORM DRAINAGE	467400 468250 468200 473200 468250 478300 468200 473100 473200 443600	State-CDOT Intergovernmental-Centennial Intergovernmental-Littleton Road-St Drainage-Construction Intergovernmental-Centennial Major Maint. Repair Projects Intergovernmental-Littleton Roads, St., Drainage-Eng. Road-St Drainage-Construction Other Professional Services	3,311.00 187.20 41.60 187.20 140.40 4,281.00 31.20 117,209.52 140.40 27,379.99	CONSTRUCTION MANAGEMENT SERVICES - C470 TRAIL & UNIVERSITY CONSTRUCTION MANAGEMENT SERVICES - COUNTY LINE RD CONSTRUCTION MANAGEMENT SERVICES - COUNTY LINE RD CONSTRUCTION MANAGEMENT SERVICES - COUNTY LINE RD CONSTRUCTION MANAGEMENT SERVICES - COUNTY LINE RD HESS RD SOUTH BRIDGE REPAIR CONSTRUCTION MANAGEMENT SERVICES - COUNTY LINE RD CONSTRUCTION MANAGEMENT SERVICES - WEST FRONTAGE RD CONSTRUCTION MANAGEMENT SERVICES - COUNTY LINE RD CONSTRUCTION MANAGEMENT SERVICES ON CALL
								Total Payment	152,909.51	
106596	02/05/25	ALLIED UNIVERSAL SECURITY SERVICE	16571565 16571562 16573282 16571561 16571564 16571563	100 100 100 100 100 100	19100 19100 21400 21400 19100 19100	FACILITIES ADMINISTRATION FACILITIES ADMINISTRATION COURT SERVICES COURT SERVICES FACILITIES ADMINISTRATION FACILITIES ADMINISTRATION	443350 443350 443350 443350 443350 443350	Security Services Security Services Security Services Security Services Security Services Security Services	5,525.52 5,525.52 5,487.98 47,884.63 15,122.26 5,548.06	GUARD SERVICES - PMC GUARD SERVICES - WILDCAT GUARD SERVICES - HIGHLANDS RANCH SUBSTATION GUARD SERVICES - JUSTICE CENTER GUARD SERVICES - DOWNTOWN GUARD SERVICES - HHS
								Total Payment	85,093.97	
106597	02/05/25	AMERICAN TOWER CORPORATION	FEB2025	100	19150	JUSTICE CENTER FACILITY MGMT	451100	Building/Land Lease/Rent	3,422.00	FEB 2025 LEASE - ROCKY POINT TOWER

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
106598	02/05/25	ARAPAHOE/DOUGLAS WORKS WORKFORCE CENTER	1800008095 1800008095TANF	210	44275	EMPLOYMENT FIRST	443600	Other Professional Services	13,175.26	DEC 2024 EMPLOYMENT FIRST
				210	44400	TANF BLOCK GRANT	443600	Other Professional Services	12,222.31	DEC 2024 TANF CASE MANAGEMENT
Total Payment									25,397.57	
106599	02/05/25	ARCHITERRA GROUP INC	7997 8051 8054 8068	250	850817	MACANTA REGIONAL PARK	473500	Parks & Recreation Improvement	1,075.20	CONSTRUCTION DOCUMENTS
				250	850817	MACANTA REGIONAL PARK	473500	Parks & Recreation Improvement	662.50	MACANTA REGIONAL PARK
				250	850808	BLUFFS REGIONAL PARK (STX)	443600	Other Professional Services	1,408.75	BLUFFS REGIONAL PARK
				250	53740	PARKS SALES & USE TAX - PARKS	443600	Other Professional Services	1,579.75	CHERRY CREEK TRAIL
Total Payment									4,726.20	
106600	02/05/25	ARMORED KNIGHTS INC	9491	100	21125	SUPPORT SERVICES	447500	Other Purchased Services	620.60	ARMORED CAR SERVICES
106601	02/05/25	AUTOAUTO WASH LLC	W055894 W055895	100	19920	FLEET-CAR WASH FACILITY	436600	Other Repair & Maint. Supplies	1,724.44	PARKER CAR WASH SUPPLIES
				100	19920	FLEET-CAR WASH FACILITY	436600	Other Repair & Maint. Supplies	844.68	CASTLE ROCK CAR WASH SUPPLIES
Total Payment									2,569.12	
106602	02/05/25	AVERETT, ASHLEY	120224-122024	210	44150	ADULT PROTECTION	445300	Travel Expense	241.60	MILEAGE REIMBURSEMENT
106603	02/05/25	AZTEC SURVEYING AND LOCATING	1589	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	630.00	SURVEY AND LOCATE OF UTILITIES
106604	02/05/25	BEACON COMMUNICATIONS LLC	33537	210	44100	ADMINISTRATION BLOCK GRANT	474500	Computer Equipment	11,233.14	HS SENIOR CTR HEARING ASSIST
106605	02/05/25	BEYOND THE BADGE LLC	122024DCSOREIMBURSEMENT 122024DCSO	100	21130	EMPLOYEE WELLNESS	447500	Other Purchased Services	589.13	MENTAL HEALTH SERVICES
				100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	7,700.00	MENTAL HEALTH SERVICES
Total Payment									8,289.13	
106606	02/05/25	BLACK HILLS ENERGY	3652893639/011525	100	19100	FACILITIES ADMINISTRATION	450220	Gas	102.02	104 FOURTH ST
106607	02/05/25	BRADLEY, JUSTIN	011525-011625	295	861305	RMHIDTA INTELLIGENCE	445300	Travel Expense	614.52	TASK FORCE MEETING, SALT LAKE CITY, UT
106608	02/05/25	BRIDGEVIEW IT INC	19090 19089	100	18100	IT ADMINISTRATION	432100	Contract Work/Temporary Agency	6,840.00	IT SUPPORT
				100	18100	IT ADMINISTRATION	432100	Contract Work/Temporary Agency	7,203.00	IT SUPPORT
Total Payment									14,043.00	
106609	02/05/25	CASI COLORADO ASPHALT SERVICES INC	66546	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	3,051.20	COLD MIX PARKER
106610	02/05/25	CATHOLIC CHARITIES OF CENTRAL COLORADO	CSBG11 CSBG12 CSBG10	100	861549	COMMUNITY SERVICES BLOCK GRANT	447500	Other Purchased Services	200.00	NOV 2024 CASE MANAGEMENT
				100	861549	COMMUNITY SERVICES BLOCK GRANT	447500	Other Purchased Services	200.00	DEC 2024 CASE MANAGEMENT
				100	861549	COMMUNITY SERVICES BLOCK GRANT	447500	Other Purchased Services	300.00	OCT 2024 CASE MANAGEMENT
Total Payment									700.00	
106611	02/05/25	CENTER COPY BOULDER, INC.	69154 69158	100	802034	COMMUNITY MENTAL HEALTH SFY25	440100	Printing/Copying/Reports	33.60	BUSINESS CARDS
				100	21125	SUPPORT SERVICES	440100	Printing/Copying/Reports	184.80	ENVELOPES
Total Payment									218.40	
106612	02/05/25	CENTRAL SALT LLC	PSI2502909	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	4,093.32	BULK SALT PARKER STOCK
106613	02/05/25	CHATO'S CONCRETE LLC	1219	100	12500	ELECTIONS AND REGISTRATION	443600	Other Professional Services	2,500.00	VOTING DROP BOX CONCRETE PAD
106614	02/05/25	CIRCULAR EDGE LLC	29117	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	10,000.00	DEC 2024 JDE SUPPORT
106615	02/05/25	COFFEE, RONALD	100824-102324PERDIEM	100	21825	COOPERATORS INCIDENTS	445300	Travel Expense	9,692.62	FIRE ASSIGNMENT BACKFILL
106616	02/05/25	COLLINS ENGINEERS INC	157660005	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	443400	General Engineering Services	900.00	NOV-DEC 2024 INSPECTIONS
106617	02/05/25	COLORADO DEPARTMENT OF PUBLIC HEALTH	WC251162948	200	800100	CONTRACTED MAJOR ROAD MAINT	473100	Roads, St., Drainage-Eng.	350.00	ANNUAL PERMIT
106618	02/05/25	COMPUTRONIX (USA) INC	7239	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	7,990.00	POSSE SUSTAIN
106619	02/05/25	COOK STREET CONSULTING	11367525002	100	17100	HR ADMIN	443600	Other Professional Services	15,000.00	Q1 2025 CONSULTING SERVICES

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
106620	02/05/25	CORE ELECTRIC COOPERATIVE	43469900/012125	100	32100	WASTE TRANSFER SITES	450210	Electric	417.46	7826 COUNTY RD 67
106621	02/05/25	COSTAR REALTY INFORMATION INC	121651150	100	14100	ASSESSOR ADMINISTRATION	444500	Software/Hardware Supp./Maint.	8,412.21	Q1 2025 APPRAISAL SOFTWARE SUBSCRIPTION
106622	02/05/25	CRISIS CENTER	DV181819	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	1,922.25	DEC 2024 SERVICES
106623	02/05/25	DAVID R KEMP PLUS INC	800	100	55200	FAIRGROUND OPERATIONS	444700	Other Repair & Maint. Service	885.00	EVENTS CENTER PAINTING
106624	02/05/25	DEVELOPMENTAL PATHWAYS INC	3	296	861582	ARPA - CARE COMPACT	443600	Other Professional/Partner Svs	2,429.04	DEC 2024 CASE MANAGEMENT
106625	02/05/25	DIRT COFFEE BAR	DDMLJAN25	100	45100	DEVELOPMENTAL DISABILITIES-ADM	465200	DD Grant	24,400.00	DEVELOPMENTAL DISABILITY MILL LEVY GRANT AWARD
106626	02/05/25	DLH ARCHITECTURE LLC	24073 25041	240 100	33215 33110	JUSTICE CNTR FACIL IMPRVMTS WILCOX BUILDING	472300 472300	Improvements Improvements	1,535.00 2,700.00	DESIGN SERVICES - JUSTICE CENTER DESIGN SERVICES - WILCOX
								Total Payment	4,235.00	
106627	02/05/25	DRC CONSTRUCTION SERVICES	241214	200	800506	STORMWATER PRIORITY PROJECTS	443600	Other Professional Services	11,122.43	HR VIDEO PROGRAM
106628	02/05/25	FELSBURG, HOLT AND ULLEVIG	43538	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	443400	General Engineering Services	1,475.00	BIKE MAP
106629	02/05/25	FILEVINE INC	INV056110 INV050413 INV058628 INV058628 INV056110	100 100 100 100 100	18900 18900 18900 18900 18900	SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE	444550 444550 444500 444550 444500	Software/Hardware Subscription Software/Hardware Subscription Software/Hardware Supp./Maint. Software/Hardware Subscription Software/Hardware Supp./Maint.	1,744.00 3,091.23 4,305.00 7,848.00 640.00	FILEVINE ADDITIONAL LICENSES FILEVINE ADDITIONAL LICENSES FILEVINE SUPPORT FILEVINE ADDITIONAL LICENSES FILEVINE SUPPORT
								Total Payment	17,628.23	
106630	02/05/25	FLOCK SAFETY	INV55881	220	22500	IMPACT UNIT/LEA	444700	Other Repair & Maint. Service	1,300.00	POLE AND CAMERA REPLACEMENT
106631	02/05/25	GADES SALES COMPANY INC	87462IN	200	31600	ENG - TRAFFIC SIGNS/STRIPING	474370	Traffic Signal Eqpmnt - Engr	11,990.00	DYNAMIC CURVE SYSTEM
106632	02/05/25	GROUND ENGINEERING CONSULTANTS	234162021 24414409	200 200	31400 31400	MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION	443600 443600	Other Professional Services Other Professional Services	12,260.00 10,665.00	MATERIALS TESTING AND CONSTRUCTION INSPECTION SERVICES MATERIALS TESTING AND CONSTRUCTION INSPECTION SERVICES
								Total Payment	22,925.00	
106633	02/05/25	HARBOUR, RICHARD	122124-122224	100	19150	JUSTICE CENTER FACILITY MGMT	445300	Travel Expense	75.04	MILEAGE REIMBURSEMENT
106634	02/05/25	HDR ENGINEERING INC	1240026107 1200685868 1200684955	230 230 200	800156 800156 800435	HILLTOP RD (REATA-SINGING HILL HILLTOP RD (REATA-SINGING HILL PINE DRIVE IMPROVEMENTS	473100 473100 443600	Roads, St., Drainage-Eng. Roads, St., Drainage-Eng. Other Professional Services	18,983.66 442.50 20,370.35	DESIGN SERVICES - HILLTOP ROAD DESIGN SERVICES - HILLTOP ROAD DESIGN SERVICES - PINE DR & PINE LN
								Total Payment	39,796.51	
106635	02/05/25	HEALTH ADVOCATE SOLUTIONS INC	DOUGLASCOUNT250115 DOUGLASCOUNT250115	100 100	100 100	GENERAL FUND GENERAL FUND	219806 219834	Accrued Advocacy Fees Accrued Emp'e Asst. Plan (EAP)	1,558.00 1,869.60	FEB 2025 HEALTH ADVOCATE SERVICES FEB 2025 HEALTH ADVOCATE SERVICES
								Total Payment	3,427.60	
106636	02/05/25	HOLCIM-WCR INC	C12020015APP3RTNG C12020015APP3	230 230	800129 800129	I-25 FRONTAGE RD(TOMAH-DAWSON) I-25 FRONTAGE RD(TOMAH-DAWSON)	211810 473200	Retainage Payable Road-St Drainage Construction	(23,913.62) 478,272.30	WEST FRONTAGE RD PROJECT WEST FRONTAGE RD PROJECT
								Total Payment	454,358.68	
106637	02/05/25	HOPSKIPDRIVE INC	25758	210	44500	CHILD WELFARE	443600	Other Professional Services	773.55	DEC 2024 CLIENT TRANSPORTATION
106638	02/05/25	HR GREEN INC	183332	100	16200	PLANNING & ZONING SERVICES	443600	Other Professional Services	315.00	DEVELOPMENT REVIEW
106639	02/05/25	HUMANE SOCIETY OF PIKES PEAK	FEB2025	100	55500	ANIMAL CONTROL	447460	Animal Control Services	43,921.67	FEB 2025 ANIMAL SERVICES
106640	02/05/25	ICON ENGINEERING INC	19431	200	800503	EMERGENCY STORM DRAINAGE	443600	Other Professional Services	840.00	HIGHLANDS RANCH MANHOLES
106641	02/05/25	JOHNSON, ERIN	010325-010625	210	44100	ADMINISTRATION BLOCK GRANT	433220	Food & Beverage Supplies	212.08	EMPLOYEE RECOGNITION

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
106642	02/05/25	KNOTH III, JOHN F	11725	220	800595	MOUNTED PATROL	447500	Other Purchased Services	140.00	FARRIER SERVICE REIMBURSEMENT
106643	02/05/25	KR CONSTRUCTION GROUP INC	KR24086APP1 KR24086APP1RTNG	240 100	33215 33215	JUSTICE CNTR FACIL IMPRVMENTS JUSTICE CNTR FACIL IMPRVMENTS	472300 211810	Improvements Retainage Payable	87,292.94 <u>(4,364.66)</u>	JUSTICE CENTER REMODEL JUSTICE CENTER REMODEL
								Total Payment	82,928.28	
106644	02/05/25	KUBAT EQUIPMENT AND SERVICE COMPANY LLC	80319 78480	330 330	33300 33300	P.W. COMPLEX FACILITIES P.W. COMPLEX FACILITIES	474800 474800	Other Machinery & Equip. Other Machinery & Equip.	3,382.00 <u>5,668.50</u>	VEEDER ROOT - PARKER VEEDER ROOT - HERITAGE HILLS REGIONAL PARK
								Total Payment	9,050.50	
106645	02/05/25	LANGUAGE TESTING INTERNATIONAL	L93323IN	100	44100	ADMINISTRATION BLOCK GRANT	447900	Recruitment Costs	63.00	TESTING SERVICES
106646	02/05/25	LIGHTING ACCESSORY & WARNING SYSTEMS	25206	220	22120	FLEET - LEA	474300	Cars, Vans, Pickups	2,635.00	VEHICLE UPFIT
106647	02/05/25	LIVING CENTER LLC	927 927	100 100	44100 18300	ADMINISTRATION BLOCK GRANT INFRASTRUCTURE & OPS	443100 443100	Medical, Dental & Vet Services Medical, Dental & Vet Services	110.00 <u>110.00</u>	ERGONOMIC EVALUATIONS ERGONOMIC EVALUATIONS
								Total Payment	220.00	
106648	02/05/25	LOVEGROVE, JESSE	122524	100	19150	JUSTICE CENTER FACILITY MGMT	445300	Travel Expense	31.76	MILEAGE REIMBURSEMENT
106649	02/05/25	MAINTENANCE RESOURCES	2411170 2501105 2501103 2501104 2501103	100 100	19100 19180 19100 19175 19100	FACILITIES ADMINISTRATION UNIFIED METROPOLITAN FORENSIC FACILITIES ADMINISTRATION HIGHLANDS RANCH SUBSTATION FAC FACILITIES ADMINISTRATION	444400 444400	Service Contracts Service Contracts	362.18 1,675.00 594.00 594.00 860.00 1,150.00 8,194.00 2,561.00 486.00 1,125.00 865.00 3,550.00 594.00 486.00 865.00 870.00 425.00 1,415.00 5,352.00 <u>5,190.00</u>	JANITORIAL SERVICES JANITORIAL SERVICES
								Total Payment	37,213.18	
106650	02/05/25	MCLAUGHLIN COUNSELING	FLEX13628	210	44500	CHILD WELFARE	443600	Other Professional Services	2,700.00	TESTIMONY SERVICES
106651	02/05/25	MONZANI, MARY A	021624REIMBURSEMENT 021624REIMBURSEMENT	250 250	53500 53500	OPEN SPACE OPEN SPACE	445300 445200	Travel Expense Metro Area Meeting Expense	40.87 <u>288.68</u>	MILEAGE REIMBURSEMENT MEETING SUPPLIES REIMBURSEMENT
								Total Payment	329.55	
106652	02/05/25	MORTENSEN MOUNTAIN LLC	72	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	150.00	CLEANING SERVICES - DAKAN MOUNTAIN RESTROOM
106653	02/05/25	NEW COVENANT FELLOWSHIP CHURCH	RENT/2025	100	19150	JUSTICE CENTER FACILITY MGMT	451100	Building/Land Lease/Rent	27,710.17	2025 RENT - NEW COVENANT TOWER
106654	02/05/25	OPTUM FINANCIAL INC	562751828 562751828 562751828	100 100 100	17100 17100 17100	HR ADMIN HR ADMIN HR ADMIN	443600 443600 443600	Other Professional Services Other Professional Services Other Professional Services	1,188.00 690.00 <u>1,034.21</u>	RETIREMENT ACCOUNT SERVICES RETIREMENT ACCOUNT SERVICES RETIREMENT ACCOUNT SERVICES
								Total Payment	2,912.21	
106655	02/05/25	OUTPUT SERVICES INC	INV122912	100	12400	MOTOR VEHICLE	444400	Service Contracts	3,176.26	JAN 2025 DMV RENEWALS
106656	02/05/25	PALLAS, TONNA	16H12G851615/102824	620	19400	UI/WC/DISABILITY SELF-INS.	458400	Workers Compensation Claims	340.00	INSURANCE CLAIM

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
			16H12G851615/121724	620	19400	UI/WC/DISABILITY SELF-INS.	458400	Workers Compensation Claims	850.00	INSURANCE CLAIM
								Total Payment	1,190.00	
106657	02/05/25	PMAM CORPORATION	202412084	220	822150	FALSE ALARM REDUCTION PROGRAM	447260	Alarm Administration Expenses	75,982.86	DEC 2024 ALARM EXPENSE
			202412084	220	822150	FALSE ALARM REDUCTION PROGRAM	342330	Alarm Registration Fees	560.00	DEC 2024 ALARM EXPENSE
			202412084	220	822150	FALSE ALARM REDUCTION PROGRAM	342330	Alarm Registration Fees	132.00	DEC 2024 ALARM EXPENSE
								Total Payment	76,674.86	
106658	02/05/25	PRECISION DYNAMICS CORPORATION	9358028209	100	21500	DETENTION	433400	Operating Supplies	615.25	DETENTION SUPPLIES
106659	02/05/25	PROFESSIONAL DEVELOPMENT ACADEMY LLC	129928	100	17100	HR ADMIN	446100	Conference,Seminar, Train Fees	1,995.00	LEADERSHIP TRAINING
106660	02/05/25	PSYCHOLOGICAL DIMENSIONS LLC	8905	100	21155	HIRING	447900	Recruitment Costs	1,125.00	PRE-EMPLOYMENT TESTING
			8852	100	21155	HIRING	447900	Recruitment Costs	2,650.00	PRE-EMPLOYMENT TESTING
								Total Payment	3,775.00	
106661	02/05/25	RESPEC CONSULTING & SERVICES	INV12240897	200	800506	STORMWATER PRIORITY PROJECTS	443600	Other Professional Services	3,937.50	LAKESHORE STORM SEWER
106662	02/05/25	REXEL USA INC	S140690705003	100	802035	ENERGY EFFICIENCY & CONSERV	433400	Operating Supplies	12,229.38	LIGHTING
106663	02/05/25	RMS RECOVERY MONITORING SOLUTIONS	10058697	210	44500	CHILD WELFARE	447500	Other Purchased Services	1,950.00	TESTING SERVICES
			10058595	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	380.00	TESTING SERVICES
			10058594	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	1,546.00	TESTING SERVICES
								Total Payment	3,876.00	
106664	02/05/25	SANDOVAL ELEVATOR COMPANY LLC	10401	100	55200	FAIRGROUND OPERATIONS	444700	Other Repair & Maint. Service	412.50	ELEVATOR REPAIR - FAIRGROUNDS
106665	02/05/25	SCHEUBER & DARDEN ARCHITECTS	CONVERSERANCHCC1	250	807014	PRAIRIE CANYON RANCH	443600	Other Professional Services	500.00	CHICKEN COOP
			COLUMBINEOS3	250	53760	PARKS SALES & USE TAX-COLUMBIN	443600	Other Professional Services	1,000.00	COLUMBINE RESTORATION PROJECT
								Total Payment	1,500.00	
106666	02/05/25	SEMPERA	DC123124RF/123124	100	18100	IT ADMINISTRATION	432100	Contract Work/Temporary Agency	3,932.50	DATA MANAGEMENT CONSULTING SERVICES
			DC123124RF	100	18100	IT ADMINISTRATION	432100	Contract Work/Temporary Agency	6,727.50	DATA MANAGEMENT CONSULTING SERVICES
								Total Payment	10,660.00	
106667	02/05/25	SENTINEL TECHNOLOGIES	INV25815	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	7,024.00	SHAREPOINT SUPPORT
106668	02/05/25	SOURCES INC	51977	100	802034	COMMUNITY MENTAL HEALTH SFY25	433500	Clothing & Uniforms	252.12	COMMUNITY RESPONSE TEAM UNIFORMS
106669	02/05/25	STUART, RAVEN	11025	210	44100	ADMINISTRATION BLOCK GRANT	445300	Travel Expense	106.68	MILEAGE REIMBURSEMENT
106670	02/05/25	T4S PARTNERS INC	3711	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	9,000.00	TAX ROLL SUPPORT
106671	02/05/25	TELLIGEN	INV0000122558	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	1,682.22	DISEASE MANAGEMENT
			INV0000122570	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	1,253.73	AT RISK/LIFESTYLE COACHING
			INV0000122572HRA	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	78.00	HEALTH RISK ASSESSMENTS
			INV0000122572PFF	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	252.00	PHYSICIAN FAX FORMS
			INV0000122572WP	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	2,041.66	WELLNESS PORTAL
								Total Payment	5,307.61	
106672	02/05/25	TOWN OF LARKSPUR	BUSBDEC2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468300	Intergovernmental-Larkspur	65.34	Q4 2024 R&B TAXES
106673	02/05/25	TRINITY SERVICES GROUP INC	3011500157	100	21500	DETENTION	447150	Inmate Meals	16,295.56	INMATE MEALS
106674	02/05/25	VANDERBILT UNIVERSITY MEDICAL CENTER	VDCC4891332	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	121.00	REDCAP PROJECT FEES
106675	02/05/25	WATER & EARTH TECHNOLOGIES INC	5262	200	800506	STORMWATER PRIORITY PROJECTS	473100	Roads, St., Drainage-Eng.	12,480.00	FLOOD NETWORK
106676	02/05/25	WEBOLUTIONS INC	INV54418	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	2,265.00	WEBSITE TROUBLESHOOTING
106677	02/05/25	WEIS, KEITH	010925-010925	295	861300	RMHIDTA MGMT & COORDINATION	445300	Travel Expense	27.90	TASK FORCE MEETING, WELD COUNTY, CO

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
			011525-011625	295	861300	RMHIDTA MGMT & COORDINATION	445300	Travel Expense	527.74	TASK FORCE MEETING SALT LAKE CITY, UT
								Total Payment	555.64	
106678	02/05/25	WESTERN PAPER DISTRIBUTORS	5064508	100	19150	JUSTICE CENTER FACILITY MGMT	433900	Janitorial Supplies	9,026.88	JANITORIAL SUPPLIES
106679	02/05/25	WESTON, GARY L	120224-123124	296	861577	ARPA-REVENUE REPLACEMENT	443600	OPS/Veterans MH	975.00	DEC 2024 VSO STIPEND
106680	02/05/25	WICHT, JEREMY	011325-011625	295	861350	RMHIDTA TRAINING	445300	Travel Expense	1,223.76	COUNTER DRUG TRAINING, KALISPELL, MT
106681	02/05/25	ZAPFE, TINY	022624-110524	100	12500	ELECTIONS AND REGISTRATION	445300	Travel Expense	89.11	MILEAGE REIMBURSEMENT
525303	02/04/25	ADAM'S CAMP	DDMLJAN25	100	45100	DEVELOPMENTAL DISABILITIES-ADM	465200	DD Grant	44,357.00	DEVELOPMENTAL DISABILITY MILL LEVY GRANT
525304	02/04/25	ADAMS, JOHN	12022024	100	55250	COUNTY FAIR	446100	Conference,Seminar/Fair Rodeo	75.00	RODEO REGISTRATION FEE
525305	02/04/25	ADP INC	674568036	100	800900	TECHNOLOGY FUND	444500	Software/Hardware Supp./Maint.	4,000.00	AQUERA SYNC BRIDGE 2024
525306	02/04/25	ALLIANCE ADJUSTING GROUP	2025004	630	19450	LIABILITY AND PROPERTY INS.	458150	Insurance Claims-Liability	140.00	INSURANCE CLAIM
525307	02/04/25	BLAIS, TIMOTHY	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	212.14	REGISTRATION REFUND
525308	02/04/25	BLOCKS OF LIFE	011025	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	7,500.00	EARLY CHILDHOOD COUNCIL CONTRACTOR
525309	02/04/25	BROGDON, CYNTHIA A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	59.25	REGISTRATION REFUND
525310	02/04/25	BUSS, RICHARD B	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	426.32	REGISTRATION REFUND
525311	02/04/25	CARRIER WEST	50159149	100	19125	FACILITIES MANAGEMENT	436600	Other Repair & Maint. Supplies	507.32	REPAIR SERVICES
525312	02/04/25	CHANEY, SARAH C	122124	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	33.00	VITAL RECORDS REFUND
525313	02/04/25	CHILDREN'S HOSPITAL COLORADO	ML00002106	100	23150	MAJOR CRIMES SECTION	443100	Medical, Dental & Vet Services	800.00	EXAMINATION SERVICES
525314	02/04/25	COLORADO ASSESSORS ASSOCIATION	28219QTR4	100	14100	ASSESSOR ADMINISTRATION	446100	Conference,Seminar, Train Fees	710.00	EDUCATIONAL CLASSES
525315	02/04/25	COLORADO STATE UNIVERSITY EXTENSION	CY244THQTR	100	55100	EXTENSION	447500	Other Purchased Services	91,894.49	Q4 2024 CSU EXTENSION PROGRAM
525316	02/04/25	CONTACT WIRELESS	40751437	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	1,189.89	TEXTING SERVICE
525317	02/04/25	CORRAL, NATASHA	120224-122724	210	44500	CHILD WELFARE	445300	Travel Expense	125.22	MILEAGE REIMBURSEMENT
525318	02/04/25	CSST SOFTWARE LLC	854333692	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	200.43	COMMUNITY JUSTICE STORAGE ANALYSIS
525319	02/04/25	D L ADAMS ASSOCIATES	104883	100	16200	PLANNING & ZONING SERVICES	443600	Other Professional Services	2,067.50	NOISE IMPACT STUDIES
525320	02/04/25	DANGER IS MY NAME LLC	MV REFUND/012725	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	791.10	REGISTRATION REFUND
525321	02/04/25	DENVER HEALTH & HOSPITAL AUTHORITY	G110618	217	46200	EMERGENCY PREP/DISEASE CONTROL	443600	Other Professional Services	4,478.50	Q4 2024 SERVICES
525322	02/04/25	DESIGN WORKSHOP INC	80146	330	33550	FAIRGROUND LAND and FACILITIES	443600	Other Professional Services	13,668.00	DESIGN SERVICES - FAIRGROUNDS
525323	02/04/25	DEYOUNG, JASON	5901	100	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/FMWRM Wildfire	2,400.00	WILDFIRE MITIGATION PROGRAM
525324	02/04/25	DRAB, LORI & STEPHEN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	25.00	REGISTRATION REFUND
525325	02/04/25	DUNNING, KIRSTEN	073024-121624	100	11400	COUNTY MANAGER	445300	Travel Expense	257.62	JUL-DEC 2024 MILEAGE REIMBURSEMENT
525326	02/04/25	ELBERT COUNTY GOVERNMENT	201	217	861057	TPEP - TOBACCO PREV & ED PROG	443600	Other Professional Services	441.48	TOBACCO PREVENTION INITIATIVE
525327	02/04/25	EMR ENTERPRISES LLC	2403601	200	800506	STORMWATER PRIORITY PROJECTS	478200	Major Maint. of Assets	36,192.25	PINERY POND VEGETATION REMOVAL
525328	02/04/25	EVANS, THERESA & JARROD	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	311.72	REGISTRATION REFUND

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
525329	02/04/25	FINNIN, TODD & ERIN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	28.02	REGISTRATION REFUND
525330	02/04/25	FLENTGE, EVAN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	68.64	REGISTRATION REFUND
525331	02/04/25	FRANKTOWN ANIMAL CLINIC	760935	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	79.11	VETERINARY SERVICES
			760928	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	79.11	VETERINARY SERVICES
			760915	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	138.08	VETERINARY SERVICES
			760918	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	106.68	VETERINARY SERVICES
			760929	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	79.11	VETERINARY SERVICES
			760919	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	143.61	VETERINARY SERVICES
			760011	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	234.96	VETERINARY SERVICES
			760442	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	202.03	VETERINARY SERVICES
			760443	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	155.20	VETERINARY SERVICES
			760445	220	800540	K-9 UNIT	443100	Medical, Dental & Vet Services	31.45	VETERINARY SERVICES
			759806	220	22400	COMMUNITY RESOURCES	443100	Medical, Dental & Vet Services	22.54	VETERINARY SERVICES
								Total Payment	1,271.88	
525332	02/04/25	FRONTIER BUSINESS PRODUCTS	950778	295	861305	RMHIDTA INTELLIGENCE	444500	Software/Hardware Supp./Maint.	2,658.00	IT NETWORK SUPPORT
			950779	295	861305	RMHIDTA INTELLIGENCE	444500	Software/Hardware Supp./Maint.	3,000.00	IT NETWORK SUPPORT
								Total Payment	5,658.00	
525333	02/04/25	FRONTIER FIRE PROTECTION LLC	W00085551A	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	700.00	JUSTICE CENTER KITCHEN HOOD DEFICIENCIES
525334	02/04/25	GATES, DANESSA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	216.95	REGISTRATION REFUND
525335	02/04/25	GOODMAN, MICHAEL E	MV REFUND/012325	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,354.18	REGISTRATION REFUND
525336	02/04/25	GRACO INC	50000678	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436200	Equip. & Motor Vehicle Parts	2,016.72	GRINDER PARTS
525337	02/04/25	GRIFFINS LLC	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	2,368.28	REGISTRATION REFUND
525338	02/04/25	HANSON, MATTHEW & ASHLEY	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	45.47	REGISTRATION REFUND
525339	02/04/25	HIRSCHMAN, MICHAEL	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	487.19	REGISTRATION REFUND
			MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	99.47	REGISTRATION REFUND
			MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	35.28	REGISTRATION REFUND
			MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	29.56	REGISTRATION REFUND
								Total Payment	651.50	
525340	02/04/25	ICIMS, INC	ICI289004	100	17100	HR ADMIN	447900	Recruitment Costs	9,019.34	SKILLSURVEY REFERENCE
525341	02/04/25	IMAGEFIRST	265442441	100	23100	CORONER	443600	Other Professional Services	57.45	LAUNDRY SERVICE
525342	02/04/25	INJURY CARE ASSOCIATES	2909	100	21155	HIRING	443100	Medical, Dental & Vet Services	150.00	PRE-EMPLOYMENT PHYSICALS
			2909	100	21155	HIRING	447900	Recruitment Costs	1,985.00	PRE-EMPLOYMENT PHYSICALS
								Total Payment	2,135.00	
525343	02/04/25	JAGUAR LAND ROVER COLORADO SPRINGS	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	195.99	REGISTRATION REFUND
525344	02/04/25	JOHNSON, CARL M	123024	217	46100	DC HEALTH DEPT ADMIN	445300	Travel Expense	20.00	VITAL RECORDS REFUND
525345	02/04/25	LAWLER, JOLEE	121724	217	46100	DC HEALTH DEPT ADMIN	445300	Travel Expense	20.00	VITAL RECORDS REFUND
525346	02/04/25	LE, ENRICO	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,698.04	REGISTRATION REFUND
525347	02/04/25	LIN, WEI MING	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	23.52	REGISTRATION REFUND
525348	02/04/25	LITTLETON U PULL CAR AND TRUCK	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	765.66	REGISTRATION REFUND
525349	02/04/25	MARUCCO, STODDARD, FERENBACH & WALSH INC	7806	100	11900	CENTRAL SERVICES	443600	Other Professional Services	4,700.00	ACCESSIBILITY TRAINING

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
			7736	100	11900	CENTRAL SERVICES	443600	Other Professional Services	165.00	ACCESSIBILITY TRAINING
								Total Payment	4,865.00	
525350	02/04/25	MILE HIGH YOUTH CORPS	DC002019	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT REFUND
525351	02/04/25	MILLER, VALERA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	69.68	REGISTRATION REFUND
525352	02/04/25	MOMENTUM TELECOM INC	538507	295	861305	RMHIDTA INTELLIGENCE	442400	Telephone/Communications	265.32	TELECOM SERVICES
			538507	295	861300	RMHIDTA MGMT & COORDINATION	442400	Telephone/Communications	206.36	TELECOM SERVICES
			538507	295	861350	RMHIDTA TRAINING	442400	Telephone/Communications	117.93	TELECOM SERVICES
								Total Payment	589.61	
525353	02/04/25	MULLER ENGINEERING COMPANY INC	39620	230	800434	BROADWAY/HRP INTERSECTION	473100	Roads, St., Drainage-Eng.	19,672.59	BROADWAY & HIGHLANDS RANCH PKWY DESIGN
525354	02/04/25	NAMI ARAPAHOE-DOUGLAS COUNTIES	1090	296	861577	ARPA-REVENUE REPLACEMENT	465100	Contribution- Misc/Suicide Prv	90,000.00	SUICIDE PREVENTION GRANT
525355	02/04/25	NATIONAL COUNCIL FOR MENTAL WELLBEING	INV177673N5B8G1	100	802032	HB22-1281 CI SFY2025	446500	Other Training Services	14,100.00	MENTAL HEALTH FIRST AID COURSES
525356	02/04/25	NIKITA KING COUNSELING LLC	275	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	80.00	COUNSELING SERVICES
525357	02/04/25	NMS LABS	1261557	100	23100	CORONER	443560	Forensic Testing	2,938.00	TESTING SERVICES
525358	02/04/25	OLICHNEY, MICHELLE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	74.82	REGISTRATION REFUND
525359	02/04/25	OLSEN, BARBARA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	117.56	REGISTRATION REFUND
525360	02/04/25	PARKER WATER & SANITATION DISTRICT	30009801/010725	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	301.70	9040 TAMMY LN
525361	02/04/25	PARTRIDGE, JAMES & DEBORAH	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	53.70	REGISTRATION REFUND
525362	02/04/25	PHIL LONG FORD OF DENVER LLC	189020	250	53500	OPEN SPACE	474300	Cars, Vans, Pickups	112,489.00	2024 FORD F350
525363	02/04/25	PILLER, MARCUS	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	123.33	REGISTRATION REFUND
525364	02/04/25	POTTER, AMY	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	70.03	REGISTRATION REFUND
525365	02/04/25	PUBLIC SERVICE COMPANY OF COLORADO	JAN2025	100	19150	JUSTICE CENTER FACILITY MGMT	451100	Building/Land Lease/Rent	67,221.30	LEASE - C-470 TOWER
525366	02/04/25	RAISE THE FUTURE	SINV103218	210	44500	CHILD WELFARE	443600	Other Professional Services	2,068.33	FOSTER & ADOPT SERVICES
525367	02/04/25	RAMONA HAMLIN REVOCABLE TRUST	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	704.97	REGISTRATION REFUND
525368	02/04/25	REVVITY OMICS INC	5500173240	100	23100	CORONER	443560	Forensic Testing	52.50	TESTING SERVICES
525369	02/04/25	ROCK PARTS COMPANY, THE	2337/123124	100	19910	FLEET MAINTENANCE	433400	Operating Supplies	3,910.85	FLEET PARTS
			2337/123124	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	1,755.05	FLEET PARTS
								Total Payment	5,665.90	
525370	02/04/25	SALT LAKE WHOLESALE SPORTS	102079	221	27250	DCSD ELEMENTARY SRO PROG	433700	Firearm Supplies	14,036.00	AMMUNITION
			102079-3	221	27250	DCSD ELEMENTARY SRO PROG	433700	Firearm Supplies	4.00	AMMUNITION
			101993	220	22115	TRAINING - LEA	433700	Firearm Supplies	1,256.32	AMMUNITION
			102079-2	100	21120	ACADEMY TRAINING	433700	Firearm Supplies	18,000.00	AMMUNITION
			102079-1	100	21115	SHERIFF TRAINING	433700	Firearm Supplies	47,600.00	AMMUNITION
								Total Payment	80,896.32	
525371	02/04/25	SECOND WIND FUND	121154	296	861577	ARPA-REVENUE REPLACEMENT	465100	Contribution- Misc/Suicide Prv	17,784.92	SUICIDE PREVENTION GRANT
525372	02/04/25	STATE OF COLORADO	40759	100	12400	MOTOR VEHICLE	439200	Postage & Delivery Svc.	12,190.47	DEC 2024 POSTAGE
			40759	100	12400	MOTOR VEHICLE	444400	Service Contracts	4,496.00	DEC 2024 SERVICE CONTRACT
								Total Payment	16,686.47	

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Business		Business Unit Description	Object		Amount	Remark
				Fund	Unit		Acct	Account Description		
525373	02/04/25	TAFOYA, STEFANIA & SEAN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	261.45	REGISTRATION REFUND
525374	02/04/25	TORRES, SONIA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	16.41	REGISTRATION REFUND
525375	02/04/25	UNIFIRST CORPORATION	2260141182	100	19910	FLEET MAINTENANCE	433500	Clothing & Uniforms	131.85	UNIFORM SERVICE
			2260141240	100	19910	FLEET MAINTENANCE	433500	Clothing & Uniforms	43.33	UNIFORM SERVICE
									175.18	
525376	02/04/25	WOOD, JAY	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	153.23	REGISTRATION REFUND
525377	02/04/25	XCEL ENERGY	5340381720/011425	100	19100	FACILITIES ADMINISTRATION	450220	Gas	847.62	7865 LOUVIERS BLVD
525378	02/04/25	YANAM2M	20250101	296	861577	ARPA-REVENUE REPLACEMENT	465100	Contribution- Misc/Suicide Prv	180,960.00	SUICIDE PREVENTION GRANT
525379	02/04/25	CABEZA DE VACA BONILLA, ALVAR	010825-011625	210	44100	ADMINISTRATION BLOCK GRANT	445300	Travel Expense	48.72	MILEAGE REIMBURSEMENT
525380	02/04/25	GABEL, JACOB	100224	100	30200	ENGINEERING	445300	Travel Expense	120.00	TRAVEL REIMBURSEMENT
525381	02/04/25	PLUM CREEK GOLF & COUNTRY CLUB	061125	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	1,000.00	WELLNESS GOLF TOURNAMENT DEPOSIT
		FRIENDS OF THE HIGHLANDS RANCH SENIOR CENTER INC	010725	100	21100	SHERIFF ADMINISTRATION	445200	Metro Area Meeting Expense	480.00	LUNCH DUES FOR 3 DCSO MEMBERS
525383	02/04/25	HIXON INC	INV161966	200	31640	PVMNT MGT CONTRACT MNT OF COND	433400	Operating Supplies	150.40	RANGE POLE AND WOOD BUNDLE
525384	02/04/25	T-MOBILE USA INC	9591903735	100	23150	MAJOR CRIMES SECTION	443600	Other Professional Services	165.00	TOWER DUMPS
Grand Total:									<u>2,572,401.77</u>	

R55AP001

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

1/27/2025
15:45:34

<u>Payment Number</u>	<u>Payment Date</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Fund</u>	<u>Business Unit</u>	<u>Business Unit Description</u>	<u>Object Acct</u>	<u>Account Description</u>	<u>Amount</u>	<u>Remark</u>
200727	01/24/25	MASTER'S TOUCH, THE	E93372	100	13100	TREASURER	439200	Postage & Delivery Svc.	32,500.13	POSTAGE
Grand Total:									<u><u>32,500.13</u></u>	

R55AP001

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

1/28/2025
10:37:11

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
106581	01/27/25	AA TARGETS	1578	100	861613	CO PARKS AND WILDLIFE RANGE	465100	Contributions - Misc.	345,361.00	SHOOTING RANGE MATERIALS
106582	01/28/25	CHANDLER ASSET MANAGEMENT INC	2412DOUGLASC	100	13100	TREASURER	443150	Acctg & Financial Services	10,958.33	DEC 2024 INVESTMENT ADVISOR FEE
106583	01/28/25	CITY OF LONE TREE	SHAREBACKNOVDEC2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468600	Intergovernmental-Lone Tree	14,893.29	DEC 2024 ROAD AUTO USE TAX SHAREBACK
			SHAREBACKNOVDEC2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468600	Intergovernmental-Lone Tree	191,779.81	NOV 2024 ROAD SALES TAX SHAREBACK
			SHAREBACKNOVDEC2024	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468600	Intergovernmental-Lone Tree	(4,210.63)	NOV 2024 DEDUCT OUT OF TOWN SALES TAX
								Total Payment	202,462.47	
106584	01/28/25	COHERO	24121901	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	23,203.00	SOFTWARE CONSULTING AND DEVELOPMENT
106585	01/28/25	WELLS FARGO BANK - GOVERNMENT	DECEMBER 2024/2024095	100	13100	TREASURER	443550	Banking Service Fees	2,374.25	DEC 2024 BANK FEES
525292	01/27/25	WHEELER, GWYN	06011994	630	19450	LIABILITY AND PROPERTY INS.	458150	Insurance Claims-Liability	11,446.66	INSURANCE CLAIM
			060194	630	19450	LIABILITY AND PROPERTY INS.	458150	Insurance Claims-Liability	9,900.00	INSURANCE CLAIM
								Total Payment	21,346.66	
525293	01/27/25	XCEL ENERGY	5340381888/011525	100	19100	FACILITIES ADMINISTRATION	450210	Electric	798.85	9651 S QUEBEC ST - LIGHTS
525294	01/27/25	XCEL ENERGY	5319854772/011525	100	19100	FACILITIES ADMINISTRATION	450210	Electric	543.46	9651 S QUEBEC ST
525295	01/27/25	XCEL ENERGY	5340380616/011525	100	19100	FACILITIES ADMINISTRATION	450210	Electric	262.05	9651 S QUEBEC ST
525296	01/27/25	XCEL ENERGY	5319739830/011725	100	19100	FACILITIES ADMINISTRATION	450220	Gas	144.65	2223 N WILDCAT RESERVE PKWY
525297	01/27/25	XCEL ENERGY	5300104521330/011725	100	19100	FACILITIES ADMINISTRATION	450210	Electric	878.68	8500 MOORE RD
525298	01/27/25	XCEL ENERGY	5340381811/011525	100	19100	FACILITIES ADMINISTRATION	450220	Gas	433.97	9651 S QUEBEC ST - GAS
			5340381811/011525	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,325.67	9651 S QUEBEC ST - ELECTRIC
								Total Payment	1,759.64	
525299	01/27/25	ARNOLD, MATTHEW T	011425	100	19450	LIABILITY AND PROPERTY INS.	458100	Insurance Claims-Property	90,000.00	SETTLEMENT AGREEMENT
525300	01/27/25	ROBERT M LIECHTY PC	011425	100	19450	LIABILITY AND PROPERTY INS.	458100	Insurance Claims-Property	59,000.00	SETTLEMENT AGREEMENT
525301	01/27/25	XCEL ENERGY	5320791280/122624	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	1,133.10	9717 FAIRVIEW PKWY - TRAFFIC LIGHTS
								Grand Total:	760,226.14	

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MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Andrew Copland, Director of Finance

DESCRIPTION: Approval of Vouchers February 11, 2025

SUMMARY: The attached printout lists vouchers and electronic funds transfers requiring Board approval.

Vouchers	\$ 1,986,146.90
Electronic Funds Transfers	\$
Handwritten Checks	\$ 1,926,510.33
Purchasing Card Charges	\$ 1,449,689.81
Election Judges	\$
TOTAL:	\$ 5,362,347.04

All vouchers, electronic fund transfers, and election judge payments have been approved and signed by a department authorized signer or an elected official. The department authorized signer or an elected official acknowledges the item or service is within the approved budgetary spending authority (Colorado Revised Statutes Title 29, Article 1) and is pursuant to Douglas County policies.

RECOMMENDED ACTION: Approval.

REVIEW:

Andrew Copland	Approve	2/4/2025
Jeff Garcia	Approve	2/5/2025
Doug DeBord	Approve	2/5/2025

ATTACHMENTS:
02.11.25 BOCC

R55AP001

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

2/4/2025
9:33:20

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
106731	02/12/25	3M COMPANY	9432188385	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	1,336.50	TRANSFER TAPE
106732	02/12/25	ABSOLUTE GRAPHICS INC	34068 34067 34069	100 100 100	23200 23150 21126	CRIME LAB/EVIDENCE SECTION MAJOR CRIMES SECTION CRIMINAL JUSTICE RECORDS ACT	433500 433500 433500	Clothing & Uniforms Clothing & Uniforms Clothing & Uniforms	193.43 71.92 164.48	POLO SHIRTS POLO SHIRTS POLO SHIRTS & VEST
								Total Payment	429.83	
106733	02/12/25	ACORN PETROLEUM INC	6688IN 7240IN 6562IN 7236IN 7030IN 6563IN	100 100 100 100 100 100	19910 19910 19910 19910 19910 19910	FLEET MAINTENANCE FLEET MAINTENANCE FLEET MAINTENANCE FLEET MAINTENANCE FLEET MAINTENANCE FLEET MAINTENANCE	436150 436150 436150 436150 436150 436150	Fleet Tanks Fuel Fleet Tanks Fuel Fleet Tanks Fuel Fleet Tanks Fuel Fleet Tanks Fuel Fleet Tanks Fuel	3,305.21 6,722.36 8,317.82 1,106.62 8,186.61 1,380.58	FUEL FOR SEDALIA FUEL FOR HIGHLANDS RANCH SUBSTATION FUEL FOR HIGHLANDS RANCH SUBSTATION FUEL FOR TRUMBULL FUEL FOR HIGHLANDS RANCH SUBSTATION FUEL FOR FAIRGROUNDS
								Total Payment	29,019.20	
106734	02/12/25	ADAPTIVE INTERVENTIONS	2025001	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	12,976.67	THERAPY SERVICES
106735	02/12/25	ADVANCED PROPERTY MAINTENANCE	41576 41574 41575	250 250 250	53500 53500 53500	OPEN SPACE OPEN SPACE OPEN SPACE	444700 444700 444700	Other Repair & Maint. Service Other Repair & Maint. Service Other Repair & Maint. Service	390.00 225.00 4,395.00	GLENDALE CONCRETE PAD CLEANING WASTE BAGS SANDSTONE WASTE BAGS MULTI LOCATIONS
								Total Payment	5,010.00	
106736	02/12/25	AGING RESOURCES OF DOUGLAS COUNTY	MMOFDEC24	100	802039	CDOT MMOV - MULIT-MODAL OPTION	443600	OPS/2024 ARDC/ TRIPS	70.00	DRCOG SENIOR TRANSPORTATION GRANT
106737	02/12/25	ARAPAHOE COUNTY	1800008116	100	18100	IT ADMINISTRATION	444550	Software/Hardware Subscription	7,708.00	Q4 2024 HS CONNECTS
106738	02/12/25	ARMORED KNIGHTS INC	9489 9488	210 100	44100 12400	ADMINISTRATION BLOCK GRANT MOTOR VEHICLE	447500 444400	Other Purchased Services Service Contracts	121.00 930.90	ARMORED CAR SERVICES ARMORED CAR SERVICES
								Total Payment	1,051.90	
106739	02/12/25	ASA PROCESS SERVICE	DEC2024CW DEC2024CS DEC2024CW	210 210 210	44150 44900 44500	ADULT PROTECTION CHILD SUPPORT ENFORCEMENT CHILD WELFARE	447500 447500 447500	Other Purchased Services Other Purchased Services Other Purchased Services	65.00 150.00 235.00	PROCESS SERVICES PROCESS SERVICES PROCESS SERVICES
								Total Payment	450.00	
106740	02/12/25	AVERETT, ASHLEY	011025-013025	210	44150	ADULT PROTECTION	445300	Travel Expense	137.76	MILEAGE REIMBURSEMENT
106741	02/12/25	BCER ENGINEERING INC	1153230020111	200	800503	EMERGENCY STORM DRAINAGE	473100	Roads, St., Drainage-Eng.	570.00	FIRE FIGHTING POND DESIGNATION
106742	02/12/25	BEACON COMMUNICATIONS LLC	31416 33959 33958	100 100 100	18100 802009 18100	IT ADMINISTRATION IT INFRASTRUCTURE IT ADMINISTRATION	474500 474500 474500	Computer Equipment Computer Equipment Computer Equipment	33,755.15 10,682.10 45,314.74	HEARING ROOM VIDEO SWITCHER AUDIO/VISUAL PARKS & TRAILS TRAINING ROOM HEARING ROOM BROADCAST PIX
								Total Payment	89,751.99	
106743	02/12/25	BRANNAN AGGREGATES	388260 388190	200 200	31500 31500	SNOW AND ICE REMOVAL SNOW AND ICE REMOVAL	448400 448400	Salt & Other Ice Removal Salt & Other Ice Removal	22,577.28 46,820.89	SALT/SAND CASTLE ROCK STOCK SALT/SAND CASTLE ROCK STOCK
								Total Payment	69,398.17	
106744	02/12/25	BUILT FOR TEAMS INC	2355	100	800900	TECHNOLOGY FUND	444550	Software/Hardware Subscription	3,400.00	WORKSMART ONBOARDING
106745	02/12/25	BURNETT, CHRISTOPHER LEE	022325-022625PERDIEM	217	46100	DC HEALTH DEPT ADMIN	445300	Travel Expense	215.00	LEAN SIX SIGMA CONFERENCE, GLENDALE, AZ
106746	02/12/25	CASTLE ROCK SENIOR CENTER	MMOFDEC24	100	802039	CDOT MMOV - MULIT-MODAL OPTION	443600	OPS/2024 ARDC/ CRSAC	7,630.00	DRCOG SENIOR TRANSPORTATION GRANT
106747	02/12/25	CAWThERN, DIANTHE EDLYN	120924-123024 110624-112024	100 100	802014 802014	MENTAL HEALTH INITIATIVE MENTAL HEALTH INITIATIVE	445300 445300	Travel Expense Travel Expense	125.96 62.31	DEC 2024 MILEAGE REIMBURSEMENT NOV 2024 MILEAGE REIMBURSEMENT
								Total Payment	188.27	
106748	02/12/25	CENTER COPY BOULDER, INC.	69193 69168	100 100	21100 21125	SHERIFF ADMINISTRATION SUPPORT SERVICES	440100 440100	Printing/Copying/Reports Printing/Copying/Reports	42.00 624.40	BUSINESS CARDS DCSO LETTERHEAD
								Total Payment	666.40	

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
106749	02/12/25	CENTRAL SALT LLC	PSI2505268	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	2,097.09	BULK SALT NORTHWEST FACILITY STOCK
			PSI2505267	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	4,373.37	BULK SALT PARKER STOCK
			PSI2504779	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	10,157.04	BULK SALT PARKER STOCK
			PSI2504916	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	2,177.94	BULK SALT NORTHWEST FACILITY STOCK
			PSI2504915	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	2,154.60	BULK SALT PARKER STOCK
			PSI2504850	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	2,083.75	BULK SALT PARKER STOCK
			PSI2505050	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	7,996.59	BULK SALT PARKER STOCK
			PSI2504971	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	2,127.93	BULK SALT NORTHWEST FACILITY STOCK
			PSI2504914	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	2,088.75	BULK SALT PARKER STOCK
			PSI2505385	200	31500	SNOW AND ICE REMOVAL	448400	Salt & Other Ice Removal	2,087.92	BULK SALT NORTHWEST FACILITY STOCK
								Total Payment	37,344.98	
106750	02/12/25	CENTURY LINK	69677894/012425	100	18100	IT ADMINISTRATION	442400	Telephone/Communications	18.90	MILLER LONG DISTANCE JAN 2025
106751	02/12/25	COLORADO COMMUNITY MEDIA	128037	210	44500	CHILD WELFARE	440200	Newspaper Notices/Advertising	63.40	LEGAL AD, BIDS & SETTLEMENT
			128015	100	11100	OFFICE OF THE BOARD	440200	Newspaper Notices/Advertising	986.52	COUNTY COMMISSIONERS PROCEEDINGS
								Total Payment	1,049.92	
106752	02/12/25	COLORADO DEPARTMENT OF PUBLIC HEALTH	WC251158443	230	800156	HILLTOP RD (REATA-SINGING HILL	443600	Other Professional Services	270.00	APPLICATION FEE
106753	02/12/25	CONTINUUM OF COLORADO	TANF36	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	12,845.00	DEC 2024 TANF
106754	02/12/25	CORE ELECTRIC COOPERATIVE	21882301/012125	100	19150	JUSTICE CENTER FACILITY MGMT	450210	Electric	31,644.26	4000 JUSTICE WAY
106755	02/12/25	CORE ELECTRIC COOPERATIVE	85017301/012225	200	31400	MAINTENANCE OF CONDITION	450210	Electric	271.10	SEDALIA SHOP
106756	02/12/25	CORE ELECTRIC COOPERATIVE	81557601/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	5,475.40	301 N WILCOX ST
106757	02/12/25	CORE ELECTRIC COOPERATIVE	87132101/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	5,170.73	3030 INDUSTRIAL WAY
106758	02/12/25	CORE ELECTRIC COOPERATIVE	26009300/012125	100	55200	FAIRGROUND OPERATIONS	450210	Electric	6,087.53	500 FAIRGROUNDS RD - FG INDOOR ARENA
106759	02/12/25	CORE ELECTRIC COOPERATIVE	95587028/010625	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	57.58	VEHICLE MESSAGE SIGN
106760	02/12/25	CORE ELECTRIC COOPERATIVE	23838700/011425	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	81.63	THIRD ST LIGHT
106761	02/12/25	CORE ELECTRIC COOPERATIVE	26633300/011425	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	76.24	BAYOU GULCH RD
106762	02/12/25	CORE ELECTRIC COOPERATIVE	23095300/011425	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	31.62	BURNING TREE DR
106763	02/12/25	CORE ELECTRIC COOPERATIVE	26989800/011425	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	33.77	SKY VIEW LN
106764	02/12/25	CORE ELECTRIC COOPERATIVE	81003200/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	91.17	THIRD ST & ELBERT - HHS LIGHTS
106765	02/12/25	CORE ELECTRIC COOPERATIVE	95535968/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,547.36	9040 TAMMY LN
106766	02/12/25	CORE ELECTRIC COOPERATIVE	27620100/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	4,756.01	4400 CASTLETON CT
106767	02/12/25	COUNTY SHERIFF'S OF COLORADO	013025	100	21100	SHERIFF ADMINISTRATION	446300	Prof. Membership & Licenses	25.00	PROFESSIONAL MEMBERSHIP RENEWAL
106768	02/12/25	CPI GUARDIAN - CLEARWATER PACKAGING INC	3490	100	21500	DETENTION	433400	Operating Supplies	695.00	DETENTION SUPPLIES
106769	02/12/25	DAWN B HOLMES INC	1595	210	44500	CHILD WELFARE	443600	Other Professional Services	483.80	HEARING SERVICES
106770	02/12/25	DEER CREEK FORESTRY LLC	30050	250	807008	DAWSON BUTTE PKG LOT EXPANSION	478300	Major Maint. Repair Projects	45,000.00	DAWSON BUTTE FIRE MITIGATION
106771	02/12/25	DOUGLAS COUNTY DEPUTY SHERIFF'S ASSOCIATION	12181	210	44100	ADMINISTRATION BLOCK GRANT	447500	Other Purchased Services	7,752.00	JAN 2025 DHS SECURITY

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
106772	02/12/25	DOUGLAS COUNTY HOUSING PARTNERSHIP	2025 MEMBER ASSESSMENT	100	81300	HOUSING AUTHORITY	465100	Contributions - Misc.	60,000.00	2025 MEMBER ASSESSMENT
106773	02/12/25	DUMB FRIENDS LEAGUE	289	100	19220	ANIMAL CONTROL - DDFL	447500	Other Purchased Services	9,096.00	DEC 2024 ANIMAL SERVICES
106774	02/12/25	ELLIS MINING AND ENVIRONMENTAL SERVICES	1001	200	800506	STORMWATER PRIORITY PROJECTS	473100	Roads, St., Drainage-Eng.	1,850.00	DRAINAGE GRADING DESIGN SUPPORT
106775	02/12/25	EMERGENCY SYSTEMS COMPLIANCE SERVICES	INV13389 INV13388	100 100	19100 19100	FACILITIES ADMINISTRATION FACILITIES ADMINISTRATION	444400 444400	Service Contracts Service Contracts	833.34 1,451.98	PREVENTATIVE MAINTENANCE GENERATOR - WILCOX PREVENTATIVE MAINTENANCE GENERATOR - MILLER
								Total Payment	2,285.32	
106776	02/12/25	ERO RESOURCES CORPORATION	105668	250	53500	OPEN SPACE	443600	Other Professional Services	721.81	DCHCP RENEWAL
106777	02/12/25	ESCOBEDO, JONATHAN	091924-092424PERDIEM 100124-100624PERDIEM	100 100	21825 21825	COOPERATORS INCIDENTS COOPERATORS INCIDENTS	445300 445300	Travel Expense Travel Expense	351.00 420.00	FIRE ASSIGNMENT BACKFILL FIRE ASSIGNMENT BACKFILL
								Total Payment	771.00	
106778	02/12/25	FIRESIDE MASONRY & CONSTRUCTION	1493 1486 1487	250 250 250	53500 53500 53500	OPEN SPACE OPEN SPACE OPEN SPACE	444700 444700 444700	Other Repair & Maint. Service Other Repair & Maint. Service Other Repair & Maint. Service	6,966.70 1,180.00 3,250.00	SANDSTONE GATHERING HOUSE SANDSTONE GATHERING HOUSE SPRUCE MOUNTAIN SIGN
								Total Payment	11,396.70	
106779	02/12/25	FULCRUM BIOMETRICS INC	36587	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	300.00	CORONER FINGERSCAN
106780	02/12/25	GRAINGER	9366162361	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436400	Consumable Tools	578.23	DRILL AND 20V BATTERIES
106781	02/12/25	GRIFFIN, SIERRA	010625-012225	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	192.64	MILEAGE REIMBURSEMENT
106782	02/12/25	HARBOUR, RICHARD	011925-012025	100	19150	JUSTICE CENTER FACILITY MGMT	445300	Travel Expense	117.60	MILEAGE REIMBURSEMENT
106783	02/12/25	HARMS, ALYSSA	121224-122424	210	44500	CHILD WELFARE	445300	Travel Expense	272.69	MILEAGE REIMBURSEMENT
106784	02/12/25	HARRIS CORRECTIONS SOLUTIONS INC	HCORCT000116	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	34,801.00	OFFENDER 360 TRAIN THE TRAINER
106785	02/12/25	HEISINGER, KAYCEE	100 101	217 217	861618 861618	E&E GAE FUNDING E&E GAE FUNDING	447500 447500	Other Purchased Services Other Purchased Services	1,961.40 1,194.76	EARLY CHILDHOOD COUNCIL CONTRACTOR EARLY CHILDHOOD COUNCIL CONTRACTOR
								Total Payment	3,156.16	
106786	02/12/25	HIGHLANDS RANCH COMMUNITY ASSOCIATION INC	DDMLJAN25	100	45100	DEVELOPMENTAL DISABILITIES-ADM	465200	DD Grant	32,360.00	DEVELOPMENTAL DISABILITY MILL LEVY GRANT AWARD
106787	02/12/25	INSITUFORM TECHNOLOGIES LLC	776427	200	800506	STORMWATER PRIORITY PROJECTS	473200	Roads, St., Drainage-Contr	9,400.00	ADJUST JOYCE MANHOLE
106788	02/12/25	KENNY, THOMAS F	082724-090524PERDIEM 090724-091924PERDIEM 102924-111324PERDIEM	100 100 100	21825 21825 21825	COOPERATORS INCIDENTS COOPERATORS INCIDENTS COOPERATORS INCIDENTS	445300 445300 445300	Travel Expense Travel Expense Travel Expense	600.00 1,046.54 1,100.00	FIRE ASSIGNMENT BACKFILL FIRE ASSIGNMENT BACKFILL FIRE ASSIGNMENT BACKFILL
								Total Payment	2,746.54	
106789	02/12/25	LEE, MICHAEL	010925-013025 010925-013025 010925-013025	210 210 210	44550 44550 44550	CHILD WELFARE ADDTL ALLOCATION CHILD WELFARE ADDTL ALLOCATION CHILD WELFARE ADDTL ALLOCATION	455200 455200 445300	Direct Relief Payments Direct Relief Payments Travel Expense	24.27 0.84 464.57	CLIENT VISITATION CLIENT VISITATION JAN 2025 MILEAGE REIMBURSEMENT
								Total Payment	489.68	
106790	02/12/25	LIGHTHOUSE TRANSPORTATION GROUP	240312	200	800916	TRAFFIC SIG RPLMNT & MAJ MAINT	478300	Major Maint. Repair Projects	947.50	TRAFFIC SIGNAL MAINTENANCE
106791	02/12/25	LIGHTING ACCESSORY & WARNING SYSTEMS	25227	620	19450	LIABILITY AND PROPERTY INS.	458100	Insurance Claims-Property	53.61	INSURANCE CLAIM
106792	02/12/25	LOUVIERS WATER & SANITATION DISTRICT	25/011525	100	51100	PARK MAINTENANCE	450230	Water & Sewer	6,072.54	TRIANGLE PARK

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
			139/011525A	100	51100	PARK MAINTENANCE	450230	Water & Sewer	110.58	DUPONT PARK
			25/011525A	100	51100	PARK MAINTENANCE	450230	Water & Sewer	383.22	TRIANGLE PARK
			139/011525B	100	51100	PARK MAINTENANCE	450230	Water & Sewer	5,986.86	DUPONT PARK
			25/011525B	100	51100	PARK MAINTENANCE	450230	Water & Sewer	110.58	TRIANGLE PARK
			139/011525B	100	51100	PARK MAINTENANCE	450230	Water & Sewer	4,615.98	DUPONT PARK
								Total Payment	17,279.76	
106793	02/12/25	MANNA RESOURCE CENTER	DEC2024TANF	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	3,771.00	DEC 2024 SERVICES
			MMOFNOV24	100	802039	CDOT MMOF - MULIT-MODAL OPTION	443600	OPS/2024 ARDC/ MANNA RESOURCE	19.42	TRANSPORTATION GRANT
			MMOFDEC24	100	802039	CDOT MMOF - MULIT-MODAL OPTION	443600	OPS/2024 ARDC/ MANNA RESOURCE	211.20	TRANSPORTATION GRANT
								Total Payment	4,001.62	
106794	02/12/25	PAIGE, LUKE	091624-091924PERDIEM	100	21825	COOPERATORS INCIDENTS	445300	Travel Expense	208.00	FIRE ASSIGNMENT BACKFILL
			090924-090924PERDIEM	100	21825	COOPERATORS INCIDENTS	445300	Travel Expense	64.00	FIRE ASSIGNMENT BACKFILL
			091024-091024PERDIEMA	100	21825	COOPERATORS INCIDENTS	445300	Travel Expense	33.00	FIRE ASSIGNMENT BACKFILL
			092424-092424PERDIEM	100	21825	COOPERATORS INCIDENTS	445300	Travel Expense	69.00	FIRE ASSIGNMENT BACKFILL
			091224-091624PERDIEM	100	21825	COOPERATORS INCIDENTS	445300	Travel Expense	236.00	FIRE ASSIGNMENT BACKFILL
								Total Payment	610.00	
106795	02/12/25	PEAK OFFICE FURNITURE INC	74714	210	44100	ADMINISTRATION BLOCK GRANT	474400	Furniture & Office Equipment	1,366.78	HUMAN SERVICES COLLABORATION ROOM FURNITURE
106796	02/12/25	PINERY HOMEOWNERS ASSOCIATION	221	250	53500	OPEN SPACE	443350	Security Services	304.49	SECURITY PATROLS
106797	02/12/25	POLYGLOT INTERPRETATIONS LLC	DC0117	210	44500	CHILD WELFARE	443600	Other Professional Services	430.72	DEC 2024 GENERAL INTERPRETING
106798	02/12/25	REVITAL COLORADO	1053	100	802024	PEACE OFFICER MENTAL HEALTH	446100	Conference,Seminar, Train Fees	763.45	MENTAL HEALTH & WELLNESS
106799	02/12/25	ROCKY MOUNTAIN MAIL SERVICES	1152025	100	11900	CENTRAL SERVICES	439200	Postage & Delivery Svc.	40,000.00	POSTAGE
106800	02/12/25	RONCAGLIA, KATHLEEN	010225-012925	210	44150	ADULT PROTECTION	445300	Travel Expense	203.70	MILEAGE REIMBURSEMENT
106801	02/12/25	RUSH TRUCK LEASING, DENVER	3039899727	220	822110	SWAT TEAM	444300	Equipment Rental	618.00	TRUCK RENTAL
			3039867713	220	822110	SWAT TEAM	444300	Equipment Rental	777.90	TRUCK RENTAL
								Total Payment	1,395.90	
106802	02/12/25	SCIORE, ALEXANDRA	120224-121924	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	204.69	MILEAGE REIMBURSEMENT
106803	02/12/25	SECURITY CENTRAL INC	983634	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	159.00	ALARM MONITORING SERVICES
			983628	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	761.22	ALARM MONITORING SERVICES
			983630	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	646.50	ALARM MONITORING SERVICES
			983629	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	528.48	ALARM MONITORING SERVICES
			983648	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	159.00	ALARM MONITORING SERVICES
			983635	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	363.75	ALARM MONITORING SERVICES
			983636	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	159.00	ALARM MONITORING SERVICES
			983631	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	159.00	ALARM MONITORING SERVICES
			983650	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	141.00	ALARM MONITORING SERVICES
			983638	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	159.00	ALARM MONITORING SERVICES
			983645	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	194.73	ALARM MONITORING SERVICES
			983644	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	636.00	ALARM MONITORING SERVICES
			983633	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	159.00	ALARM MONITORING SERVICES
			983632	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	159.00	ALARM MONITORING SERVICES
			983643	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	371.76	ALARM MONITORING SERVICES
			983641	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	159.00	ALARM MONITORING SERVICES
			983637	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	917.97	ALARM MONITORING SERVICES
			983642	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	156.00	ALARM MONITORING SERVICES
			983646	100	19180	UNIFIED METROPOLITAN FORENSIC	444400	Service Contracts	355.74	ALARM MONITORING SERVICES
			983640	100	19175	HIGHLANDS RANCH SUBSTATION FAC	444400	Service Contracts	363.75	ALARM MONITORING SERVICES
			983649	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	252.00	ALARM MONITORING SERVICES
			983647	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	184.74	ALARM MONITORING SERVICES
			983639	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	740.22	ALARM MONITORING SERVICES

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark	
									Total Payment	7,885.86	
106804	02/12/25	SEIBOLD, ABIGAYLE	010625-013025	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	100.03	MILEAGE REIMBURSEMENT	
106805	02/12/25	SENERGY PETROLEUM LLC	SEN965408	200	31400	MAINTENANCE OF CONDITION	436100	Oil & Lubrication	364.26	DIESEL EXHAUST FLUID FOR NORTHWEST FACILITY	
			SEN965415	200	31400	MAINTENANCE OF CONDITION	436100	Oil & Lubrication	364.74	DIESEL EXHAUST FLUID FOR SOUTHEAST FACILITY	
			SEN965410	200	31400	MAINTENANCE OF CONDITION	436100	Oil & Lubrication	72.90	DIESEL EXHAUST FLUID FOR PARKER	
			SEN965274	100	19910	FLEET MAINTENANCE	436100	Oil & Lubrication	730.46	DIESEL EXHAUST FLUID FOR PARKER	
			SEN965273	100	19910	FLEET MAINTENANCE	436100	Oil & Lubrication	838.35	DIESEL EXHAUST FLUID FOR CASTLE ROCK	
									Total Payment	2,370.71	
106806	02/12/25	SEWALD HANFLING PUBLIC AFFAIRS	7198	100	802000	LEGISLATIVE SERVICES	443600	Other Professional Services	6,250.00	CONSULTING SERVICES	
106807	02/12/25	SHILOH HOUSE	52001721224ASSMENTBG	210	44500	CHILD WELFARE	443600	Other Professional Services	1,061.93	DEC 2024 MULTICOUNTY ASSESSMENT	
			52001721224ASSMENTBG	210	44500	CHILD WELFARE	443600	Other Professional Services	86,531.67	DEC 2024 MULTICOUNTY ASSESSMENT	
			52003201224DOUG	210	44500	CHILD WELFARE	443600	Other Professional Services	34,918.38	DEC 2024 BED GUARANTEE	
									Total Payment	122,511.98	
106808	02/12/25	SHUMS CODA ASSOCIATES	18708	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	550.00	ELEVATOR PLAN REVIEW	
			18723	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	200.00	ELEVATOR WITNESS TEST	
			18724	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	200.00	ELEVATOR WITNESS TEST	
			18725	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	200.00	ELEVATOR WITNESS TEST	
			18726	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	600.00	ELEVATOR WITNESS TEST	
									Total Payment	1,750.00	
106809	02/12/25	SIMMONS, FALLON	012125-012825	217	46200	EMERGENCY PREP/DISEASE CONTROL	445300	Travel Expense	136.01	MILEAGE REIMBURSEMENT	
106810	02/12/25	SOURCES INC	52050	200	31400	MAINTENANCE OF CONDITION	433500	Clothing & Uniforms	845.19	SAMPLES	
			52051	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	450.00	EMBROIDERY	
			52051	200	31400	MAINTENANCE OF CONDITION	433500	Clothing & Uniforms	2,940.00	DUFFLE BAGS	
			52050	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	108.00	EMBROIDERY	
			51989	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	85.50	EMBROIDERY	
			51989	200	31400	MAINTENANCE OF CONDITION	433500	Clothing & Uniforms	572.43	UNIFORMS	
									Total Payment	5,001.12	
106811	02/12/25	SOUTHLAND MEDICAL LLC	INV131101	100	23100	CORONER	433400	Operating Supplies	1,022.23	CORONER SUPPLIES	
106812	02/12/25	SPRADLIN PRINTING INC	23941	100	55250	COUNTY FAIR	440100	Printing/Copy/Fair Mkt & Spon	203.00	BUSINESS CARDS	
106813	02/12/25	STONE SECURITY	74507	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	444550	Software/Hardware Subscription	2,877.12	WASABI DCSO RECORDING	
106814	02/12/25	SUMMIT PATHOLOGY	250130AU1003	100	23100	CORONER	443560	Forensic Testing	186.00	HISTOLOGY	
106815	02/12/25	TECHNO RESCUE LLC	INV8011	200	32500	SOLID WASTE DISPOSAL	443600	Other Professional Services	13,178.16	ELECTRONICS RECYCLING	
106816	02/12/25	THE LITTLE CLINIC OF COLORADO	11520254436	217	861457	IMMUNIZATION & VACCINATN CHILD	443600	Other Professional Services	810.00	CLINICAL SERVICES	
106817	02/12/25	TOWN OF CASTLE ROCK	DDMLJAN25	100	45100	DEVELOPMENTAL DISABILITIES-ADM	465200	DD Grant	20,130.00	DEVELOPMENTAL DISABILITY MILL LEVY GRANT AWARD	
106818	02/12/25	TOWN OF PARKER	1004775/2024731	230	800833	TRAFFIC COMM./FIBER/CCTV O&M	468400	Intergovernmental-Parker	140,000.00	LINCOLN/VILLAGE CREEK PKWY IGA	
			1004775/2024749	200	800248	LINCOLN CREEK TRAFFIC SIGNALS	468400	Intergovernmental-Parker	460,000.00	LINCOLN/VILLAGE CREEK PKWY IGA	
									Total Payment	600,000.00	
106819	02/12/25	TRINITY SERVICES GROUP INC	3011500162	100	21500	DETENTION	447150	Inmate Meals	15,762.79	INMATE MEALS	
			3011500164	100	21500	DETENTION	447150	Inmate Meals	16,785.07	INMATE MEALS	
			3011500161	100	21500	DETENTION	447150	Inmate Meals	16,165.97	INMATE MEALS	
									Total Payment	48,713.83	
106820	02/12/25	UBEO BUSINESS SERVICES	4770914	100	12200	RECORDING	444400	Service Contracts	1,355.20	MAINTENANCE CONTRACT	
106821	02/12/25	ULINE	187775823	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	93.70	PAINT MARKERS	

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
106822	02/12/25	VECTORS INC	PSINV116071	200	31640	PVMNT MGT CONTRACT MNT OF COND	438300	C.A.-Equipment Accessories	1,387.53	RECEIVER KIT
			PSINV116071	200	31640	PVMNT MGT CONTRACT MNT OF COND	474800	Other Machinery & Equip.	23,484.50	RECEIVER KIT
									24,872.03	
106823	02/12/25	WEBOLUTIONS INC	INV54444	217	861057	TPEP - TOBACCO PREV & ED PROG	443600	Other Professional Services	3,600.00	WEBSITE MARKETING
			INV54462	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	1,980.00	PUBLIC AFFAIRS WEB IMPROVEMENT
									5,580.00	
106824	02/12/25	WELLPATH LLC	INV0124359	100	21500	DETENTION	443100	Medical, Dental & Vet Services	(10,384.00)	DEC 2024 STAFFING CREDITS
			INV0124526	100	21500	DETENTION	443100	Medical, Dental & Vet Services	(21,155.40)	DEC 2024 STAFFING CREDITS
			INV0124358	100	21500	DETENTION	443100	Medical, Dental & Vet Services	6,837.00	DEC 2024 OUTSIDE MEDICAL
			INV0124358	100	21500	DETENTION	443100	Medical, Dental & Vet Services	24,589.31	DEC 2024 IMAT PHARMACY
			INV0124360	100	802027	JAIL BASED BEHAVIORAL HLTH PRG	443100	Medical, Dental & Vet Services	6,157.90	DEC 2024 MAT PHARMACY
									6,044.81	
106825	02/12/25	WESTERN PAPER DISTRIBUTORS	5072510	100	55200	FAIRGROUND OPERATIONS	433900	Janitorial Supplies	80.76	JANITORIAL SUPPLIES
106826	02/12/25	WILSON & COMPANY INC	132109	230	800269	COUNTY LINE RD/I-25 OPERAT IMP	473100	Roads, St., Drainage-Eng.	120.00	DESIGN SERVICES - COUNTY LINE RD
525409	02/11/25	AT & T MOBILITY	287347075102/120824	100	18100	IT ADMINISTRATION	442420	Cell Phone Service	129.69	ELECTIONS LINES
525410	02/11/25	BARRY, DANIEL	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	209.23	REGISTRATION REFUND
525411	02/11/25	BARRY, KEVIN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	98.41	REGISTRATION REFUND
525412	02/11/25	BERNS, ERIC A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	470.83	REGISTRATION REFUND
525413	02/11/25	BLACK, FRANK & GLEE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	234.56	REGISTRATION REFUND
525414	02/11/25	BONILLA, SYDNEY NELSON	010825-012925	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	73.99	MILEAGE REIMBURSEMENT
525415	02/11/25	BOUSKA, RICHARD R	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	214.73	MILEAGE REIMBURSEMENT
525416	02/11/25	BURNEY, MASEY LAYNE	111824-123124	210	44500	CHILD WELFARE	445300	Travel Expense	126.30	NOV 2024 MILEAGE REIMBURSEMENT
			111824-123124	210	44500	CHILD WELFARE	445300	Travel Expense	338.95	DEC 2024 MILEAGE REIMBURSEMENT
									465.25	
525417	02/11/25	CANDELARIA, NICK	DC002118	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	87.50	SECURITY DEPOSIT REFUND
525418	02/11/25	CASIAS, JUAN A	011725	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	20.00	VITAL RECORDS REFUND
525419	02/11/25	CERTICHEX LLC	3104	100	15100	FINANCE ADMINISTRATION	433200	Office Supplies	363.00	CHECK STOCK
			3104	100	15100	FINANCE ADMINISTRATION	433200	Office Supplies	63.63	CHECK STOCK
									426.63	
525420	02/11/25	CHATFIELD WATERSHED AUTHORITY	012724	100	81200	OTHER REGIONAL BOARDS	466500	Chatfield Basin Authority	75,510.00	2025 CHATFIELD WATERSHED DUES
525421	02/11/25	COFFMAN, LAUREN O	012325	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	33.00	VITAL RECORDS REFUND
525422	02/11/25	COLE, STEPHANIE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	250.64	REGISTRATION REFUND
525423	02/11/25	COLORADO EDUCATIONAL OPPORTUNITIES FOUNDATION	DC002078	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	1,000.00	SECURITY DEPOSIT REFUND
525424	02/11/25	CONNOR, ROBERT D	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	160.52	REGISTRATION REFUND
525425	02/11/25	CORRAL, NATASHA	010625-012725	210	44500	CHILD WELFARE	445300	Travel Expense	115.92	MILEAGE REIMBURSEMENT
525426	02/11/25	COX, BRANDON & ELIZABETH	MV REFUND/013125	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,661.28	REGISTRATION REFUND

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
525427	02/11/25	CRUZ, ARTURO	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	468.98	REGISTRATION REFUND
525428	02/11/25	DENVER SOUTH TRANSPORTATION MANAGEMENT ASSOCIATION	2006	100	65500	ECONOMIC DEVELOPMENT SERVICES	466900	S 1-25 Urban Corridor TMA fee	38,681.00	2025 DENVER SOUTH LANDSCAPE
			2005	100	65500	ECONOMIC DEVELOPMENT SERVICES	466900	S 1-25 Urban Corridor TMA fee	30,000.00	2025 DENVER SOUTH DUES
								Total Payment	68,681.00	
525429	02/11/25	DONAHUE, PAUL	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	317.78	REGISTRATION REFUND
525430	02/11/25	DOUGLAS COUNTY IMPACT UNIT	2025IMPACTCONTRIBUTION	220	23375	INVESTIGATIVE TASK FORCES	465100	Contributions - Misc.	5,928.00	2025 IMPACT CONTRIBUTION
525431	02/11/25	DOUGLAS COUNTY SCHOOL DISTRICT	10003284	210	44500	CHILD WELFARE	443600	Other Professional Services	844.41	DEC 2024 ESSA BILLING
			10003286	210	44500	CHILD WELFARE	443600	Other Professional Services	1,454.64	DEC 2024 ESSA BILLING
			10003287	210	44500	CHILD WELFARE	443600	Other Professional Services	1,293.32	DEC 2024 ESSA BILLING
			10003283	210	44500	CHILD WELFARE	443600	Other Professional Services	1,527.56	DEC 2024 ESSA BILLING
			10003285	210	44500	CHILD WELFARE	443600	Other Professional Services	662.08	DEC 2024 ESSA BILLING
			10003288	210	44500	CHILD WELFARE	443600	Other Professional Services	1,414.82	DEC 2024 ESSA BILLING
								Total Payment	7,196.83	
525432	02/11/25	DOUGLAS COUNTY SHERIFF	2402	210	44150	ADULT PROTECTION	447500	Other Purchased Services	45.00	PROCESS SERVICES
525433	02/11/25	DOVE, BONNIE G	122624	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	33.00	VITAL RECORDS REFUND
525434	02/11/25	ENTERPRISE FM TRUST	JANUARY2025LEASE	223	28100	DISTRICT ATTORNEY - 23RD ADMIN	474300	Cars, Vans, Pickups	3,228.76	JAN 2025 VEHICLE LEASES
525435	02/11/25	ET TECHNOLOGIES INC	83871	100	19910	FLEET MAINTENANCE	443600	Other Professional Services	266.13	SERVICE AT SUBSTATION
525436	02/11/25	EVERDRIVEN TECHNOLOGIES LLC	62789	210	44500	CHILD WELFARE	443600	Other Professional Services	590.00	TRANSPORTATION SERVICES
525437	02/11/25	FEDEX	874251225	100	18100	IT ADMINISTRATION	439200	Postage & Delivery Svc.	57.53	POSTAGE
525438	02/11/25	FROMMELT, CRAIG & MARGARET	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	16.36	REGISTRATION REFUND
525439	02/11/25	FRONTIER FIRE PROTECTION LLC	W00088495A	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	2,030.00	EXTINGUISHER INSPECTION & EXCHANGE
			W00087185A	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	1,304.00	EXTINGUISHER INSPECTION
								Total Payment	3,334.00	
525440	02/11/25	GLOCK PROFESSIONALS INC	TRP100207445	100	21116	REGULATORY TRAINING	446100	Conference,Seminar, Train Fees	300.00	GLOCK ARMORING RECERTIFICATION
			TRP100207412	100	21116	REGULATORY TRAINING	446100	Conference,Seminar, Train Fees	300.00	GLOCK ARMORING RECERTIFICATION
								Total Payment	600.00	
525441	02/11/25	GOLF CLUB AT RAVENNA LLC	6561	100	11100	OFFICE OF THE BOARD	445200	Metro Area Meeting Expense	2,654.00	DOUGLAS COUNTY EXECUTIVE RETREAT
525442	02/11/25	GWIN, WILLIAM A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	20.06	REGISTRATION REFUND
525443	02/11/25	HALL, SHANNON & BENJAMIN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	344.75	REGISTRATION REFUND
525444	02/11/25	HAMILTON, JEFFREY A	011525	100	11300	BOARD OF EQUALIZATION	447500	Other Purchased Services	340.00	ABATEMENT HEARING
525445	02/11/25	HARPER, AMBER L	123024	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	20.00	VITAL RECORDS REFUND
525446	02/11/25	HBS	FR5011583	250	807011	SANDSTONE RANCH	450240	Waste Disposal Services	261.88	TRASH SERVICE - SANDSTONE
525447	02/11/25	HIGHLANDS RANCH METRO DISTRICT	2025RENT	100	19100	FACILITIES ADMINISTRATION	451100	Building/Land Lease/Rent	83,704.00	ANNUAL LEASE - HIGHLANDS RANCH SENIOR CENTER
525448	02/11/25	HONEY BUCKET	268834/062024	245	47100	RUETER-HESS REC OPS & MAINT	450240	Waste Disposal Services	2,600.00	PORTABLE RESTROOMS
525449	02/11/25	IMAGEFIRST	265485920	100	23100	CORONER	443600	Other Professional Services	58.23	LAUNDRY SERVICE
525450	02/11/25	JENKINS, FELICIA C	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	558.36	REGISTRATION REFUND

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
525451	02/11/25	JOHNSON, JOE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	10.46	REGISTRATION REFUND
525452	02/11/25	JP NIXON CONSULTING	082724-083024 1184	295	861350	RMHIDTA TRAINING	457200	Instructor Travel	1,398.93	INVESTIGATIONS TRAINING
				295	861350	RMHIDTA TRAINING	443600	Other Professional Services	4,500.00	INVESTIGATIONS TRAINING
								Total Payment	5,898.93	
525453	02/11/25	LETT, JUSTIN	01132025	100	24100	BUILDING DEVELOPMENT SERVICES	446100	Conference,Seminar, Train Fees	198.00	LICENSE RENEWAL
525454	02/11/25	LOUTZENHISER, CAROLINE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	140.31	REGISTRATION REFUND
525455	02/11/25	MARTIRE, LIA A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	114.93	REGISTRATION REFUND
525456	02/11/25	MINECONZO, MARK A	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	30.39	REGISTRATION REFUND
525457	02/11/25	MOUNTAIN SAFE EXTERIORS LLC	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	70.03	REGISTRATION REFUND
525458	02/11/25	MUNIRAJA, BINDU	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	285.21	REGISTRATION REFUND
525459	02/11/25	NELSON, JOHN & BEVERLY	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	10.03	REGISTRATION REFUND
525460	02/11/25	NIELSEN, FRANCINE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	50.00	REGISTRATION REFUND
525461	02/11/25	NORBIE, THOMAS G	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	402.84	REGISTRATION REFUND
525462	02/11/25	RAAB, KRISTY L	121724	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	20.00	VITAL RECORDS REFUND
525463	02/11/25	REBA, BRIAN C/O STEPHANIE HOPKINS	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	26.84	REGISTRATION REFUND
525464	02/11/25	REGIONAL AIR QUALITY COUNCIL	14557	100	81200	OTHER REGIONAL BOARDS	466700	Regional Air Quality	10,000.00	2025 CONTRIBUTION
525465	02/11/25	RMKS	DC001936	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT REFUND
525466	02/11/25	RODRIGUEZ, DONALD	011325	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	33.00	VITAL RECORDS REFUND
525467	02/11/25	RUSSO, MICHAEL J	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	124.95	REGISTRATION REFUND
525468	02/11/25	SARGEANT, PATRICK T	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,096.00	REGISTRATION REFUND
525469	02/11/25	SHAMANSKY, DAVID	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,445.01	REGISTRATION REFUND
525470	02/11/25	SIMON, JOHN & JUDY	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	131.47	REGISTRATION REFUND
525471	02/11/25	SPEERS, MERRILLANNE S	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	869.48	REGISTRATION REFUND
525472	02/11/25	THE ASPEN EFFECT	300	296	861577	ARPA-REVENUE REPLACEMENT	465100	Contribution- Misc/Suicide Prv	133,820.00	ARPA SUICIDE PREVENTION GRANT
525473	02/11/25	TM SERVICE COMPANY	INV3856	630	19450	LIABILITY AND PROPERTY INS.	458100	Insurance Claims-Property	53,215.61	BOILER REPAIR - JUSTICE CENTER
525474	02/11/25	TREELINE PASS	DDMLIAN25	100	45100	DEVELOPMENTAL DISABILITIES-ADM	465200	DD Grant	9,635.00	DEVELOPMENTAL DISABILITY MILL LEVY GRANT AWARD
525475	02/11/25	UNIFIRST CORPORATION	2260142728 2260142675	100	19910	FLEET MAINTENANCE	433500	Clothing & Uniforms	43.33	UNIFORM SERVICE
				100	19910	FLEET MAINTENANCE	433500	Clothing & Uniforms	131.85	UNIFORM SERVICE
								Total Payment	175.18	
525476	02/11/25	WARRIOR KIT INC	WK25017	223	28001	DA 23RD - DISTRICT MO ALLOC	433400	Operating Supplies	773.00	INVESTIGATIONS TACTICAL GEAR
525477	02/11/25	WIZ-QUIZ DRUG SCREENING SERVICE	690823	210	44500	CHILD WELFARE	447500	Other Purchased Services	35.00	TESTING SERVICES
			690824	210	44500	CHILD WELFARE	447500	Other Purchased Services	35.00	TESTING SERVICES
			690631	210	44500	CHILD WELFARE	447500	Other Purchased Services	35.00	TESTING SERVICES
			690888	210	44500	CHILD WELFARE	447500	Other Purchased Services	35.00	TESTING SERVICES
								Total Payment	140.00	

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark	
525478	02/11/25	XCEL ENERGY	538282311/011525	100	51100	PARK MAINTENANCE	450210	Electric	1,908.16	9653 S QUEBEC ST	
525479	02/11/25	JOHNSON, ELECTRA	010825-012725	100	12400	MOTOR VEHICLE	445300	Travel Expense	50.26	MILEAGE REIMBURSEMENT	
525480	02/11/25	SCHROEDER, RACHEL	122024	100	12400	MOTOR VEHICLE	445300	Travel Expense	26.08	MILEAGE REIMBURSEMENT	
525481	02/11/25	STERANKO, SONIA (PETTY CASH)	092524-122424	100	21175	CIVIL WARRANTS SECTION	459100	Errors & Omissions	224.50	PETTY CASH REIMBURSEMENT	
525482	02/11/25	VEYNA, RAYMOND	110124-112724	100	18100	IT ADMINISTRATION	445300	Travel Expense	85.76	NOV 2024 MILEAGE REIMBURSEMENT	
			121224-122024	100	18100	IT ADMINISTRATION	445300	Travel Expense	231.28	DEC 2024 MILEAGE REIMBURSEMENT	
			121724-121724	100	18100	IT ADMINISTRATION	432100	Contract Work/Temporary Agency	12.58	TOOL REIMBURSEMENT	
									Total Payment	329.62	
525483	02/11/25	WEEKLY, DARREN	030925-031325PERDIEM	100	21100	SHERIFF ADMINISTRATION	445300	Travel Expense	264.00	WESTERN STATES SHERIFFS ASSOCIATION CONFERENCE, RENO, NV	
525484	02/11/25	MANAHAN JR, JOHNNY	11325-11525	100	19910	FLEET MAINTENANCE	445300	Travel Expense	298.20	MILEAGE REIMBURSEMENT	
525485	02/11/25	AT & T MOBILITY	287347837665/120824	100	18100	IT ADMINISTRATION	442420	Cell Phone Service	734.91	ELECTION LINES	
525486	02/11/25	AT&T MOBILITY	543414	100	23150	MAJOR CRIMES SECTION	443600	Other Professional Services	145.00	TOWER DUMP	
525487	02/11/25	DENVER DEPARTMENT OF HUMAN SERVICES	012825	210	44250	FOOD ASSISTANCE PROGRAM	382250	Human Services Refunds	30.00	CROSS COUNTY CLAIM	
525488	02/11/25	PARKER WATER & SANITATION DISTRICT	99017001/010825	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	317.82	BULK WATER ROAD MAINTENANCE	
			99016701/010825	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	6.06	BULK WATER ROAD MAINTENANCE	
			99016801/010825	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	219.96	BULK WATER ROAD MAINTENANCE	
									Total Payment	543.84	
Grand Total:									1,986,146.90		

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DOUGLAS COUNTY GOVERNMENT
Payment Register Report

2/3/2025
11:52:33

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
106682	01/30/25	BLACK HILLS ENERGY	3099396829/011525	100	19100	FACILITIES ADMINISTRATION	450220	Gas	574.37	410 WILCOX ST
106683	01/30/25	BLACK HILLS ENERGY	7233076932/011525	100	19100	FACILITIES ADMINISTRATION	450220	Gas	2,428.79	100 THIRD ST
106684	01/30/25	BLACK HILLS ENERGY	9773152288/011525	100	19100	FACILITIES ADMINISTRATION	450220	Gas	1,296.57	125 STEPHANIE PL
106685	01/30/25	BLACK HILLS ENERGY	9989042724/011525	100	19100	FACILITIES ADMINISTRATION	450220	Gas	1,314.31	301 WILCOX ST
106686	01/30/25	TEAL, GEORGE	101724-121924	100	11100	OFFICE OF THE BOARD	445300	Travel Expense	544.58	OCT-DEC 2024 MILEAGE REIMBURSEMENT
106687	01/30/25	TROMBA TECHNOLOGIES INC	1586	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	38,662.49	TUNGSTEN CAPTURE MAINTENANCE & SUPPORT
106691	01/31/25	ALLIANT INSURANCE SERVICES INC	2942885 2943313 2942975 2526GLDGLSCO 2943517 2942794 2943160 2943143	630 630 630 630 630 630 630 630	19450 19400 19450 19450 19450 19450 19450 19450	LIABILITY AND PROPERTY INS. UI/WC/DISABILITY SELF-INS. LIABILITY AND PROPERTY INS. LIABILITY AND PROPERTY INS. LIABILITY AND PROPERTY INS. LIABILITY AND PROPERTY INS. LIABILITY AND PROPERTY INS. LIABILITY AND PROPERTY INS.	449300 449600 449300 449300 449300 449300 449300 443600	Liability Insurance Workers Comp. Premium Liability Insurance Liability Insurance Liability Insurance Liability Insurance Liability Insurance Other Professional Services	371,301.03 7,429.00 19,927.40 696,431.25 165,080.00 131,243.76 103,175.00 37,500.00	COMMERCIAL LIABILITY WORKERS COMP COMMERCIAL CRIME GENERAL LIABILITY EXCESS COMMERCIAL LIABILITY EXCESS COMMERCIAL LIABILITY EXCESS COMMERCIAL LIABILITY INSURANCE BROKER FEE
								Total Payment	1,532,087.44	
106692	01/31/25	ROMANOV, ANTON	010725	630	19450	LIABILITY AND PROPERTY INS.	458150	Insurance Claims-Liability	15,500.00	INSURANCE CLAIM
106694	01/31/25	BLACK HILLS ENERGY	2154604510/012425	100	19100	FACILITIES ADMINISTRATION	450220	Gas	164.63	3030 INDUSTRIAL WAY
106695	01/31/25	BLACK HILLS ENERGY	4648262628/012425	100	19100	FACILITIES ADMINISTRATION	450220	Gas	867.02	3026 INDUSTRIAL WAY
106696	01/31/25	CORE ELECTRIC COOPERATIVE	27240000/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	50.74	7870 N I-25 - CASTLE PINES RTD
106697	01/31/25	CORE ELECTRIC COOPERATIVE	95543683/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	84.94	104 FOURTH ST
106698	01/31/25	CORE ELECTRIC COOPERATIVE	81598201/012125	100	55200	FAIRGROUND OPERATIONS	450210	Electric	106.41	500 FAIRGROUNDS RD - EAST GROUNDS
106699	01/31/25	CORE ELECTRIC COOPERATIVE	95634857/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	137.65	2801 US HWY 85
106700	01/31/25	CORE ELECTRIC COOPERATIVE	95694350/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	174.28	410 S WILCOX ST
106701	01/31/25	CORE ELECTRIC COOPERATIVE	83538001/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	234.33	7865 LOUVIERS BLVD
106702	01/31/25	CORE ELECTRIC COOPERATIVE	20158900/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	294.67	410 FAIRGROUNDS RD
106703	01/31/25	CORE ELECTRIC COOPERATIVE	22026100/012125	100	55200	FAIRGROUND OPERATIONS	450210	Electric	532.22	500 FAIRGROUNDS RD - FG PARKING LIGHTS
106704	01/31/25	CORE ELECTRIC COOPERATIVE	21078600/012125	100	19920	FLEET-CAR WASH FACILITY	450210	Electric	556.83	3030 N INDUSTRIAL WAY
106705	01/31/25	CORE ELECTRIC COOPERATIVE	23719802/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	563.29	11815 SPRING VALLEY RD
106706	01/31/25	CORE ELECTRIC COOPERATIVE	81593003/012125	100	55200	FAIRGROUND OPERATIONS	450210	Electric	692.65	500 FAIRGROUNDS RD - SHOP
106707	01/31/25	CORE ELECTRIC COOPERATIVE	20159002/012125	100	55200	FAIRGROUND OPERATIONS	450210	Electric	706.22	500 FAIRGROUNDS RD - KIRK HALL
106708	01/31/25	CORE ELECTRIC COOPERATIVE	87172507/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	801.67	3026 N INDUSTRIAL WAY
106709	01/31/25	CORE ELECTRIC COOPERATIVE	95565859/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	815.59	410 S WILCOX ST
106710	01/31/25	CORE ELECTRIC COOPERATIVE	87141407/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,141.79	3020 N INDUSTRIAL WAY
106711	01/31/25	CORE ELECTRIC COOPERATIVE	25760600/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,462.44	410 FAIRGROUNDS RD
106712	01/31/25	CORE ELECTRIC COOPERATIVE	87010703/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,496.36	PUBLIC WORKS OPERATION

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
106713	01/31/25	CORE ELECTRIC COOPERATIVE	27214600/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,733.48	2965 US HWY 85
106714	01/31/25	CORE ELECTRIC COOPERATIVE	26013603/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	2,052.96	125 STEPHANIE PL
106715	01/31/25	CORE ELECTRIC COOPERATIVE	95493122/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	3,164.86	5747 E PETERSON RD
106716	01/31/25	CORE ELECTRIC COOPERATIVE	23511300/012125	100	55200	FAIRGROUND OPERATIONS	450210	Electric	9,070.65	500 FAIRGROUNDS RD - FG EVENTS CENTER
106717	01/31/25	CORE ELECTRIC COOPERATIVE	21845501/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	9,736.19	100 THIRD ST - PS MILLER
106718	01/31/25	CORE ELECTRIC COOPERATIVE	81598101/012325	100	55200	FAIRGROUND OPERATIONS	450210	Electric	49.58	500 FAIRGROUNDS RD - PAVILION
106719	01/31/25	CORE ELECTRIC COOPERATIVE	95629967/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	23.45	125 STEPHANIE PL
106720	01/31/25	CORE ELECTRIC COOPERATIVE	86156700/012125	100	19100	FACILITIES ADMINISTRATION	450210	Electric	28.94	100 THIRD ST - PS MILLER GARAGE
106721	01/31/25	HIGHLANDS RANCH COMMUNITY ASSOCIATION INC	062024	100	11100	OFFICE OF THE BOARD	447570	Community Outreach	22,000.00	FIREWORKS SHOW
106722	02/03/25	NATIONAL ASSOCIATION OF COUNTIES	202433153	100	802000	LEGISLATIVE SERVICES	446300	Prof. Membership & Licenses	2,881.00	2025 COUNTY DUES
106723	02/04/25	BLACK HILLS ENERGY	3383073735/012425	100	19150	JUSTICE CENTER FACILITY MGMT	450220	Gas	35,646.66	4000 JUSTICE WAY
106724	02/04/25	CORE ELECTRIC COOPERATIVE	21882401/012125	100	19150	JUSTICE CENTER FACILITY MGMT	450210	Electric	31,528.11	4000 JUSTICE WAY
106725	02/04/25	CRISIS CENTER	DV181804	100	16400	COMMUNITY SERVICES	465100	Contributions - Misc.	122,155.25	JAN-SEP 2024 SERVICES
106726	02/04/25	ERO RESOURCES CORPORATION	106902	260	800645	EAST-WEST REGIONAL TRAIL	473500	Parks & Recreation Improvement	720.70	HAPPY CANYON CREEK MONITORING
106727	02/04/25	TEAL, GEORGE	011925-012325	100	802000	LEGISLATIVE SERVICES	445300	Travel Expense	414.23	INAUGURATION TRAVEL REIMBURSEMENT
525385	01/29/25	ANOTHER SCENE LANDSCAPE CONSTRUCTION	1096	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/FMWRM Wildfire	4,163.00	WILDFIRE MITIGATION PROGRAM
525386	01/29/25	ARAPAHOE COUNTY SHERIFF'S OFFICE	ACCIV2500147	223	28501	DA 23RD - STATE MANDATED COSTS	443650	Process Services-State Mandate	13.55	PROCESS SERVICES
525387	01/29/25	XCEL ENERGY	5340382016/011725	100	19100	FACILITIES ADMINISTRATION	450210	Electric	609.22	2224 N WILDCAT RESERVE PKWY
525388	01/29/25	XCEL ENERGY	5341164978/012225 5341164978/012225	100 100	19100 19100	FACILITIES ADMINISTRATION FACILITIES ADMINISTRATION	450210 450220	Electric Gas	1,471.31 380.03	8717 MIDWAY DR - ELECTRIC 8717 MIDWAY DR - GAS
								Total Payment	1,851.34	
525389	01/29/25	UNITED STATES TREASURY	CP161120924	100	17100	HR ADMIN	459100	Errors & Omissions	1,260.46	2023 PATIENT CENTERED OUTCOMES RESEARCH INSTITUTE FEES
525391	01/30/25	INSIGHT PSYCHOLOGICAL SERVICES & BIOFEEDBACK	102324	210	44500	CHILD WELFARE	443600	Other Professional Services	2,100.00	RECORDS REVIEW
525392	01/30/25	XCEL ENERGY	5397826603/011725 5397826603/011725	100 100	19175 19175	HIGHLANDS RANCH SUBSTATION FAC HIGHLANDS RANCH SUBSTATION FAC	450210 450220	Electric Gas	4,846.89 3,421.33	9250 ZOTOS DR - ELECTRIC 9250 ZOTOS DR - GAS
								Total Payment	8,268.22	
525393	01/30/25	XCEL ENERGY	5319329594/010225	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	1,335.76	DEC 2024 STREET LIGHTS
525394	01/30/25	XCEL ENERGY	5389108889/011525	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	178.63	VEHICLE MESSAGE SIGN
525395	01/30/25	XCEL ENERGY	5319329652/010225	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	2,252.27	DEC 2024 SIGNALS
525396	01/31/25	EL PASO COUNTY SHERIFF	24008405	223	28501	DA 23RD - STATE MANDATED COSTS	443650	Process Services-State Mandate	9.10	PROCESS SERVICES

DOUGLAS COUNTY GOVERNMENT
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
525397	01/31/25	UNITED STATES TREASURY	013025	100	100	GENERAL FUND	219700	Accrued Federal W/H	7.50	Q4 2024 941 SUBMISSION
525398	01/31/25	WAGNER, LISA A	159425	223	28501	DA 23RD - STATE MANDATED COSTS	433990	Transcriptions-State Mandated	32.40	TRANSCRIPTION SERVICES
525399	02/03/25	COLORADO DISTRICT ATTORNEY'S COUNCIL	32286	223	28001	DA 23RD - DISTRICT MO ALLOC	446400	Books & Subscription	15,605.08	WESTLAW SUBSCRIPTION
			32285	223	28001	DA 23RD - DISTRICT MO ALLOC	446300	Prof. Membership & Licenses	38,519.90	ANNUAL ASSESSMENT
			32289	223	28001	DA 23RD - DISTRICT MO ALLOC	446300	Prof. Membership & Licenses	690.30	ANNUAL DUES
								Total Payment	54,815.28	
525400	02/03/25	DOMINION WATER AND SANITATION DISTRICT	1012	296	861577	ARPA-REVENUE REPLACEMENT	465100	Contributions - Misc./Dominion	2,023.26	LOUVIERS PIPELINE PROJECT
525401	02/03/25	DOUGLAS COUNTY IMPACT UNIT	2025 IMPACT CONTRIBUTION	223	28001	DA 23RD - DISTRICT MO ALLOC	446300	Prof. Membership & Licenses	192.00	2025 IMPACT CONTRIBUTION
525402	02/03/25	HAMILTON, JEFFREY A	102824	100	11300	BOARD OF EQUALIZATION	447500	Other Purchased Services	340.00	ABATEMENT HEARING
525403	02/03/25	T R MILES TECHNICAL CONSULTANTS INC	5427	100	801527	DC BIOCHAR PROJECT	443600	Other Professional Services	2,560.00	BIOCHAR PROJECT
								Grand Total:	<u>1,926,510.33</u>	

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DOUGLAS COUNTY GOVERNMENT
Payment Register Report

2/3/2025
14:26:26

<u>Payment Number</u>	<u>Payment Date</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Amount</u>	<u>Remark</u>
106730	02/04/25	J P MORGAN CHASE BANK	013125	1,449,689.81	2025 PCARD PURCHASES - 013125
				<u>1,449,689.81</u>	

J.P.Morgan

JPMORGAN CHASE BANK NA
P.O. BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

ACCOUNT NUMBER	[REDACTED]
PAYMENT DUE DATE	02/14/2025
AMOUNT DUE	\$1,449,689.81
CURRENT BALANCE	\$1,449,689.81

Remit To: JPMORGAN CHASE BANK NA
P.O. BOX 4475
CAROL STREAM, IL 60197-4475

AMOUNT ENCLOSED \$

DOUGLAS COUNTY GOVT
CAROLYN RIGGS
100 THIRD STREET
SUITE 130
CASTLE ROCK CO 80104-2425

** 0000000

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: DOUGLAS COUNTY GOVT

ACCOUNT NUMBER: [REDACTED]

CLOSING DATE	01-31-25
CREDIT LIMIT	2,000,000
AVAILABLE CREDIT	550,310

FOR CUSTOMER SERVICE CALL:
1-800-316-6056

FOR TTY/TDD SERVICE CALL:
1-800-955-8060

SEND BILLING INQUIRIES TO:
JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

PREVIOUS BALANCE	688,391.63
PURCHASES AND OTHER CHARGES	1,461,613.72
CASH ADVANCES	.00
CREDITS	11,923.91
PAYMENTS	688,391.63-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	1,449,689.81
TOTAL PAYMENT DUE	1,449,689.81
DISPUTED AMOUNT	.00

Spend Analysis by Merchant

Run Date: 02/03/2025

Report ID: 10013

Posting Date: 01/01/2025 - 01/31/2025

DOUGLAS COUNTY GOVT
 CAROLYN RIGGS
 100 THIRD STREET
 CASTLE ROCK, CO 80104-2425 USA

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
PINNACOL ASSURANCE	581,248.07	39.45	116,249.61	5	5.00
TOWN OF CASTLE ROCK	30,075.49	2.04	3,759.44	8	8.00
INSIGHT PUBLIC SECTOR	29,683.87	2.01	2,968.39	10	10.00
VZWRLSS*APOCC VISB	26,925.35	1.83	13,462.68	2	2.00
481 PURCELL TIRE	25,872.28	1.76	1,361.70	19	19.00
NATIONAL ASSOCIATION O	22,000.00	1.49	22,000.00	1	1.00
ALL TRUCK AND TRAILER	21,295.93	1.45	575.57	37	37.00
CAMFIL USA, INC	20,849.19	1.41	10,424.60	2	2.00
WICKED COLLISION CENTE	18,677.91	1.27	3,112.99	6	6.00
WAGNER EXCHANGE, LLC	18,559.58	1.26	927.98	20	20.00
MARRIOTT	17,615.56	1.72	8,807.78	2	2.00
VZWRLSS*MY VZ VB P	17,001.23	1.15	8,500.62	2	2.00
DIVERSIFIED BODY AND P	15,319.95	1.04	5,106.65	3	3.00
UNITED AIRLINES	14,255.21	1.07	347.69	41	41.00
CELLEBRITE INC.	14,233.33	0.97	14,233.33	1	1.00
GOVCONNECTION	13,234.79	1.26	1,203.16	11	11.00
NEOGOV	12,590.50	0.85	6,295.25	2	2.00
SOUTHWEST AIRLINES	11,130.10	1.00	397.50	28	28.00
COLORADO PETROLEUM	10,495.55	0.71	2,099.11	5	5.00
L.A.W.S.	10,277.14	0.70	1,468.16	7	7.00
UNITED SITE SERVICES	9,569.03	0.65	382.76	25	25.00
STATE OF COLORADO RCLE	9,435.00	0.64	349.44	27	27.00
SOURCE MANAGEMENT	7,676.93	0.52	137.09	56	56.00
FIX AUTO HIGHLAND RANC	7,118.73	0.48	7,118.73	1	1.00
IN *BLACK WIDOW ARENA	7,073.66	0.48	3,536.83	2	2.00
TRASH CANS WAREHOUSE	6,898.58	0.47	6,898.58	1	1.00
BI, INC AP	6,461.25	0.44	6,461.25	1	1.00
IN *ALL ANIMAL RECOVER	6,325.00	0.43	6,325.00	1	1.00
AMERICAN PLAQUES COMPA	6,278.35	0.43	6,278.35	1	1.00

Merchant Name	Amount % Of		Average		Count % Of	
	Amount	Total	Amount	Count	Total	Total
SENSORMATIC TSP	6,165.00	0.42	2,055.00	3	3.00	
BADGEANDWALLET.COM	6,121.00	0.42	6,121.00	1	1.00	
HTL*EMBASSYSUITESB	5,756.49	0.39	1,918.83	3	3.00	
THE HOME DEPOT #1531	5,578.54	0.38	192.36	29	29.00	
(PC) 1872 CED	5,486.40	0.37	2,743.20	2	2.00	
SQ *AUTO GLASS WORKS	5,182.51	0.35	345.50	15	15.00	
THOMSON WEST*TCD	5,112.85	0.35	2,556.43	2	2.00	
GDP*GDP*MATT BLESSINGE	5,100.00	0.35	2,550.00	2	2.00	
IN *SNODEPOT LLC	5,006.00	0.34	5,006.00	1	1.00	
APA	4,979.00	0.34	829.83	6	6.00	
T-M SERVICE COMPANY	4,663.97	0.32	4,663.97	1	1.00	
LAW.DU.EDU	4,571.92	0.31	1,523.97	3	3.00	
SP N-EAR	4,518.70	0.31	4,518.70	1	1.00	
OYO HOTELS	4,500.00	0.31	195.65	23	23.00	
VECTORS INC	4,446.00	0.30	4,446.00	1	1.00	
E&G TERMINAL CORPORATI	4,281.22	0.29	2,140.61	2	2.00	
CDW GOVT #AC2SP3T	4,094.98	0.28	4,094.98	1	1.00	
4IMPRINT, INC	4,007.27	0.27	1,335.76	3	3.00	
SQ *KENZ & LESLIE DIST	3,999.00	0.27	1,999.50	2	2.00	
SESAC	3,949.00	0.27	3,949.00	1	1.00	
SQ *INDEPENDENT RESTOR	3,937.50	0.27	3,937.50	1	1.00	
OJ WATSON	3,753.83	0.25	625.64	6	6.00	
GOVERNMENT FINANCE OFF	3,735.00	0.25	933.75	4	4.00	
JENSON USA	3,716.89	0.25	3,716.89	1	1.00	
RED HILL SUPPLY-SOURCE	3,638.91	0.25	606.49	6	6.00	
TYLER USER CONFERENCE	3,597.00	0.24	1,199.00	3	3.00	
PAGEFREEZER.COM	3,575.00	0.24	3,575.00	1	1.00	
DRIVEPOINT CDL ACADEMY	3,500.00	0.24	3,500.00	1	1.00	
WWWMUGABUGPESTCONTROL	3,411.00	0.23	1,705.50	2	2.00	
CENTENNIAL WATER SANI	3,370.31	0.23	240.74	14	14.00	
FARM DEALER	3,238.71	0.22	462.67	7	7.00	
AMERICAN AIRLINES	3,131.17	0.22	284.65	11	11.00	
INTERSTATE BATTERIES P	3,127.89	0.21	1,042.63	3	3.00	
MURDOCH'S RANCH&HOME #	2,784.54	0.19	185.64	15	15.00	
IN *COLORADO GOVERNMEN	2,750.00	0.19	2,750.00	1	1.00	
SQ *LOWER THE BARRIER	2,725.00	0.18	2,725.00	1	1.00	
SOURCES INC	2,710.40	0.18	1,355.20	2	2.00	
LOWES #02274*	2,667.76	0.18	205.21	13	13.00	
SP KINETIC DOG FOOD	2,634.58	0.18	2,634.58	1	1.00	

Merchant Name	Amount % Of		Average		Count % Of	
	Amount	Total	Amount	Count	Total	Total
CENTER COPY PRINTING	2,619.31	0.18	137.86	19	19.00	
WAGNER EQUIPMENT CO	2,593.00	0.18	2,593.00	1	1.00	
ZORO TOOLS INC	2,570.77	0.17	514.15	5	5.00	
COLORADO CORONERS ASSO	2,534.84	0.17	1,267.42	2	2.00	
ALRECO	2,430.00	0.16	2,430.00	1	1.00	
INLAND TRUCK PARTS	2,416.41	0.16	483.28	5	5.00	
GRAINGER	2,373.64	0.16	158.24	15	15.00	
ROCKY MOUNTAIN AIR SOL	2,366.11	0.16	591.53	4	4.00	
COLORADO EMERGENCY MAN	2,310.00	0.16	462.00	5	5.00	
FLYING HORSE CATERING	2,308.15	0.16	1,154.08	2	2.00	
ROLL-RITE LLC	2,275.98	0.15	1,137.99	2	2.00	
BROADCAST MUSIC INC B	2,256.00	0.15	2,256.00	1	1.00	
SP SAFARILAND	2,256.00	0.15	2,256.00	1	1.00	
IN *MALCO AUTO SUPPLY	2,246.38	0.15	561.60	4	4.00	
GIH*GLOBALINDUSTRIALEQ	2,176.62	0.15	1,088.31	2	2.00	
CORE ELECTRIC COOPERAT	2,175.78	0.15	241.75	9	9.00	
RAM PRODUCTS, LTD.	2,168.25	0.15	542.06	4	4.00	
CO WILDLAND FIRE & INC	2,150.00	0.15	2,150.00	1	1.00	
APEX WASTE SOLUTIONS -	2,125.86	0.14	2,125.86	1	1.00	
ARROWHEAD FORENSICS	2,086.31	0.14	521.58	4	4.00	
COMFORT INNS	2,048.50	0.15	186.23	11	11.00	
CINTAS CORP	1,995.59	0.14	199.56	10	10.00	
KING SOOPERS #0125	1,954.42	0.13	195.44	10	10.00	
COLORADOCHAPTERICC.ORG	1,954.26	0.13	488.57	4	4.00	
FELLING TRAILERS	1,934.08	0.13	1,934.08	1	1.00	
THE HOME DEPOT #1516	1,904.34	0.13	211.59	9	9.00	
SP HEATTRAK	1,879.10	0.13	1,879.10	1	1.00	
INFORMA CONNECT	1,860.00	0.13	1,860.00	1	1.00	
SP EINSTAR	1,799.00	0.12	1,799.00	1	1.00	
WESTSIDE TOWING	1,782.00	0.12	127.29	14	14.00	
MCCANDLESS TRUCK CENTE	1,776.29	0.12	296.05	6	6.00	
VANCE BROTHERS KC SALE	1,758.00	0.12	1,758.00	1	1.00	
MILE HIGH SHRM	1,727.32	0.12	431.83	4	4.00	
INT'L CODE COUNCIL	1,725.00	0.12	575.00	3	3.00	
AMZN MKTP US*ZD63U1T70	1,692.95	0.11	1,692.95	1	1.00	
MHC-KW-DENVER MOTO	1,656.02	0.11	1,656.02	1	1.00	
INT'L CODE COUNCIL INC	1,648.39	0.11	412.10	4	4.00	
SP ANTHROSCHAIR	1,647.00	0.11	1,647.00	1	1.00	
A&A TOPPER SALES LITTL	1,599.99	0.11	1,599.99	1	1.00	

Merchant Name	Amount	Amount % Of		Average		Count % Of	
		Total	Total	Amount	Count	Total	Total
IN *GATORLINE PRODUCTS	1,566.70	0.11		1,566.70	1	1.00	
PARKER TOWING	1,549.28	0.11		1,549.28	1	1.00	
EATON SALES & SERVICES	1,532.58	0.10		1,532.58	1	1.00	
LEGACY PLOW & TRAILER	1,527.25	0.10		763.63	2	2.00	
HOMEDEPOT.COM	1,511.85	0.11		251.98	6	6.00	
PROPANE CO. PROCESSING	1,503.08	0.10		501.03	3	3.00	
CVENT* PIKES PEAK WINT	1,500.00	0.10		500.00	3	3.00	
MAINTENANCE RESOURCES	1,500.00	0.10		1,500.00	1	1.00	
AMAZON MKTPL*ZG0HN5ZS1	1,499.90	0.10		1,499.90	1	1.00	
BEST BUY 00002105	1,497.99	0.12		749.00	2	2.00	
MOUNTAIN VIEW ELECTRIC	1,483.58	0.10		1,483.58	1	1.00	
RSD - CENTENNIAL#74	1,480.08	0.10		740.04	2	2.00	
HARRAHS HOTELS AND CASINOS	1,479.60	0.10		739.80	2	2.00	
SQ *GENERAL AIR SERVIC	1,460.00	0.10		1,460.00	1	1.00	
LOS VOLCANES MEXICAN R	1,438.41	0.10		1,438.41	1	1.00	
E 470 EXPRESS TOLLS	1,436.65	0.10		478.88	3	3.00	
LA QUINTA INN AND SUITES	1,433.00	0.10		238.83	6	6.00	
FORCE AMER. DISTRIBUTI	1,422.37	0.10		711.19	2	2.00	
TJM PROMOS	1,419.77	0.10		1,419.77	1	1.00	
SAFETY RESTRAINT CHAIR	1,417.95	0.10		708.98	2	2.00	
EZCATER*CAPRIOTTIS	1,409.67	0.10		704.84	2	2.00	
WCI*WASTE CONNECTIONS	1,361.59	0.09		1,361.59	1	1.00	
ATT* BILL PAYMENT	1,338.65	0.09		334.66	4	4.00	
JOHN ELWAY CHEVROLET	1,292.20	0.09		1,292.20	1	1.00	
AMAZON MKTPL*ZC6KK7T61	1,290.54	0.09		1,290.54	1	1.00	
WANCO INC	1,290.30	0.09		184.33	7	7.00	
SUMMIT TRUCK BODIES	1,281.43	0.09		640.72	2	2.00	
RANEY'S LLC	1,275.04	0.09		637.52	2	2.00	
GRAMMARLY CO*RMNWPZC	1,260.00	0.09		1,260.00	1	1.00	
SP MICRODYNAMICS	1,257.00	0.09		1,257.00	1	1.00	
CENTERCOPYPRINTING	1,254.75	0.09		250.95	5	5.00	
FAIRENTRY LEARNGROW	1,250.00	0.08		1,250.00	1	1.00	
ACTIVE911 INC	1,233.66	0.08		1,233.66	1	1.00	
PAYPAL *LCISERVICES	1,230.00	0.08		615.00	2	2.00	
ACFE	1,225.00	0.08		612.50	2	2.00	
MCNICHOLS COMPANY	1,223.00	0.08		1,223.00	1	1.00	
REXEL 7327	1,221.79	0.08		610.90	2	2.00	
AVTECH ELECTRONICS INC	1,204.70	0.08		401.57	3	3.00	
MOORE LUMBER-CASTLE RO	1,199.40	0.08		1,199.40	1	1.00	

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
CENTURYLINK LUMEN	1,156.21	0.08	385.40	3	3.00
JAMES HARRIS	1,153.62	0.08	1,153.62	1	1.00
YEARLI.COM	1,150.88	0.08	1,150.88	1	1.00
MES/WARREN FIRE/LAWMEN	1,150.87	0.08	1,150.87	1	1.00
CASTLEROCK FORD PARTS	1,147.31	0.08	1,147.31	1	1.00
WWW.APWA.NET	1,104.00	0.07	276.00	4	4.00
SQ *REGIONAL TRANSPORT	1,100.00	0.07	1,100.00	1	1.00
AMAZON MKTPL*ZD39D3SG1	1,098.00	0.07	1,098.00	1	1.00
WIX.COM	1,080.00	0.07	1,080.00	1	1.00
IN *TRIBE RECOVERY HOM	1,075.00	0.07	1,075.00	1	1.00
PROGREEN EXPO25	1,070.00	0.07	1,070.00	1	1.00
SCHERER METALS	1,068.00	0.07	1,068.00	1	1.00
ACE-KAUFMAN STAMP & SE	1,060.15	0.07	1,060.15	1	1.00
SPI*DIRECTV SERVICE	1,035.88	0.07	1,035.88	1	1.00
STARLINK INTERNET	1,035.00	0.07	517.50	2	2.00
IN *HAZELBROOK SOBER L	1,025.00	0.07	1,025.00	1	1.00
HOLIDAY INNS	1,020.08	0.07	170.01	6	6.00
PAYPAL *WEECYCLE	1,000.00	0.07	1,000.00	1	1.00
FSP*SOUTHWEST MOBILE S	994.26	0.07	497.13	2	2.00
AMAZON MKTPL*ZC3VZ7T41	985.84	0.07	985.84	1	1.00
MPIX	979.16	0.07	489.58	2	2.00
CERTUS/TPC TRAINING	975.00	0.07	975.00	1	1.00
AT&T PAYMENT	972.99	0.07	972.99	1	1.00
VA	950.00	0.06	475.00	2	2.00
EASTERN SLOPE RURAL TE	942.57	0.06	471.29	2	2.00
SANTIAGOS MEXICAN REST	941.45	0.06	235.36	4	4.00
AATRIX SOFTWARE LLC	935.20	0.06	467.60	2	2.00
BUDGET RENT-A-CAR	932.05	0.06	932.05	1	1.00
DVL GROUP INC	915.00	0.06	915.00	1	1.00
GOOGLE ADS6207507262	912.00	0.06	456.00	2	2.00
MERCEDES BENZ LITTLETO	885.60	0.06	442.80	2	2.00
AMAZON MKTPL*Z532D6M60	854.95	0.06	854.95	1	1.00
NACCHO	850.00	0.06	850.00	1	1.00
THE HOME DEPOT #1540	845.54	0.06	120.79	7	7.00
MINUTEMAN PRESS - CAST	837.95	0.06	279.32	3	3.00
EZCATER*PANERA BREAD	837.58	0.06	418.79	2	2.00
PDM STL SVC CTR-128	828.95	0.06	828.95	1	1.00
ABI ATTACHMENTS INC	812.08	0.06	812.08	1	1.00
VRBO HAXHVF5D	810.75	0.06	810.75	1	1.00

Merchant Name	Amount % Of		Average		Count % Of	
	Amount	Total	Amount	Count	Total	Total
IN *KRISTIE LYN STUDIO	795.00	0.05	795.00	1	1.00	1.00
21ST CENTURY - 42 - ST	785.52	0.05	785.52	1	1.00	1.00
CASTLE PINES CHAMBER O	780.00	0.05	390.00	2	2.00	2.00
BALLASTSHOP	773.91	0.05	773.91	1	1.00	1.00
BOBCAT PARKER	769.52	0.05	153.90	5	5.00	5.00
ROUGH COUNTRY	749.85	0.05	749.85	1	1.00	1.00
EXTENDED STAY	747.03	0.05	373.52	2	2.00	2.00
AMAZON.COM*ZG7L66UK0	739.98	0.05	739.98	1	1.00	1.00
CELLHIRE USA	720.22	0.05	360.11	2	2.00	2.00
H2O POWER EQUIPMENT	719.37	0.05	719.37	1	1.00	1.00
HILTON PORTLAND SERTIF	719.20	0.05	359.60	2	2.00	2.00
CORDANT HEALTH SOLUTIO	714.29	0.05	357.15	2	2.00	2.00
GEOSHACK DENVER	713.40	0.05	713.40	1	1.00	1.00
TLO TRANSUNION	711.00	0.05	355.50	2	2.00	2.00
AMAZON MKTPL*ZP4V05E11	699.75	0.05	699.75	1	1.00	1.00
5.11 TACTICAL	695.00	0.05	347.50	2	2.00	2.00
HYATT HOTELS	687.55	0.12	98.22	7	7.00	7.00
AMAZON MKTPL*ZG6ND9MX2	687.48	0.05	687.48	1	1.00	1.00
AMAZON MKTPL*ZG0QJ9910	686.19	0.05	686.19	1	1.00	1.00
AMAZON.COM*Z55L85WP2	684.42	0.05	684.42	1	1.00	1.00
AMZN MKTP US*Z77MI3112	676.00	0.05	676.00	1	1.00	1.00
COLORADO ASSOCIATION O	675.00	0.05	675.00	1	1.00	1.00
DEN PUBLIC PARKING	672.00	0.05	96.00	7	7.00	7.00
FSP*COAST2COAST CATERS	669.50	0.05	669.50	1	1.00	1.00
LEXISNEXIS RISK SOL	666.67	0.05	333.34	2	2.00	2.00
MOTOROLA SOLUTIONS ONL	665.76	0.05	665.76	1	1.00	1.00
GOOGLE *CLOUD 8VGSVF	663.13	0.05	663.13	1	1.00	1.00
ASSOC OF CO CTY ADMIN	650.00	0.04	650.00	1	1.00	1.00
MGM HOME SERVICES	650.00	0.04	325.00	2	2.00	2.00
GLASER ENERGY GROUP IN	643.82	0.04	643.82	1	1.00	1.00
QUALITY FIRST SERVICE	643.27	0.04	643.27	1	1.00	1.00
LEDGLOBALSU	641.55	0.04	641.55	1	1.00	1.00
AIRBNB * HM9MB9TYJ3	638.28	0.04	638.28	1	1.00	1.00
AMAZON MKTPL*Z74LE7H82	638.02	0.04	638.02	1	1.00	1.00
IAFCI	630.00	0.04	630.00	1	1.00	1.00
AWARDS WITH MORE	624.95	0.04	624.95	1	1.00	1.00
AMZN MKTP US*ZD1YA4UR2	614.39	0.04	614.39	1	1.00	1.00
AMZN MKTP US*ZG9K70Q62	614.39	0.04	614.39	1	1.00	1.00
COUNTY SHERIFFS OF COL	600.00	0.04	600.00	1	1.00	1.00

Merchant Name	Amount	Amount % Of		Average		Count % Of	
		Total		Amount	Count	Total	
IABTI.ORG	600.00	0.04		600.00	1	1.00	
WWW.GIOA.US	600.00	0.04		300.00	2	2.00	
WEAR PARTS AND EQUIPME	598.62	0.04		598.62	1	1.00	
SOCIETYFORHUMANRESOURC	580.25	0.04		193.42	3	3.00	
NICKBOOT	580.00	0.04		580.00	1	1.00	
VZWRLSS*IVR VB	562.67	0.04		562.67	1	1.00	
HAMPTON INN HOTELS	559.51	0.04		79.93	7	7.00	
MHC-KW-SOUTH DENVER MO	556.68	0.04		278.34	2	2.00	
AUTOMATED BUILDING SOL	550.00	0.04		550.00	1	1.00	
DETECTACHEM INC	548.73	0.04		548.73	1	1.00	
EINSTEIN BROS-ONLINE C	545.11	0.04		272.56	2	2.00	
GRANT WRITING USA	545.00	0.04		545.00	1	1.00	
MMS GOV SOLUTION LLC	544.87	0.04		181.62	3	3.00	
AMAZON MKTPL*Z553282Y2	541.65	0.04		541.65	1	1.00	
2516 - CPS DSTRBTRS	537.24	0.04		537.24	1	1.00	
KLEEN RITE CORP	529.23	0.04		264.62	2	2.00	
PLIVO.COM	515.00	0.03		515.00	1	1.00	
HOTEL MCCOY 8447829622	507.82	0.03		507.82	1	1.00	
CES 691	505.77	0.03		252.89	2	2.00	
PAYPAL *CPOW	500.00	0.03		250.00	2	2.00	
SCHOOL OF PUBLIC AFFAI	500.00	0.03		500.00	1	1.00	
AMAZON MKTPL*ZC8AQ7HM2	498.16	0.03		498.16	1	1.00	
USPS.COM CLICKNSHIP	497.88	0.03		19.15	26	26.00	
AMAZON.COM*ZC6RU2MB2	496.26	0.03		496.26	1	1.00	
SHERWIN-WILLIAMS707457	495.30	0.03		123.83	4	4.00	
UCCS PAYMENT INTERNET	495.00	0.03		495.00	1	1.00	
AMAZON MKTPL*Z59RT4B70	493.64	0.03		493.64	1	1.00	
BEST WESTERN HOTELS	489.96	0.03		489.96	1	1.00	
KZ CATERING LLC	485.00	0.03		485.00	1	1.00	
AMAZON MKTPL*Z54OV1YD2	484.10	0.03		484.10	1	1.00	
COLORADOLAND TIRE 7301	482.76	0.03		482.76	1	1.00	
STUDIO 4130	480.00	0.03		480.00	1	1.00	
AMAZON.COM*Z50QA6PP1	479.70	0.03		479.70	1	1.00	
EXTRA SPACE 1458	479.00	0.03		479.00	1	1.00	
CO COMM MEDIA	477.99	0.03		477.99	1	1.00	
HARBOR FREIGHT TOOLS29	468.90	0.03		234.45	2	2.00	
AMAZON MKTPL*ZG6LY9W00	464.46	0.03		464.46	1	1.00	
TST*SCILEPPIS AT THE O	460.28	0.03		115.07	4	4.00	
IN *NATIONAL ASSOCIATI	450.00	0.03		225.00	2	2.00	

Merchant Name	Amount % Of		Average		Count % Of	
	Amount	Total	Amount	Count	Total	Total
COMCAST DENVER	444.78	0.03	148.26	3	3.00	
AMAZON MKTPL*ZD4XA5951	443.63	0.03	443.63	1	1.00	
AMAZON MKTPL*ZC7348QG2	443.46	0.03	443.46	1	1.00	
AMAZON MKTPL*ZD5935MX0	438.46	0.03	438.46	1	1.00	
INSIGHT AUTO GLASS	435.28	0.03	435.28	1	1.00	
MOMAR INCORPORATED	435.00	0.03	435.00	1	1.00	
PIONEER MATERIALS WEST	433.60	0.03	216.80	2	2.00	
ARBICO ORGANICS	431.19	0.03	431.19	1	1.00	
AMAZON.COM*ZD0U130U0	430.74	0.03	430.74	1	1.00	
AMZN MKTP US*ZP6M47FK1	430.00	0.03	430.00	1	1.00	
AMAZON.COM*ZD7P297E1	427.99	0.03	427.99	1	1.00	
E. G. STAATS	425.75	0.03	425.75	1	1.00	
PY *POSTPARTUM SUPPOR	425.00	0.03	425.00	1	1.00	
GRAMMARLY CO*MFK9YLF	424.08	0.03	424.08	1	1.00	
COLORADO SECURITY PROD	421.40	0.03	210.70	2	2.00	
PANERA BREAD #202448 O	421.37	0.03	140.46	3	3.00	
AMAZON MKTPL*ZD0AM35I0	420.29	0.03	420.29	1	1.00	
CCCA	420.00	0.03	420.00	1	1.00	
AMZN MKTP US*ZG4RU1222	418.99	0.03	418.99	1	1.00	
B&H PHOTO 800-606-696	418.60	0.03	418.60	1	1.00	
IN *CITYDATA INC.	415.00	0.03	415.00	1	1.00	
MSFT * E0500V15NU	414.00	0.03	414.00	1	1.00	
AMZN MKTP US*Z557V71M2	412.80	0.03	412.80	1	1.00	
DAYS INNS	412.80	0.03	103.20	4	4.00	
AMAZON.COM*Z555Y3G60	404.97	0.03	404.97	1	1.00	
AMAZON MKTPL*Z585G63R0	403.01	0.03	403.01	1	1.00	
SHERATON	402.58	0.03	402.58	1	1.00	
WAL-MART #0984	402.13	0.03	50.27	8	8.00	
PAYPAL *ABMDI	400.00	0.03	400.00	1	1.00	
SHADE CLOTH STORE	399.98	0.03	399.98	1	1.00	
BLAIN'S FARM & FLEET	399.95	0.03	399.95	1	1.00	
TRANSPARENT CLEA	396.24	0.03	396.24	1	1.00	
ASSOC FOR TALENT DEV	394.00	0.03	394.00	1	1.00	
SUBURBAN TOPPERS	393.00	0.03	393.00	1	1.00	
PRSA MEMBERSHIPS	382.00	0.03	382.00	1	1.00	
AMAZON MKTPL*ZD69W6XF2	380.48	0.03	380.48	1	1.00	
LIFELOC TECHNOLOGIES	378.85	0.03	189.43	2	2.00	
AMAZON MKTPL*ZD0FE7DZ0	374.97	0.03	374.97	1	1.00	
PARRYS PIZZERIA - CAS	372.53	0.03	186.27	2	2.00	

Merchant Name	Amount % Of		Average		Count % Of	
	Amount	Total	Amount	Count	Total	Total
CASTLE ROCK FIRE DEPAR	361.56	0.02	361.56	1	1.00	1.00
1000BULBS.COM	360.59	0.02	360.59	1	1.00	1.00
ASFPM	360.00	0.02	180.00	2	2.00	2.00
AMAZON.COM*ZD7HJ7IT1	357.70	0.02	357.70	1	1.00	1.00
AMAZON.COM*ZG5K11HT2	357.70	0.02	357.70	1	1.00	1.00
MAGNATAG INC.	351.10	0.02	351.10	1	1.00	1.00
APPRAISAL INSTITUTE	350.00	0.02	350.00	1	1.00	1.00
INDUSTRIAL MOTORS & MA	350.00	0.02	350.00	1	1.00	1.00
AMAZON.COM*ZG5L51VC2	344.99	0.02	344.99	1	1.00	1.00
HYDRA FLEX	344.04	0.02	344.04	1	1.00	1.00
AMZN MKTP US*ZP52W29P1	340.99	0.02	340.99	1	1.00	1.00
EZCATER*SNARFS SANDWIC	340.67	0.02	340.67	1	1.00	1.00
TST*THE OFFICE CO. BAR	338.21	0.02	84.55	4	4.00	4.00
CAPITOL HILL CLUB	335.83	0.02	335.83	1	1.00	1.00
ENTERPRISE RENT-A-CAR	335.36	0.02	111.79	3	3.00	3.00
SQ *ABSOLUTE GRAPHICS,	335.00	0.02	335.00	1	1.00	1.00
BATTERY PLEX INC	333.92	0.02	333.92	1	1.00	1.00
SPIKES TROPHIES	333.16	0.02	333.16	1	1.00	1.00
QDOBA 2329 ONLINE	332.00	0.02	332.00	1	1.00	1.00
USPS PO BOXES ONLINE	332.00	0.02	332.00	1	1.00	1.00
WM SUPERCENTER #984	324.00	0.02	46.29	7	7.00	7.00
CONTOUR	316.99	0.02	158.50	2	2.00	2.00
AMAZON MKTPL*Z56047OE2	315.65	0.02	315.65	1	1.00	1.00
AMZN MKTP US*ZC23444K1	313.90	0.02	313.90	1	1.00	1.00
SP FLUKE	312.28	0.02	312.28	1	1.00	1.00
TST*RICHARD SANDOVAL R	312.00	0.02	312.00	1	1.00	1.00
MAILCHIMP	309.00	0.02	103.00	3	3.00	3.00
AMAZON MKTPL*ZG7SF4500	307.99	0.02	307.99	1	1.00	1.00
ELITE SPORTS	304.48	0.02	304.48	1	1.00	1.00
SPORTSMANS GUIDE	304.41	0.02	304.41	1	1.00	1.00
CORPORATE TRANSLATE	303.44	0.02	303.44	1	1.00	1.00
AXON	300.00	0.02	300.00	1	1.00	1.00
SAFEWARE-MOTO	300.00	0.02	300.00	1	1.00	1.00
APPLE.COM/US	299.00	0.02	99.67	3	3.00	3.00
SHILO INN	297.00	0.02	148.50	2	2.00	2.00
IN *COOL SHADE UNLIMIT	290.00	0.02	145.00	2	2.00	2.00
SAMSClub #4853	289.35	0.02	289.35	1	1.00	1.00
AMZN MKTP US*Z56QU5LB1	288.00	0.02	288.00	1	1.00	1.00
X2INDUSTRIES.COM	284.12	0.02	284.12	1	1.00	1.00

Merchant Name	Amount % Of		Average		Count % Of	
	Amount	Total	Amount	Count	Total	Total
THE ANTENNA FARM	282.80	0.02	282.80	1	1.00	1.00
1099 EXPRESS.COM INC	282.22	0.02	141.11	2	2.00	2.00
SP OTTE GEAR.COM	280.84	0.02	280.84	1	1.00	1.00
PACKTRACK	280.00	0.02	140.00	2	2.00	2.00
EZCATER*CINNABON	274.95	0.02	274.95	1	1.00	1.00
HOTELCOM73015431096214	273.78	0.02	273.78	1	1.00	1.00
WWW.ONXMAPS.COM	269.91	0.02	269.91	1	1.00	1.00
AMZN MKTP US*Z53QE6ZL1	265.89	0.02	265.89	1	1.00	1.00
HOTELCOM73015430221419	261.93	0.02	261.93	1	1.00	1.00
AMAZON MKTPL*ZG1WL7WD1	261.15	0.02	261.15	1	1.00	1.00
APPLE SPICE #39	258.87	0.02	258.87	1	1.00	1.00
CORNZAPOPPIN	251.00	0.02	251.00	1	1.00	1.00
AMZN MKTP US*ZG1HH5611	250.99	0.02	250.99	1	1.00	1.00
AUTOPAY/DISH NTWK	250.26	0.02	83.42	3	3.00	3.00
CENTRAL AUTO PARTS	250.00	0.02	250.00	1	1.00	1.00
AMZN MKTP US*Z559T6CN1	249.69	0.02	249.69	1	1.00	1.00
AMAZON.COM*ZD3JM2QI0	248.38	0.02	248.38	1	1.00	1.00
AMAZON.COM*ZC46G7QK2	247.99	0.02	247.99	1	1.00	1.00
DENVER OIL	247.50	0.02	247.50	1	1.00	1.00
MONTE CARLO HOTEL AND CASINO	244.90	0.02	122.45	2	2.00	2.00
CARRIER WEST	238.84	0.02	238.84	1	1.00	1.00
US COURT-DIST OF CO	234.00	0.02	234.00	1	1.00	1.00
SOUTH METRO DENVER CHA	228.80	0.02	228.80	1	1.00	1.00
AMAZON MKTPL*ZC7UZ43D2	228.21	0.02	228.21	1	1.00	1.00
OYO-BOOKING-326163231	225.00	0.02	225.00	1	1.00	1.00
PAYPAL *ESPIOC ORG	225.00	0.02	75.00	3	3.00	3.00
AMAZON.COM*ZP60G9E41	224.28	0.02	224.28	1	1.00	1.00
NAPA PARTS 0023048	222.72	0.02	222.72	1	1.00	1.00
WCI*MOUNTAIN VIEW WAST	220.22	0.01	220.22	1	1.00	1.00
CARROLL PARTS	219.71	0.01	219.71	1	1.00	1.00
AMAZON.COM*Z74637BM2	218.12	0.01	218.12	1	1.00	1.00
DEPT OF REGULATORY-TTC	216.00	0.01	72.00	3	3.00	3.00
IRON BEAR TRAILER	215.62	0.01	215.62	1	1.00	1.00
MODERN STORAGE MEDIA	214.95	0.01	214.95	1	1.00	1.00
AMAZON MKTPL*Z560A5V50	214.44	0.01	214.44	1	1.00	1.00
POPINFRESH	213.40	0.01	213.40	1	1.00	1.00
OPENAI *CHATGPT SUBSCR	208.46	0.01	104.23	2	2.00	2.00
AMZN MKTP US*ZD55O1ZF1	207.99	0.01	207.99	1	1.00	1.00
CO CITY SERVICES	205.27	0.01	205.27	1	1.00	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
CUMMINS INC - 42	203.07	0.01	203.07	1	1.00
AMZN MKTP US*Z700610N2	203.00	0.01	203.00	1	1.00
4 RIVERS EQUIPMENT	201.38	0.01	100.69	2	2.00
HNS*HUGHESNET.COM	200.73	0.01	200.73	1	1.00
ABMDI	200.00	0.01	200.00	1	1.00
CAREPORTAL/GO PROJECT	200.00	0.01	200.00	1	1.00
SEARCHWP.COM - DE	199.00	0.01	199.00	1	1.00
SIGNUPGENIUS	198.92	0.01	66.31	3	3.00
4TE*SECURITY CENTRAL,	198.00	0.01	198.00	1	1.00
ALICE TRAINING INSTITU	198.00	0.01	198.00	1	1.00
TST* GRANELLI'S PIZZER	190.25	0.01	190.25	1	1.00
OFFICE DEPOT #2192	189.29	0.01	37.86	5	5.00
CHEWY.COM	188.76	0.01	94.38	2	2.00
CHARLES D JONES/ENGL	188.45	0.01	62.82	3	3.00
SATCOM DIRECT, INC	187.80	0.01	46.95	4	4.00
IN *JUNK KING FORT COL	185.00	0.01	185.00	1	1.00
AIM DYNAMICS	183.94	0.01	183.94	1	1.00
AMZN MKTP US*ZP4UL2XM1	183.88	0.01	183.88	1	1.00
AMAZON MKTPL*ZP4X54DO1	182.76	0.01	182.76	1	1.00
CENTRAL STATES HOSE, I	181.91	0.01	181.91	1	1.00
ICC - WINNS CE	180.00	0.01	90.00	2	2.00
DISH NETWORK-ONE TIME	178.80	0.01	89.40	2	2.00
AMAZON.COM*ZD72V66O0	176.13	0.01	176.13	1	1.00
PSI EXAMS	175.00	0.01	175.00	1	1.00
AMAZON MKTPL*Z72TW4HW2	173.60	0.01	173.60	1	1.00
CIRCO INNOVATIONS INC	171.85	0.01	171.85	1	1.00
MILE HIGH HARLEY-DAVID	171.27	0.01	171.27	1	1.00
AMAZON MKTPL*ZC9UZ9QX2	169.12	0.01	169.12	1	1.00
C & M IRON AND METAL C	168.00	0.01	168.00	1	1.00
JIMMY JOHNS - 2628 - M	167.97	0.01	167.97	1	1.00
CAPITAL BURGER 0213400	165.76	0.01	82.88	2	2.00
AMAZON.COM*ZP2KL6R61	165.16	0.01	165.16	1	1.00
COLORADOPR* SAVING PLA	165.00	0.01	165.00	1	1.00
AMZN MKTP US*ZE0HT4671	163.80	0.01	163.80	1	1.00
THERMOWORKS, INC.	163.50	0.01	163.50	1	1.00
AMAZON.COM*ZG3EU0461	159.25	0.01	159.25	1	1.00
AMZN MKTP US*ZG4KS0F61	157.30	0.01	157.30	1	1.00
CBI ONLINE	156.00	0.01	6.00	26	26.00
AMZN MKTP US*ZG0412SQ0	155.60	0.01	155.60	1	1.00

Merchant Name	Amount % Of		Average		Count % Of	
	Amount	Total	Amount	Count	Total	Total
AMZN MKTP US*Z73JA2B02	154.67	0.01	154.67	1	1.00	1.00
HOSE & RUBBER - DEN	154.00	0.01	154.00	1	1.00	1.00
UBER *TRIP	152.26	0.01	25.38	6	6.00	6.00
VELDKAMPS FLOWERS & GI	152.24	0.01	152.24	1	1.00	1.00
MSFT * E0500V19WF	152.00	0.01	152.00	1	1.00	1.00
EZCATER*RED ROBIN	151.57	0.01	151.57	1	1.00	1.00
AMZN MKTP US*Z57US4O22	150.88	0.01	150.88	1	1.00	1.00
ANDREW HUDSON	150.00	0.01	150.00	1	1.00	1.00
BHN*GIFTCARDS	150.00	0.01	75.00	2	2.00	2.00
PY *SPORTS FIELD MANAG	150.00	0.01	150.00	1	1.00	1.00
ROCKY MTN RANGER ASSOC	150.00	0.01	150.00	1	1.00	1.00
AMAZON MKTPL*Z585Y1NC1	149.95	0.01	149.95	1	1.00	1.00
FEDEX33095726	149.20	0.01	149.20	1	1.00	1.00
CHICK-FIL-A #01580	148.30	0.01	148.30	1	1.00	1.00
AMAZON MKTPL*ZD8WP3TD0	145.68	0.01	145.68	1	1.00	1.00
GRAMMARLY CO*DFQBDFM	144.00	0.01	144.00	1	1.00	1.00
GRAMMARLY CO*KSIU5Q6	144.00	0.01	144.00	1	1.00	1.00
GRAMMARLY CO*TIKYVFD	144.00	0.01	144.00	1	1.00	1.00
MAD MATT'S LTD	143.64	0.01	143.64	1	1.00	1.00
AMAZON MKTPL*ZG8BD6Z42	142.76	0.01	142.76	1	1.00	1.00
AMAZON MKTPL*ZP7HO5YB1	142.49	0.01	142.49	1	1.00	1.00
CORNWELL TOOLS	140.79	0.01	70.40	2	2.00	2.00
AMZN MKTP US*Z57T74Z21	140.22	0.01	140.22	1	1.00	1.00
CSU VETERINARY DIAGNOS	140.00	0.01	140.00	1	1.00	1.00
AMZN MKTP US*ZC4CL3J21	139.96	0.01	139.96	1	1.00	1.00
AMZN MKTP US*ZD1JR3S51	139.96	0.01	139.96	1	1.00	1.00
AMAZON MKTPL*Z55ZI01X0	139.95	0.01	139.95	1	1.00	1.00
GRAMMARLY CO*DKAWENT	139.95	0.01	139.95	1	1.00	1.00
AMZN MKTP US*ZG7AX6210	139.64	0.01	139.64	1	1.00	1.00
AMAZON MKTPL*ZP0IQ2RR1	139.58	0.01	139.58	1	1.00	1.00
AMAZON MKTPL*ZC6GD0812	139.00	0.01	139.00	1	1.00	1.00
COPQUEST INC	137.91	0.01	137.91	1	1.00	1.00
AMAZON.COM*ZC4M47J80	137.74	0.01	137.74	1	1.00	1.00
AMAZON MKTPL*ZD4WP3Q11	137.38	0.01	137.38	1	1.00	1.00
AMAZON.COM*Z71TB3XR2	135.60	0.01	135.60	1	1.00	1.00
AMZN MKTP US*Z558T91E2	135.20	0.01	135.20	1	1.00	1.00
2025 COLORADO TRANSPOR	135.00	0.01	135.00	1	1.00	1.00
CO EMERGENCY MGT ASSOC	135.00	0.01	45.00	3	3.00	3.00
COLORADO DOORWAYS INC	135.00	0.01	135.00	1	1.00	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
GREAT WOLF	135.00	0.01	135.00	1	1.00
ENGLEWOOD LOCK & SAFE	133.07	0.01	66.54	2	2.00
KING SOOPERS #0091	131.97	0.01	65.99	2	2.00
PROPANE SHACK	130.83	0.01	65.42	2	2.00
GARMIN	129.90	0.01	129.90	1	1.00
AMZN MKTP US*Z52K72TD2	126.49	0.01	126.49	1	1.00
KING SOOPERS #0088	126.14	0.01	126.14	1	1.00
AMAZON.COM*ZG9ND5TN2	125.36	0.01	125.36	1	1.00
AMAZON MKTPL*ZG8R557M1	125.03	0.01	125.03	1	1.00
BUSINESSDEN.COM	125.00	0.01	125.00	1	1.00
COBRT.COM	125.00	0.01	125.00	1	1.00
PAYPAL *RMDIAI	125.00	0.01	41.67	3	3.00
AMAZON MKTPL*ZC39A4DR2	123.90	0.01	123.90	1	1.00
AMAZON MKTPL*Z75VP5BM2	123.60	0.01	123.60	1	1.00
TESTCO INC	123.31	0.01	123.31	1	1.00
SQ *JAKKEB6, LLC	123.00	0.01	123.00	1	1.00
AMAZON MKTPL*ZC13Z3NM1	121.96	0.01	121.96	1	1.00
AMAZON MKTPL*ZD27D0NF0	120.46	0.01	120.46	1	1.00
VENNGAGE.COM	120.00	0.01	120.00	1	1.00
MICRO CENTER #181 RETA	119.98	0.01	119.98	1	1.00
AMAZON MKTPL*ZD6WC7KU2	119.90	0.01	119.90	1	1.00
CHEESECAKE HOUSTON	119.87	0.01	59.94	2	2.00
NU CAR RENTALS	119.46	0.01	119.46	1	1.00
RUTHS ROSES	118.99	0.01	118.99	1	1.00
AMZN MKTP US*ZC4AM22H0	115.24	0.01	115.24	1	1.00
SAFEWAY #1877	115.17	0.01	57.59	2	2.00
LITTLE CAESARS 3466-00	115.14	0.01	115.14	1	1.00
SANDERRANC* SANDERRANC	113.95	0.01	113.95	1	1.00
AMAZON MKTPL*ZD8QY96J0	111.95	0.01	111.95	1	1.00
AMAZON.COM*ZG4DM14W1	111.93	0.01	111.93	1	1.00
AMAZON MKTPL*Z51Y160K1	110.98	0.01	110.98	1	1.00
COMCAST CABLE COMM	110.96	0.01	36.99	3	3.00
FEDEX32656754	110.80	0.01	110.80	1	1.00
AMAZON MKTPL*Z58AV41Z2	110.37	0.01	110.37	1	1.00
4 RIVERS EQUIPMENT, LL	110.14	0.01	55.07	2	2.00
MASABI_RTD	110.00	0.01	55.00	2	2.00
FSP*FINE AIRPORT PARKI	108.60	0.01	108.60	1	1.00
AMAZON MKTPL*ZG0TD3AP2	107.27	0.01	107.27	1	1.00
KING SOOPERS #0041	106.95	0.01	106.95	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
ROTARY CLUB OF PARKER	105.00	0.01	105.00	1	1.00
AMAZON MKTPL*Z557S3QV1	104.49	0.01	104.49	1	1.00
FEDEX32881540	104.48	0.01	104.48	1	1.00
AMZN MKTP US*ZC5QY8HO0	103.96	0.01	103.96	1	1.00
LYFT *1 RIDE 01-25	103.19	0.01	103.19	1	1.00
CO E-GOVERNMENT SERVIC	103.02	0.01	103.02	1	1.00
ASSC OF RODEO COMMITTE	103.00	0.01	103.00	1	1.00
AMAZON MKTPL*Z55E33UO0	101.95	0.01	101.95	1	1.00
WAVE - *MRS SHRED AME	101.20	0.01	101.20	1	1.00
AMAZON MKTPL*Z72MO0N12	100.99	0.01	100.99	1	1.00
AMZN MKTP US*Z56BS8ZX1	100.00	0.01	100.00	1	1.00
BC *UBER CASH	100.00	0.01	100.00	1	1.00
PY *WSSA	100.00	0.01	100.00	1	1.00
KEILINI	99.98	0.01	99.98	1	1.00
CASTLE ROCK WINNELSON	99.93	0.01	99.93	1	1.00
AMAZON MKTPL*Z594T3LP2	99.63	0.01	99.63	1	1.00
SP WAGGLE	99.50	0.01	99.50	1	1.00
AMAZON MKTPL*ZD8211721	97.89	0.01	97.89	1	1.00
AMAZON MKTPL*Z56O80FA0	97.86	0.01	97.86	1	1.00
SMARTRULES	97.00	0.01	97.00	1	1.00
VISTAPRINT	96.98	0.01	48.49	2	2.00
PARRYSPIZZ* PARRYS PIZ	96.97	0.01	96.97	1	1.00
GALLS	96.46	0.01	96.46	1	1.00
TST*BUCKET LIST TAVERN	96.16	0.01	96.16	1	1.00
INTL ASSOC FOR ID	95.00	0.01	95.00	1	1.00
TST*FARMERS AND DISTIL	94.59	0.01	94.59	1	1.00
LYFT *1 RIDE 01-23	94.42	0.01	94.42	1	1.00
FASTCAP	93.52	0.01	93.52	1	1.00
AMAZON.COM*ZP2X09G71	93.03	0.01	93.03	1	1.00
AMAZON MKTPL*ZG9T02KZ0	92.99	0.01	92.99	1	1.00
5.11, INC.	92.00	0.01	92.00	1	1.00
MAILCHIMP *MISC	92.00	0.01	92.00	1	1.00
RYLIND MANUFACTURING I	92.00	0.01	92.00	1	1.00
AMZN MKTP US*ZD3K406C0	91.36	0.01	91.36	1	1.00
AMZN MKTP US*ZG28D1LZ1	91.29	0.01	91.29	1	1.00
KELLIN COMMUNICATIONS	89.99	0.01	89.99	1	1.00
AMAZON MKTPL*Z50127XA1	89.97	0.01	89.97	1	1.00
AMZN MKTP US*Z50S53GI1	89.46	0.01	89.46	1	1.00
AMAZON MKTPL*ZG3V483T0	88.83	0.01	88.83	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
BOBCAT WINDSOR	88.20	0.01	88.20	1	1.00
EZCATER*EINSTEIN BROS	87.29	0.01	87.29	1	1.00
AMAZON MKTPL*ZC1FT9NK1	86.97	0.01	86.97	1	1.00
AMZN MKTP US*ZD41T5LY2	86.03	0.01	86.03	1	1.00
AMAZON MKTPL*ZC8HO7CF2	85.80	0.01	85.80	1	1.00
H&M TRANSMISSION AND A	85.00	0.01	85.00	1	1.00
IACP	85.00	0.01	85.00	1	1.00
AMAZON MKTPL*ZC4YO3F11	84.99	0.01	84.99	1	1.00
LOWES #01755*	84.50	0.01	84.50	1	1.00
AMAZON MKTPL*Z592H82B0	83.99	0.01	83.99	1	1.00
AMZN MKTP US*ZC3PC7JU1	82.35	0.01	82.35	1	1.00
HERTZ	82.00	0.01	82.00	1	1.00
THE HOME DEPOT #1508	81.30	0.01	40.65	2	2.00
IN *XPRESSHRED, LLC	81.00	0.01	81.00	1	1.00
AMAZON MKTPL*ZC4CW4JS2	80.87	0.01	80.87	1	1.00
IN *RYAN WOOLVERTON HU	80.65	0.01	80.65	1	1.00
CRYE PRECISION LLC	80.64	0.01	80.64	1	1.00
AMAZON.COM*ZG9374O92	80.09	0.01	80.09	1	1.00
AMZN MKTP US*ZD1QG0DT1	80.08	0.01	80.08	1	1.00
COLORADO PUBLIC HEALTH	80.00	0.01	80.00	1	1.00
AMAZON.COM*Z58UG7TC0	79.99	0.01	79.99	1	1.00
AMZN MKTP US*ZG2QG7U80	79.95	0.01	79.95	1	1.00
AMAZON MKTPL*ZC2IL8J32	79.87	0.01	79.87	1	1.00
DEWALT MOBILELOCK	79.80	0.01	79.80	1	1.00
AMAZON MKTPL*Z76N554U2	79.75	0.01	79.75	1	1.00
AMAZON MKTPL*Z56019BY2	79.04	0.01	79.04	1	1.00
TRACTOR SUPPLY CO #180	78.84	0.01	78.84	1	1.00
AMZN MKTP US*ZD9JV7DA0	77.57	0.01	77.57	1	1.00
AMZN MKTP US*ZD7C37TK0	77.42	0.01	77.42	1	1.00
GENERAL AIR SERVICE &	77.42	0.01	77.42	1	1.00
AMZN MKTP US*ZG6L57UW0	76.96	0.01	76.96	1	1.00
AMAZON MKTPL*Z571M3GX2	75.90	0.01	75.90	1	1.00
VOX TECHNOLOGY INC	75.60	0.01	75.60	1	1.00
SP SIGNDESIGNHUB	75.34	0.01	75.34	1	1.00
AGENT FEE 89008880189445	75.00	0.01	75.00	1	1.00
AMAZON MKTPL*Z59SO6SB0	74.95	0.01	74.95	1	1.00
AMZN MKTP US*ZD9TK04B0	74.92	0.01	74.92	1	1.00
EVIDENT INC	74.00	0.01	37.00	2	2.00
PETSMART # 1183	73.99	0.01	73.99	1	1.00

Merchant Name	Amount % Of		Average	Count % Of	
	Amount	Total	Amount	Count	Total
AMAZON MKTPL*Z59JE97G0	73.63	0.00	73.63	1	1.00
AMAZON.COM*ZC8EE0H82	73.45	0.00	73.45	1	1.00
LYFT *RIDE TUE 7AM	73.30	0.00	73.30	1	1.00
CHIPOTLE 0143	73.00	0.00	73.00	1	1.00
AMZN MKTP US*Z537A6VJ0	72.99	0.00	72.99	1	1.00
APPLE.COM/BILL	72.92	0.00	36.46	2	2.00
AMAZON MKTPL*Z50543961	72.08	0.00	72.08	1	1.00
CAB STORE LONE TREE, C	69.95	0.00	69.95	1	1.00
SMARTSIGN	68.26	0.00	68.26	1	1.00
LITTLE CAESARS 1783 00	67.94	0.00	67.94	1	1.00
GEG GREEDY COW 6981550	67.41	0.00	67.41	1	1.00
SPYPOINT STD-ANNUAL	67.20	0.00	67.20	1	1.00
AMZN MKTP US*ZE5RB36Z1	66.12	0.00	66.12	1	1.00
AMAZON MKTPL*Z57DW7LP2	65.94	0.00	65.94	1	1.00
AMAZON MKTPL*ZD83Y09U2	65.90	0.00	65.90	1	1.00
EB *WELCOME DINNER OF	65.87	0.00	65.87	1	1.00
AMZN MKTP US*ZD6DS08T1	65.84	0.00	65.84	1	1.00
AMZN MKTP US*ZG0U76TU1	65.83	0.00	65.83	1	1.00
AMAZON MKTPL*Z58QW1A50	65.58	0.00	65.58	1	1.00
FACEBK *GQM4EHYSJ2	64.49	0.00	64.49	1	1.00
WAL-MART #3227	63.84	0.00	63.84	1	1.00
AMZN MKTP US*Z56B87MR0	62.99	0.00	62.99	1	1.00
MUNRO COMPANIES, INC	62.90	0.00	62.90	1	1.00
ATT*BILL PAYMENT	62.69	0.00	62.69	1	1.00
21ST CENTURY - 40 - GR	62.31	0.00	62.31	1	1.00
AMAZON MKTPL*ZG2N19XN0	62.23	0.00	62.23	1	1.00
RECOLORADO	62.00	0.00	62.00	1	1.00
AMAZON MKTPL*ZC6H50GK2	61.98	0.00	61.98	1	1.00
LYFT *RIDE THU 1PM	61.02	0.00	30.51	2	2.00
BUFFER PLAN	60.00	0.00	60.00	1	1.00
AMAZON MKTPL*ZP8SH0M60	59.98	0.00	59.98	1	1.00
KING SOOPERS #0027	59.98	0.00	59.98	1	1.00
AMAZON MKTPL*Z55L25112	59.97	0.00	59.97	1	1.00
RAINMASTER	59.80	0.00	59.80	1	1.00
AMAZON MKTPL*Z726S26E2	59.79	0.00	59.79	1	1.00
KING SOOPERS #0691 FUE	59.22	0.00	59.22	1	1.00
AMAZON.COM*Z52PX5000	58.56	0.00	58.56	1	1.00
OUTBACK #5115	57.79	0.00	57.79	1	1.00
AMAZON MKTPL*Z51EX02X2	57.76	0.00	57.76	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
WATER COFFEE DELIVERY	57.43	0.00	28.72	2	2.00
AMAZON MKTPL*ZC8H73UT2	57.02	0.00	57.02	1	1.00
LONGHORN STEAK 0125529	56.96	0.00	56.96	1	1.00
AMAZON MKTPL*ZG8ZB2ZM0	56.75	0.00	56.75	1	1.00
AMAZON MKTPL*ZG4N22HS1	55.77	0.00	55.77	1	1.00
KING SOOPERS #0108	55.00	0.00	55.00	1	1.00
AMAZON MKTPL*ZC5VN6BJ2	54.97	0.00	54.97	1	1.00
LYFT *1 RIDE 01-28	54.88	0.00	54.88	1	1.00
AMAZON.COM*ZC1AR5311	54.78	0.00	54.78	1	1.00
AMAZON MKTPL*ZG5S55PK0	54.53	0.00	54.53	1	1.00
ZAZZLE INC	54.48	0.01	18.16	3	3.00
AMAZON.COM*ZG98I8JG1	54.33	0.00	54.33	1	1.00
AMAZON.COM*ZG3676AL2	53.87	0.00	53.87	1	1.00
TST* SNOOZE LONETREE	53.22	0.00	53.22	1	1.00
AMAZON MKTPL*ZC3EY0T80	52.57	0.00	52.57	1	1.00
AMZN MKTP US*ZD9573EW0	52.56	0.00	52.56	1	1.00
AMAZON.COM*ZG56E2FA0	52.53	0.00	52.53	1	1.00
AMAZON.COM*ZC8Z65KQ0	52.33	0.00	52.33	1	1.00
AMAZON.COM*Z50SI5GA0	52.28	0.00	52.28	1	1.00
SAFEWAY #1446	51.82	0.00	51.82	1	1.00
STAMP CONNECTION	51.80	0.00	51.80	1	1.00
AMZN MKTP US*ZC77476T2	51.49	0.00	51.49	1	1.00
AMAZON MKTPL*ZG8YE5ZS1	50.87	0.00	50.87	1	1.00
AMZN MKTP US*ZD4VR9MQ1	50.80	0.00	50.80	1	1.00
AMAZON.COM*ZC7SV34Y1	50.56	0.00	50.56	1	1.00
FBI LEEDA INC	50.00	0.00	50.00	1	1.00
FSP*CSTMA	50.00	0.00	50.00	1	1.00
IN *CLIC	50.00	0.00	50.00	1	1.00
AMAZON MKTPL*Z53D37Q82	49.94	0.00	49.94	1	1.00
AMAZON MKTPL*ZG0HK2P30	49.64	0.00	49.64	1	1.00
ISTOCKPHOTO	49.00	0.00	49.00	1	1.00
NATIONAL SHERIFFS ASSO	49.00	0.00	49.00	1	1.00
AMAZON MKTPL*ZD3539FK0	48.95	0.00	48.95	1	1.00
AMZN MKTP US*ZP5DM9F11	48.64	0.00	48.64	1	1.00
TRITECH FORENSICS	48.41	0.00	24.21	2	2.00
AMZN MKTP US*ZD5KE4DY0	48.00	0.00	48.00	1	1.00
DAKBOARD, LLC	48.00	0.00	48.00	1	1.00
AMAZON.COM*ZG54K94C0	47.99	0.00	47.99	1	1.00
AMAZON MKTPL*Z52434L72	47.97	0.00	47.97	1	1.00

Merchant Name	Amount % Of		Average	Count % Of	
	Amount	Total	Amount	Count	Total
AMAZON MKTPL*ZD83D7RK1	47.78	0.00	47.78	1	1.00
DENVER POST CIRCULATIO	47.67	0.00	47.67	1	1.00
LYFT *1 RIDE 01-27	47.62	0.00	47.62	1	1.00
OFFICEMAX/DEPOT 6763	47.56	0.00	47.56	1	1.00
AMAZON MKTPL*ZG9TR8091	46.69	0.00	46.69	1	1.00
AMAZON MKTPL*Z55Z11W32	46.26	0.00	46.26	1	1.00
AMZN MKTP US*ZE5SG5IV1	45.99	0.00	45.99	1	1.00
SP BARZEL LOCK	45.95	0.00	45.95	1	1.00
LA CASA LOPEZ	45.79	0.00	45.79	1	1.00
IDI	45.50	0.00	45.50	1	1.00
AMAZON.COM*ZC5AL2AY2	45.26	0.00	45.26	1	1.00
LA FOGATA GRILL	45.02	0.00	45.02	1	1.00
AMAZON MKTPL*ZG33J9WM0	44.87	0.00	44.87	1	1.00
TARGET 00013268	43.99	0.01	14.66	3	3.00
AMZN MKTP US*ZC5DW08Q0	43.62	0.00	43.62	1	1.00
O'REILLY 4839	42.14	0.00	21.07	2	2.00
STARBUCKS 800-782-7282	42.00	0.00	21.00	2	2.00
AMAZON.COM*ZP6WH3B90	41.99	0.00	41.99	1	1.00
FEDEX32419764	41.91	0.00	41.91	1	1.00
AMAZON MKTPL*Z59X73ZU2	41.89	0.00	41.89	1	1.00
AMAZON MKTPL*Z54J75IF2	41.85	0.00	41.85	1	1.00
CO MOTOR VEHICLE SERVI	41.83	0.00	13.94	3	3.00
AMAZON MKTPL*ZC53B8J52	41.74	0.00	41.74	1	1.00
AMAZON MKTPL*ZD7J54LZ0	41.70	0.00	41.70	1	1.00
AMAZON.COM*ZC9H92031	41.63	0.00	41.63	1	1.00
AMAZON.COM*Z50DW8QK1	41.58	0.00	41.58	1	1.00
POOL LOBBY BAR - HILTO	41.52	0.00	41.52	1	1.00
TERRACE HILTON	41.52	0.00	41.52	1	1.00
SP CLOUD CITY DRONES	41.37	0.00	41.37	1	1.00
AMAZON MKTPL*ZD95Z60L0	40.98	0.00	40.98	1	1.00
TST*MI NIDITO RESTAURA	40.66	0.00	40.66	1	1.00
AMAZON MKTPL*ZC6XT8SK2	40.59	0.00	40.59	1	1.00
MCDONALD'S F13573	40.45	0.00	20.23	2	2.00
AMAZON.COM*ZG70R40R1	40.41	0.00	40.41	1	1.00
AMAZON MKTPL*ZG6ED3AA1	40.18	0.00	40.18	1	1.00
MCDONALD'S F13570	40.02	0.00	20.01	2	2.00
INTERNATIONAL MUNICIPA	40.00	0.00	40.00	1	1.00
PALMER CENTER GARAGE	40.00	0.00	40.00	1	1.00
TIME PARK LLC LOT 20	40.00	0.00	20.00	2	2.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
TST*GOODE COMPANY BBQ	39.96	0.00	39.96	1	1.00
AMAZON MKTPL*Z51EB7E60	39.88	0.00	39.88	1	1.00
CITY OF WOODLAND PARK	39.66	0.00	39.66	1	1.00
AMAZON MKTPL*Z76111462	39.33	0.00	39.33	1	1.00
SP BIGTOPSHIRTSHOP	39.02	0.00	39.02	1	1.00
AMAZON MKTPL*ZC9TO1TS0	38.98	0.00	38.98	1	1.00
AMAZON.COM*ZD2Y07FW1	38.97	0.00	38.97	1	1.00
AMAZON MKTPL*Z52RH3OZ2	38.93	0.00	38.93	1	1.00
AMAZON MKTPL*ZC1105AX2	38.78	0.00	38.78	1	1.00
AMAZON.COM*Z58IG7XC1	38.18	0.00	38.18	1	1.00
AMAZON MKTPL*ZC87N46C0	37.95	0.00	37.95	1	1.00
AMAZON MKTPL*Z53ED9860	37.65	0.00	37.65	1	1.00
AMAZON MKTPL*ZC9CF1HL0	37.18	0.00	37.18	1	1.00
AMAZON.COM*Z59RV8822	37.09	0.00	37.09	1	1.00
ALLIANZ INSURANCE	37.00	0.00	37.00	1	1.00
AMAZON MKTPL*ZD5E66KQ0	36.99	0.00	36.99	1	1.00
AMZN MKTP US*ZC19G33B0	35.97	0.00	35.97	1	1.00
AMZN MKTP US*Z53GH3R92	35.96	0.00	35.96	1	1.00
AMAZON MKTPL*ZD5O94171	35.91	0.00	35.91	1	1.00
AMAZON MKTPL*ZP70M7SI0	35.87	0.00	35.87	1	1.00
PHILLIPS 66 - SEI 3809	35.69	0.00	35.69	1	1.00
AMZN MKTP US*ZC5MT3401	35.39	0.00	35.39	1	1.00
AMZN MKTP US*ZG1OA7ZN0	35.33	0.00	35.33	1	1.00
EIG*CONSTANTCONTACT.C	35.00	0.00	35.00	1	1.00
AMAZON MKTPL*ZP9X543J1	34.99	0.00	34.99	1	1.00
WALGREENS #6987	34.99	0.00	34.99	1	1.00
AMZN MKTP US*ZG0QI3DZ2	34.38	0.00	34.38	1	1.00
AMZN MKTP US*ZD43001A2	34.08	0.00	34.08	1	1.00
AMZN MKTP US*Z54QA4AU0	33.99	0.00	33.99	1	1.00
AMAZON MKTPL*ZP9CM7AO1	33.98	0.00	33.98	1	1.00
MODERN MARKET - 008	33.67	0.00	33.67	1	1.00
LYFT *RIDE TUE 8AM	33.50	0.00	33.50	1	1.00
AMAZON MKTPL*ZD5U98VB2	33.24	0.00	33.24	1	1.00
AMAZON MKTPL*ZG0TI4AV2	32.99	0.00	32.99	1	1.00
AMZN MKTP US*Z58EL5Q20	31.99	0.00	31.99	1	1.00
AMAZON MKTPL*Z51YB4CP1	31.98	0.00	31.98	1	1.00
LOAF N JUG 0068	31.92	0.00	31.92	1	1.00
TUCSON AIRPORT	31.90	0.00	15.95	2	2.00
AMAZON MKTPL*ZG84478H1	30.97	0.00	30.97	1	1.00

Merchant Name	Amount % Of		Average		Count % Of	
	Amount	Total	Amount	Count	Total	Total
AMAZON MKTPL*Z52AL1Q71	30.64	0.00	30.64	1	1.00	1.00
AMZN MKTP US*Z74TT18K2	30.37	0.00	30.37	1	1.00	1.00
STK*SHUTTERSTOCK	30.13	0.00	30.13	1	1.00	1.00
KING SOOPERS # 0107	30.05	0.00	30.05	1	1.00	1.00
AFP*IPMA-HR COLORADO	30.00	0.00	30.00	1	1.00	1.00
AMZN MKTP US*Z515A95A2	29.98	0.00	29.98	1	1.00	1.00
AMAZON MKTPL*ZP2HI3B81	29.97	0.00	29.97	1	1.00	1.00
MICROSOFT-G072289603	29.49	0.00	29.49	1	1.00	1.00
AMAZON MKTPL*ZC1P90ZC2	29.45	0.00	29.45	1	1.00	1.00
AMZN MKTP US*ZC1JB0JA1	28.90	0.00	28.90	1	1.00	1.00
SAMS CLUB #4853	28.76	0.00	28.76	1	1.00	1.00
THE DONUT HOUSE - WILC	28.69	0.00	28.69	1	1.00	1.00
AMAZON MKTPL*ZC5MQ26I0	28.24	0.00	28.24	1	1.00	1.00
AMZN MKTP US*ZG6W821Y2	27.97	0.00	27.97	1	1.00	1.00
CO.GOV.SUB-WF	27.89	0.00	27.89	1	1.00	1.00
JERSEY MIKES 22013	27.59	0.00	27.59	1	1.00	1.00
JAI*JECS 190 AUTOPARTS	27.48	0.00	27.48	1	1.00	1.00
AMAZON MKTPL*ZG0OX1ZX1	26.98	0.00	26.98	1	1.00	1.00
AMAZON MKTPL*ZP00O6WC1	26.98	0.00	26.98	1	1.00	1.00
LYFT *RIDE SUN 4PM	26.52	0.00	26.52	1	1.00	1.00
AMZN MKTP US*ZG4CV8HB2	26.50	0.00	26.50	1	1.00	1.00
LYFT *1 RIDE 01-19	25.71	0.00	25.71	1	1.00	1.00
NOMNOM #20	25.39	0.00	25.39	1	1.00	1.00
WALMART.COM 8009256278	25.14	0.00	12.57	2	2.00	2.00
CO PARK* CO	25.00	0.00	25.00	1	1.00	1.00
FSP*MOUNTAIN DISTRICT	25.00	0.00	25.00	1	1.00	1.00
MICHAELS STORES 7778	25.00	0.00	25.00	1	1.00	1.00
LYFT *RIDE THU 10AM	24.47	0.00	12.24	2	2.00	2.00
WWW.PRISONLEGALNEWS.OR	24.00	0.00	12.00	2	2.00	2.00
AMAZON MKTPL*ZD6L846D0	23.98	0.00	23.98	1	1.00	1.00
SP BD LASER DESIGN	23.40	0.00	23.40	1	1.00	1.00
PAYPAL *RLSSTUDIOLL	22.70	0.00	22.70	1	1.00	1.00
AMAZON MKTPL*ZG8CW3R92	22.69	0.00	22.69	1	1.00	1.00
STARBUCKS STORE 54441	22.00	0.00	22.00	1	1.00	1.00
AMAZON MKTPL*ZC25R0AJ2	21.43	0.00	21.43	1	1.00	1.00
THE HOME DEPOT #1518	21.20	0.00	21.20	1	1.00	1.00
APPLEBEES 2104029	21.06	0.00	21.06	1	1.00	1.00
AMZN MKTP US*Z53PT0V90	20.99	0.00	20.99	1	1.00	1.00
AMAZON MKTPL*ZP8LD8W31	20.98	0.00	20.98	1	1.00	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AMAZON MKTPL*ZG3C22F31	20.97	0.00	20.97	1	1.00
AMAZON MKTPL*ZP4IP8GM1	20.93	0.00	20.93	1	1.00
LYFT *1 RIDE 01-24	20.81	0.00	20.81	1	1.00
KTA WEB/MOBILE PAYMQPS	20.74	0.00	20.74	1	1.00
AMZN MKTP US*ZG9RB7HP0	20.29	0.00	20.29	1	1.00
CO SECRETARY STATE FEE	20.00	0.00	10.00	2	2.00
TURBOSCRIBE.AI	20.00	0.00	20.00	1	1.00
STAMPS.COM	19.99	0.00	19.99	1	1.00
TARGET 00020230	19.89	0.00	19.89	1	1.00
AMAZON MKTPL*ZD9J87WU2	19.59	0.00	19.59	1	1.00
AMAZON MKTPL*Z50SP2BH2	19.47	0.00	19.47	1	1.00
AMZN MKTP US*ZC8476S00	18.00	0.00	18.00	1	1.00
AMAZON MKTPL*Z74X29H72	17.99	0.00	17.99	1	1.00
KING SOOPERS #0132	17.98	0.00	17.98	1	1.00
LYFT *RIDE MON 5AM	17.91	0.00	17.91	1	1.00
LOAF N JUG 0011	17.85	0.00	17.85	1	1.00
AMAZON MKTPL*ZD2DJ3YA2	17.69	0.00	17.69	1	1.00
AMAZON MKTPL*ZC3G59VU0	16.92	0.00	16.92	1	1.00
GRAMMARLY CO*BDAV4KM	16.78	0.00	16.78	1	1.00
WASABI TECHNOLOGIES	16.58	0.00	16.58	1	1.00
FEDEX32880619	16.37	0.00	16.37	1	1.00
AMZN MKTP US*ZD88T43C2	16.32	0.00	16.32	1	1.00
AMAZON MKTPL*Z71640B22	15.99	0.00	15.99	1	1.00
AMZN MKTP US*ZE88K4951	15.98	0.00	15.98	1	1.00
AMZN MKTP US*Z59XW5HX0	15.90	0.00	15.90	1	1.00
AMZN MKTP US*Z501C9FC1	15.60	0.00	15.60	1	1.00
FEDEX33138931	15.43	0.00	15.43	1	1.00
DOCRAPTOR BY EB	15.00	0.00	15.00	1	1.00
CANVA* 04388-71069131	14.99	0.00	14.99	1	1.00
LYFT *1 RIDE 01-20	14.99	0.00	14.99	1	1.00
AMZN MKTP US*ZP8A05QD0	14.15	0.00	14.15	1	1.00
NBS*SERV FEE 888470601	14.11	0.00	14.11	1	1.00
1200 LINCOLN PARKING	14.00	0.00	14.00	1	1.00
AMAZON MKTPL*ZC9C30492	13.88	0.00	13.88	1	1.00
AMAZON MKTPL*Z55MF9YK1	13.86	0.00	13.86	1	1.00
AMZN MKTP US*Z52LG5DO0	13.75	0.00	13.75	1	1.00
AMAZON MKTPL*ZC9ZH0SU2	13.64	0.00	13.64	1	1.00
AMZN MKTP US*ZD19Q0RE0	13.42	0.00	13.42	1	1.00
WENDY'S #11956-515	13.38	0.00	13.38	1	1.00

Merchant Name	Amount % Of		Average		Count % Of	
	Amount	Total	Amount	Count	Total	Total
AMZN MKTP US*Z59HS7ZK1	13.34	0.00	13.34	1	1.00	1.00
PARKER SECURITY CENT	13.20	0.00	13.20	1	1.00	1.00
MICHAELS STORES 5061	12.99	0.00	12.99	1	1.00	1.00
AMAZON.COM*ZG7VM6YS2	12.79	0.00	12.79	1	1.00	1.00
FEDEX33138922	12.08	0.00	12.08	1	1.00	1.00
SQSP* INV164166150	12.00	0.00	12.00	1	1.00	1.00
SQSP* INV164826440	12.00	0.00	12.00	1	1.00	1.00
SQSP* INV165377726	12.00	0.00	12.00	1	1.00	1.00
SQSP* INV165378210	12.00	0.00	12.00	1	1.00	1.00
SQSP* INV165378347	12.00	0.00	12.00	1	1.00	1.00
SQSP* INV167616154	12.00	0.00	12.00	1	1.00	1.00
LYFT *1 RIDE 01-29	11.98	0.00	11.98	1	1.00	1.00
AMAZON MKTPL*ZC6KC4XQ0	11.87	0.00	11.87	1	1.00	1.00
MCDONALD'S F18584	11.56	0.00	11.56	1	1.00	1.00
CREAMERY DD	11.52	0.00	11.52	1	1.00	1.00
AMAZON.COM*ZP1OB7BS1	11.08	0.00	11.08	1	1.00	1.00
AMAZON MKTPL*ZD4ML72N0	10.42	0.00	10.42	1	1.00	1.00
AMAZON MKTPL*Z56DT6A52	10.33	0.00	10.33	1	1.00	1.00
SQ *LOST COFFEE	10.28	0.00	10.28	1	1.00	1.00
AMAZON.COM*ZD79A56K2	10.00	0.00	10.00	1	1.00	1.00
MSFT * E0500V1EI5	10.00	0.00	10.00	1	1.00	1.00
AMAZON MKTPL*Z535G0W92	9.99	0.00	9.99	1	1.00	1.00
CIRCLE K # 03483	7.65	0.00	7.65	1	1.00	1.00
CARTS PHX SMARTECARTE	7.00	0.00	7.00	1	1.00	1.00
76 - BALL PARK	6.94	0.00	6.94	1	1.00	1.00
FEDEX32419112	5.46	0.00	5.46	1	1.00	1.00
GROUPGREETING	5.39	0.00	5.39	1	1.00	1.00
ALLSUP 102346	5.01	0.00	5.01	1	1.00	1.00
GDIT FAA 34EHH97	5.00	0.00	5.00	1	1.00	1.00
PUBLIC WORKS-PRKG METR	4.00	0.00	4.00	1	1.00	1.00
IDAHO.GOV	3.05	0.00	3.05	1	1.00	1.00
LYFT *CANCEL FEE	3.00	0.00	3.00	1	1.00	1.00
THE UPS STORE 4337	2.27	0.00	2.27	1	1.00	1.00
ACE EQUIPMENT AND SUPP	0.00	0.14	0.00	2	2.00	2.00
ALPINE LUMBER #20	0.00	0.08	0.00	2	2.00	2.00
EBAY O*20-12438-81303	(10.94)	0.00	(10.94)	1	1.00	1.00
AMAZON.COM	(51.60)	0.00	(51.60)	1	1.00	1.00
AMZN MKTP US	(63.21)	0.00	(31.61)	2	2.00	2.00
AMAZON MKTPLACE PMTS	(83.11)	0.01	(20.78)	4	4.00	4.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
Total	1,449,689.81	100.00	843.33	1,719	1,719.00

Account Statement (Version 2)

Run Date: 02/03/2025

Report Id: sd11080

Posting Date: 01/01/2025 - 01/31/2025

DOUGLAS COUNTY GOVT
CAROLYN RIGGS
100 THIRD STREET
CASTLE ROCK, CO 80104-2425 USA

Account Name	Transaction Count	Transaction Amount
AARON J STEPANICH	1	31.98
ABBY R FITHIAN	6	1,319.31
ABRAHAM J LAYDON	4	857.39
ADIANA S ALDRIDGE	9	6,889.37
ALAN R STANTON	2	1,240.37
ALEXANDER CE MEADE	2	840.78
ALYSSA M DE JESUS	14	1,833.80
AMY J FORTNER	17	52,390.24
AMY T WILLIAMS	11	4,005.95
ANDREA FARROW	2	229.44
ANDREW N COPLAND	2	1,455.00
ANGELA K WHITE	23	9,711.32
ANGELA M BYLIN	7	1,508.41
ANGELA N BROGLIO	3	526.02
ANITA MONICA BABBITT	4	365.67
ANNE L WALTON	14	4,597.57
ANNE WEEKLY	7	1,977.92
ANTONIN JURKA	5	1,040.96
ASHLEY CHAMBERLAIN	2	124.89
ATILIO D QUINTANILLA	5	654.77
ATILIO QUINTANILLA	3	404.65

Account Name	Transaction Count	Transaction Amount
AUDRA D PETERSON	1	1,080.00
AUGUST K STEFFEN	4	609.88
BAILEY M WILSON	1	55.41
BECKY A FISCHER	2	238.13
BRADEN H DAVIS	2	316.98
BRADLEY D MARQUARDT	2	558.03
BRENDA M HERRERA	8	2,525.64
BRIAN D FRANKLIN	3	493.87
BRIAN E MCKNIGHT	1	144.00
BRIAN K PHILLIPS	3	84.58
BRIANNA N SMITH	1	17.85
BRITTANY L HUNT	1	40.00
BRYNN TURNBAUGH	8	1,417.63
CARMEN ZAMBRANA	1	46.40
CAROLINE FRIZELL	9	2,106.08
CAROLYN K VOLKERT	2	1,329.00
CAROLYN S RIGGS	2	1,178.03
CATHERINE E MILLIS	3	492.00
CELESTE M DEAL	10	6,500.87
CHARLES W BUCKNER	1	142.76
CHRIS D MAES	2	450.00
CHRISTIE GUTHRIE	2	2,290.88
CHRISTINA MC NEAL	8	1,325.67
CHRISTINE M LYLE	14	2,916.70
CHRISTOPHER J DUMAS	2	7,073.66
CLAY A GYSIN	1	812.08
COCHA A HEYDEN	7	537.78
CODIE L WINSLOW	2	37.87
COLLEEN M VOGEL	11	2,367.76
CURTIS L MARSHALL	2	1,245.00
CYNTHIA A KIEFUS	2	172.96
DA23 ATTORNEYS OFFICE	26	9,040.00
DANIECE R WAGGONER	1	30.00
DANIEL B CARLIN	2	135.75
DANIEL G DERTZ	1	33.67
DANIEL L BRITE	7	1,370.04
DARCY WILSON	33	14,963.99
DARREN M WEEKLY	9	371.68

Account Name	Transaction Count	Transaction Amount
DAVID E KNAUB	5	385.04
DAVID M GILL	2	422.45
DC SHERIFFS OFFICE 14	1	20.00
DC SHERIFFS OFFICE 4	1	496.26
DEAN L GRAFFT	16	5,263.16
DEANNE M STEVENSON	9	2,541.53
DEBORAH A TAKAHARA	5	4,129.36
DEBORAH A TAKAHARA	2	50.76
DEBORAH KULA	1	180.00
DECLAN C LAWSON	1	54.98
DENI J SHINN	1	1,199.00
DIANE L SMITH	2	77.05
DJ BOETTCHER	4	3,718.21
DONALD A WAGNER	30	6,121.40
DONTE G YOUNG	13	2,195.50
DOUGLAS COUNTY GOVT	0	0.00
DRU E CAMPBELL	16	21,745.52
DUSTIN B DOBBS	8	1,778.97
DUSTIN O CLARK	1	20.94
ELIJAH KNECHT	2	778.28
ELLIE J FURUTA	2	59.85
EMILY J WRENN	2	161.98
ERIC OPPEAU	1	315.00
ERIN E JOHNSON	1	93.80
FIDEL A LEON	3	1,518.33
GEORGE BRAUCHLER	6	229.98
GEORGE P TEAL	5	190.37
GREGORY D GREEN	1	1,566.70
GREGORY K MATTHEWS	9	2,175.98
GREGORY L LILLMARS	3	943.12
HANNE K SCHAUER	2	59.43
HAYLEY C HALL	10	1,545.58
HOLLY RYAN	1	14.00
IAN T GENEVISH	1	140.00
J MARK LONGACHER	1	62.00
JACK W TWITE JR	1	40.00
JACOB I LANDERS	1	450.00
JANET L PETERSON	7	306.53

Account Name	Transaction Count	Transaction Amount
JANETTE TELLER	8	25,639.99
JARED O ACKLIE	1	21.20
JASON A LOWNSDALE	1	1,499.90
JASON B TRUJILLO	5	2,182.92
JASON EILERS	1	160.46
JASON HAWKINS	14	10,596.17
JASON J PETALAS	6	1,478.10
JASON M WALKER	145	83,036.54
JASON ZILLMAN	8	2,459.68
JAY C WILLIAMS	3	1,383.19
JAYSON C EVANS	2	1,479.15
JEFF D WOODS	3	313.44
JEFFREY D ULRICH	2	935.20
JEFFREY P BUDD	2	575.94
JEFFREY PELLE	2	342.00
JENNIFER L GOSKO	4	2,017.05
JENNIFER M SCHAFFER	10	3,482.40
JENNIFER R OSORIO	11	1,621.61
JENNIFER WIECHMANN	3	505.33
JEREMIAH J PETERSON	7	910.23
JEREMY HALEY	1	57.90
JEREMY L WAGNER	5	192.59
JESSE W LOVEGROVE	17	5,733.17
JILL JANZ	1	1,140.00
JIMMIE L BECHLE	34	27,308.32
JOEL D WHITE	5	2,478.92
JOEL T FOREMAN	5	5,160.21
JOEY D PASTORIUS	9	2,832.66
JOHN C RUSIN	3	482.24
JOHN J LAMB	1	30.00
JOHN J MULLIGAN	1	63.84
JONATHAN D FULLER	2	433.23
JOSEPH R HARTLEY	7	6,897.58
JOSH LEWIS	3	2,507.87
JULIE A WARE	26	11,073.08
JUSTIN R PUCKETT	3	165.36
K TROY DUNNING	10	14,084.60
K TROY DUNNING 2	5	581,248.07

Account Name	Transaction Count	Transaction Amount
KARISSA K SANDERS	5	509.38
KATHARINE R KLABON	5	244.43
KATRINA L GAINES	10	4,200.23
KEENAN G SNELL	4	1,247.89
KELLY CALDWELL	1	507.82
KELLY DUNNAWAY	2	53.00
KENNETH R GALLUP	4	431.04
KEVIN J COURSEY	2	4,453.96
KEVIN VAN WINKLE	7	367.96
KEVIN W BOND	12	5,706.82
KIRK INDERBITZEN	3	271.17
KRISTEN S GOETHE	2	12.00
KRISTIN M RANDLETT	1	45.18
KRISTINA L MANN	7	2,449.00
KYLE A KRUZEL	1	28.69
LARA J MOONEY	3	598.17
LARRY D HECK	5	2,211.06
LASIE L ZION	13	7,154.05
LAURA H SKIRDE	2	204.48
LAURA LARSON	5	1,744.87
LAURA M LEARY	1	615.00
LAUREN D STOCKTON	17	1,629.15
LEANDRA MONTOYA	1	52.00
LEETA J MCCLARD	6	2,974.39
LESLIE S STEVESON	1	(5.60)
LEWIS A FONTANA	2	1,155.99
LINDSAY A WILLIAMS	3	76.58
LINDSEY A GROSS	9	786.22
LINDSEY C SPURLOCK	10	2,283.21
LINNANE M CARRASCO	20	4,980.76
LORA L BRONNER	7	1,593.07
LUANNE R LEE	4	1,600.00
LUCAS A DECHANT	2	267.47
LUKE M PAIGE	2	1,094.74
LUKE W ROBERTS	3	1,499.66
LYNNE A WILSON	6	704.61
MAGGIE B COOPER	11	2,081.08
MAKENZIE BOYER	28	6,028.54

Account Name	Transaction Count	Transaction Amount
MAKENZIE BOYER 2	2	4,668.92
MALISA A GOUDY	9	5,458.75
MARILYN L BARTLETT	9	4,411.42
MARK E ECKHARDT	6	761.39
MARYNA SHEVERIA 2	1	500.00
MATTHEW DZIUBANSKI	5	2,337.23
MATTHEW J DRAPER	2	15.50
MEEGAN WOOD-TROMBLEY	1	1,305.62
MEGAN GRANDSARD	10	3,521.59
MELINDA SPAULDING	1	113.40
MELISSA A BLOODWORTH	3	464.45
MELISSA A INGALLS	1	94.25
MICHAEL A TRINDLE	2	659.62
MICHAEL D ALEXANDER	3	2,301.30
MICHAEL DOYLE	1	119.98
MICHAEL R ADAM	4	1,462.04
MICHAEL R NICHOLAS	4	157.76
MICHAEL T ADAMS	1	304.48
MICHAEL T MCINTOSH	4	471.60
MICHELLE L KANE	2	509.11
MICHELLE L MANNES	3	1,778.33
MISTY R ARMIJO	10	1,674.73
NICOLE L ADAMS	4	764.20
NICOLE M DEINDOERFER	21	270.00
PARIS PERAZZO	5	155.18
PATRICIA E VENETTE	1	75.00
PATRICK J COLLINS	4	1,866.32
PATRICK J HASS	3	4,668.75
PAULA K BOLEJACK	2	988.86
PHILLIP K RYAN	2	1,160.71
PRESTON A SEE	4	1,694.39
RACHEL M EILERS	20	385.00
RAEANN L BROWN	2	2,534.84
RANA RASTEH	1	651.42
RAND M CLARK	1	120.00
REBECCA MACPHERSON	73	44,849.37
RICHARD E ROMERO	1	85.00
RICHARD M HARBOUR	16	2,976.93

Account Name	Transaction Count	Transaction Amount
RICHARD MICHAEL HILL	2	625.71
ROBERT A HOUGH	5	1,270.45
ROBERT C CURRY III	2	576.07
ROBERT D BAILIN	30	36,995.12
ROBERT W ROBLES-LYNN	1	98.96
RONALD L HANAVAN	2	1,276.78
RYAN FALKNER	1	73.99
SAMANTHA R HUTCHISON	12	9,818.71
SAN J CASTILLO-JONES	9	3,791.94
SARAH A BROCK	1	366.25
SCOTT A MATSON	2	6,788.82
SEAN HICKEY	3	689.95
SETH A ALDRIDGE	3	379.32
SHANE CLARK	5	1,053.59
SHANE HUGHES	2	1,302.80
SHARON L HINES	12	14,002.73
SHAWNA F POTTER	25	13,330.98
SHELLY L ANDREAS	3	250.10
SHONDA L YOWELL	2	67.61
SKYLER SICARD	7	626.44
SONIA M STERANKO	4	35,023.06
SPENCER D HALES	4	24.00
STEPHANIE N RUSCIANO	1	3.05
STEVEN DODRILL	4	266.89
STEVEN S PATTERSON	1	67.94
SUSAN L QUINN	8	711.66
SUSAN N CROWELL	36	45,871.26
SUSAN N CROWELL 2	8	29,179.12
SUSANNAH J MITCHELL	5	1,008.08
TALITHA R YBARRA	1	545.00
TANYA S BURNSIDE	9	1,948.62
TAYLOR L WEST	3	789.05
TERESA Z KUTT	2	815.00
THERESA D RHINEHART	2	85.00
TIFFANY M MCCAULEY	6	349.32
TIFFANY MARSITTO	11	2,890.82
TIMOTHY D HALLMARK	1	6,278.35
TIMOTHY VAN NOORDT	1	140.00

Account Name	Transaction Count	Transaction Amount
TODD R KRANIG	32	18,068.47
TOMMY J HANSON	9	1,245.42
TORI THELEN	4	2,397.54
TRENT A DUDECK	5	3,166.78
TROY D BAHR	3	892.08
TROY L CROSWHITE	30	5,696.49
TROY U MEISSNER	1	34.94
TYLER D WARD	1	217.98
TYLER J HUNTSMAN	4	1,606.89
VICTORIA L HOFSEIER	6	1,032.02
WALTER G SCHMIDT	14	14,254.46
WILLIAM STIENS	2	129.91
ZACHARY J BURNS	6	3,069.14
ZEKE E LYNCH	2	160.00
Report Totals	1,719	1,449,689.81

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MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Douglas County Commissioners

DESCRIPTION: Resolution Making the Appointment of Douglas County's Representative to the Scientific and Cultural Facilities District (SCFD).

SUMMARY: Pursuant to C.R.S. §32-13-106:

(1) The district created in section 32-13-104 shall be governed by a board of directors, to be appointed as follows:

(a) One director each shall be appointed by the boards of county commissioners of each county in the district, one director shall be appointed by the city council of the city and county of Denver, one director shall be appointed by the city council of the city and county of Broomfield; and (c) A director appointed pursuant to this subsection (1) shall be appointed to serve for a term of three years, but no director shall serve more than two succeeding terms.

Douglas County would like to reappoint Dan Brown as its representative on the SCFD Board of Directors.

RECOMMENDED ACTION: Approve Resolution

REVIEW:

Doug DeBord	Approve	1/30/2025
Jeff Garcia	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025

ATTACHMENTS:
Resolution Making Appointment to SCFD

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

**RESOLUTION MAKING THE APPOINTMENT IF DOUGLAS COUNT'S
REPRESENTATIVE TO THE SCIENTIFIC AND CULTURAL FACILITES DISTRICT
(SCFD).**

WHEREAS, The Scientific and Cultural Facilities District is governed by a board of eleven directors; and

WHEREAS, one director each shall be appointed by the boards of county commissioners of the seven counties in the district, and four directors shall be appointed by the governor; now, therefore,

BE IT RESOLVED, that the Board desires to appoint Dan Brown as Douglas County's representative to the Scientific and Cultural Facilities District for a three-year term beginning January 2025 and expiring January 2028.

PASSED AND ADOPTED this 11th day of February, 2025, in Castle Rock, Douglas County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

BY:

ABE LAYDON, Chair

ATTEST:

HAYLEY HALL, Clerk to the Board

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Ashley Chamberlain, Paralegal

DESCRIPTION: Following the Recommendation of Assessor's Office to Settle BAA Appeals

SUMMARY: The Assessor's Office has requested a reduction in value for the following properties. The values of the subject properties have been appealed from the Board of County Commissioners ("BOCC") sitting as the Douglas County Board of Equalization ("BOE") to the State Board of Assessment Appeals ("BAA"). These cases may not be settled without approval of the BOCC. The Attorney's Office will need settlement authority from the BOCC before signing the stipulations with the taxpayers. The information in this memo is a summary of the settlement justification offered by the Assessor's Office.

RECOMMENDED ACTION: Approval of the Settlement Agreements as Recommended by the Assessor's Office and to Authorize the Douglas County Attorney's Office to Sign the Proposed Stipulations.

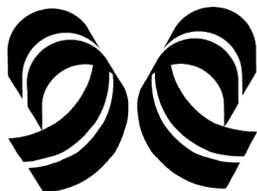
REVIEW:

Jeff Garcia	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025
Doug DeBord	Approve	2/5/2025

ATTACHMENTS:

Board Memo 2.11.25

COUNTY ATTORNEY'S OFFICE



MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

APPROVED BY: ANDREW C. STEERS,
DEPUTY COUNTY ATTORNEY

DATE: FEBRUARY 11, 2025

RE: PROPOSED SETTLEMENT AGREEMENTS

The Assessor's Office has requested a reduction in value for the following properties. The values of the subject properties have been appealed from the Board of County Commissioners ("BOCC") sitting as the Douglas County Board of Equalization ("BOE") to the State Board of Assessment Appeals ("BAA"). These cases may not be settled without approval of the BOCC. The Attorney's Office will need settlement authority from the BOCC before signing the stipulations with the taxpayer. The information in this memo is a summary of the settlement justifications offered by the Assessor's Office.

***IHG PROPERTIES TRUST v. Douglas County BOE,
BAA Docket No. 2023BAA2475***

BOE Decision: November 1, 2023

BOE Action: Petition denied

Current Status: Protest Tax Year 2023; Scheduled at BAA

Property Profile: Address: 7820 Park Meadows Drive, Lone Tree, 80124

Type: Hotel

New Information: The subject property is a 3-story Sonesta Suites hotel located along Park Meadows Drive in Lone Tree. The subject consists of 115 rooms and was built in 2000. The upscale hotel is located on a 3.688-acre lot. For the BAA analysis, the appeals appraiser re-examined the Sales Comparison and Income Approaches to value taking into consideration that

while occupancy and revenue were improving, they had not yet returned to the stabilized levels the hotel exhibited prior to the pandemic by the end of the study period. Analysis via both approaches supported an adjustment, but the greatest weight was given to the Income Approach which is the typical valuation method in the marketplace. Based upon discussions with the owner's agent, and upon approval of the property owner, a stipulation was accepted to change the Tax Year 2023 value from \$8,910,000 to \$8,280,000.

In addition, the agent also provided state sales tax reports for Tax Year 2023 that indicated that 61% of the hotel's stays were long-term and a larger portion of the value should be allocated to the residential assessment rate (versus the 27% residential classification assumption in the Assessor's system) Based upon discussions with the owner's agent, a stipulation was accepted to change the Tax Year 2023 value classification to 61% residential and 39% commercial thereby lowering the actual taxes due. This adjustment accounts for the majority of the tax refund related to this appeal. The difference between the Douglas County rebate for Tax Year 2023 paid and the adjusted rebate amount based on this stipulation will be deducted from the final settlement refund amount

PHVIF LONE TREE LLC v. Douglas County BOE,
BAA Docket No. 2023BAA2473

BOE Decision: November 1, 2023

BOE Action: Petition denied

Current Status: Protest Tax Year 2023; Scheduled at BAA

Property Profile: Address: 9985 Park Meadows Drive, Lone Tree 80124

Type: Hotel

New Information: The subject property is a 4-Story, 123 room hotel under the Element Hotel by Marriott flag. The hotel was constructed in 2009 and is situated on a 2.77-acre site along the Park Meadows Drive commercial corridor in the City of Lone Tree. The subject is considered a limited-service upscale hotel for valuation purposes. The petitioner provided study period income and expense data for review. For the BAA analysis, the appeals appraiser re-examined the Sales Comparison and Income Approaches to value taking into consideration that while occupancy and revenue were improving, they had not yet returned to the stabilized levels the hotel exhibited prior to the pandemic by the end of the study period. Analysis via both approaches supported an adjustment, but the greatest weight was given to the Income Approach which is the typical valuation method in the marketplace. Based upon discussions with the owner's agent, and upon approval of the property owner, a stipulation was accepted to change the Tax Year 2023 value from \$11,070,000 to \$10,500,000.

In addition, the agent also provided state sales tax reports for Tax Year 2023 that indicated that 28% of the hotel's stays were long-term and a larger portion of the value should be allocated to the residential assessment rate. Based upon discussions with the owner's agent, a stipulation was accepted to change the Tax Year 2023 value classification to 28% residential and 72%

commercial thereby lowering the actual taxes due. The difference between the Douglas County rebate for Tax Year 2023 paid and the adjusted rebate amount based on this stipulation will be deducted from the final settlement refund amount.

PHVIF LONE TREE LLC v. Douglas County BOE,
BAA Docket No. 2024BAA2510

BOE Decision: October 29, 2024

BOE Action: Petition denied

Current Status: Protest Tax Year 2024; Scheduled at BAA

Property Profile: Address: 9985 Park Meadows Drive, Lone Tree 80124

Type: Hotel

New Information: The subject property is a 4-Story, 123 room hotel under the Element Hotel by Marriott flag. The hotel was constructed in 2009 and is situated on a 2.77-acre site along the Park Meadows Drive commercial corridor in the City of Lone Tree. The subject is considered a limited-service upscale hotel for valuation purposes. The petitioner provided study period income and expense data for review. For the BAA analysis, the appeals appraiser re-examined the Sales Comparison and Income Approaches to value taking into consideration that while occupancy and revenue were improving, they had not yet returned to the stabilized levels the hotel exhibited prior to the pandemic by the end of the study period. Analysis via both approaches supported an adjustment, but the greatest weight was given to the Income Approach which is the typical valuation method in the marketplace. Based upon discussions with the owner's agent, and upon approval of the property owner, a stipulation was accepted to change the Tax Year 2023 value from \$11,070,000 to \$10,500,000.

In addition, the agent also provided state sales tax reports for Tax Year 2024 that indicated that 22% of the hotel's stays were long-term and a larger portion of the value should be allocated to the residential assessment rate. Based upon discussions with the owner's agent, a stipulation was accepted to change the Tax Year 2023 value classification to 22% residential and 78% commercial thereby lowering the actual taxes due.

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MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Jim Brown, Chief Technology Officer

DESCRIPTION: Disaster Recovery Lifecycle Replacement in the Amount of \$530,965.37.

SUMMARY: Seeking approval for the lifecycle replacement of the County's Disaster Recovery and Business Continuity system. This system allows IT to safeguard county data and quickly resume normal operational activities following a catastrophic event at either the Miller or Justice center datacenters. This purchase in the amount of \$530,965.37 is budgeted from the Maintenance Fund, 802009.

RECOMMENDED ACTION: Approval of the Disaster Recovery Lifecycle Replacement in the Amount of \$530,965.37.

REVIEW:

John Huber	Approve	1/28/2025
Jeff Garcia	Escalated	2/3/2025
Amy Williams	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025
Doug DeBord	Approve	2/5/2025
Suzi Crowell - FYI	Notified - FYI	2/5/2025

ATTACHMENTS:

CDWG Dell Servers 154,140.53 QUOTE 1.22.25
CDWG NetApp 376824.84 QUOTE 1.24.25



Dell PowerEdge R760 Server Proposal



Date: 1/22/2025 Valid until 2/22/2025

SOURCEWELL Contract: 121923

	Qty.	Part Numbers	Description	Extended Sell
Hardware	6	210-BDZY	PowerEdge R760 Server	\$8,205.36
	6	461-AAIG	Trusted Platform Module 2.0 V3	\$162.00
	6	404-BBDT	No HD, No Backplane, 1 or 2 CPU	\$261.84
	6	338-CRPD	Intel Xeon Gold 6544Y 3.6G, 16C/32T, 20GT/s, 45M Cache, Turbo, HT (270W) DDR5-5200	\$13,581.66
	6	374-BBBX	No Additional Processor	\$0.00
	6	379-BFFD	No HBM	\$0.00
	6	412-ABCR	Heatsink for 1 CPU configuration (CPU greater than 165W)	\$243.60
	6	370-AAIP	Performance Optimized	\$0.00
	6	370-BBRX	5600MT/s RDIMMs	\$0.00
	6	780-BCDH	Diskless Configuration (No RAID, No Controller)	\$0.00
	6	405-AACD	No Controller	\$0.00
	6	400-ABHL	No Hard Drive	\$0.00
	6	384-BBBL	Performance BIOS Settings	\$0.00
	6	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	\$0.00
	6	750-ADGJ	Very High Performance Fan x6	\$489.30
	6	450-AKYB	Dual, Hot Plug, Power Supply (1+1) Redundant 1400W 2U	\$2,289.42
	6	330-BBYB	Riser Config 9, 3x8 FH Slots (Gen5), 1x16 LP Slot (Gen4)	\$2,197.08
	6	528-CTIC	iDRAC9, Enterprise 16G	\$800.22
	6	540-BDJL	Nvidia ConnectX-6 Lx Dual Port 10/25GbE SFP28, No Crypto, OCP NIC 3.0	\$1,160.28
	6	540-BDOW	LOM Blank	\$0.00
	6	470-AEYU	No Cables Required	\$0.00
	6	321-BHMY	Dell Luggage Tag	\$0.00
	6	350-BBBW	No Bezel	\$0.00
	6	403-BCRU	BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)	\$4,336.68
	6	470-AFMF	BOSS Cables and Bracket for R760 (Riser 1)	\$81.84
	6	350-BBYX	No Quick Sync	\$0.00
	6	379-BCQX	iDRAC Service Module (ISM), NOT Installed	\$0.00
	6	379-BCQY	iDRAC Group Manager, Disabled	\$0.00
	6	611-BBBF	No Operating System	\$0.00
	6	605-BBFN	No Media Required	\$0.00
	6	770-BBBS	No Rack Rails	\$0.00
	6	631-AACK	No Systems Documentation, No OpenManage DVD Kit	\$0.00
6	343-BBSU	PE R760 No CCC or CE Marking	\$0.00	
6	343-BBSW	Del/EMC label (BIS) for 2.5" Chassis	\$0.00	
96	370-BBRN	64GB RDIMM, 5600MT/s, Dual Rank	\$110,050.56	
12	492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	\$72.12	
6	329-BKCG	Motherboard supports ALL CPUs (required for CPUs 250W and above), MLK	\$736.44	
Hardware Total:				\$144,668.40
Software	6	379-BETF	iDRAC Legacy Password for OCP cards	\$0.00
	Software Total:			
Support	6	886-5644	ProSupport 7x24 Technical Support and Assistance 5 Years	\$8,740.67
	6	886-5652	ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years	\$0.00
	6	886-5653	Dell Hardware Limited Warranty Plus On-Site Service	\$407.46
Support Total:				\$9,148.13

	Qty.	Part Numbers	Description	Extended Sell
Services	6	340-DCEP	PowerEdge R760 Shipping	\$80.16
	6	340-DJQY	PowerEdge R760 Shipping Material	\$243.84
	6	900-9997	On-Site Installation Declined	\$0.00
Services Total:				\$324.00
Misc.	6	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	0.00
	Misc. Total:			
				Extended Sell
Solution Total:				\$154,140.53

Pricing expires 30 calendar days from date on Proposal

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

The terms and conditions provided on this link apply: <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>

Applicable Taxes and Shipping not shown.



NetApp AFF-C800 Proposal



Date: 1/24/2025 Valid until 2/24/2025

Sourcewell Contract: 121923

	Qty.	Part Numbers	Description	Extended Sell
Hardware	1	AFF-C800	AFF-C800	\$0.00
	1	AFF-C800A-203-C	AFF C800,HA,CTL,Encl,100G,-C	\$30,489.68
	2	DATA-AT-REST-ENCRYPTION	DATA AT REST ENCRYPTION CAPABLE OPERATING SYS	\$0.00
	8	X65404-N-C	NetAPP X65404 Compatible TAA 25GBase-SR SFP28 Transceiver (MMF, 850nm, 100m, LC, DOM)	\$0.00
	1	X-02659-00-N-C	Rail Kit,4-Post,Rnd/Sq-Hole,Adj,24-32,-C	\$0.00
	4	X737A-C	POWER SUPPLY,1600W,-C	\$0.00
	8	X66250-5-N-C	Cable,LC-LC,OM4,5m,-C	\$0.00
	2	X66211B-2-N-C	Cable,100GbE,QSFP28-QSFP28,Cu,2m,-C	\$0.00
	2	X66211A-05-N-C	Cable,100GbE,QSFP28-QSFP28,Cu,0.5m,-C	\$0.00
	4	X1122A-N-C	NIC 2-Pt Bare Cage 25GbE RoCE SFP28 PCIe,-C	\$2,767.48
	1	DOC-AFF-C800-C	Documents,AFF-C800,-C	\$0.00
	4	X800-42U-R6-C	Power Cable,In-Cabinet,C13-C14,-C	\$0.00
	9	X4030A-CF-2-C	Drive Pack,NVMe,SED,CF,2X30.7TB,-C - X4030A-CF-2-C - Storage Enclosure - 7TB	\$86,156.91
	2	AFF-C800A-001	AFF C800 HA System	\$0.00
Hardware Total:				\$119,414.07
Software	1	SW-SMIRROR-CLD-ONTAP-ONE	SW-SMIRROR-CLD-ONTAP-ONE - 5 Years	\$0.00
	1	SW-S3-SM-ONTAP-ONE	SW-S3-SM-ONTAP-ONE - 5 Years	\$0.00
	5526	SW-ONTAPO-CF-C06-C	SW,ONTAP One Package,Per-0.1TB,CF,C06,-C - 5 Years	\$101,678.40
Software Total:				\$101,678.40
Support	1	CS-G1C-SE-ADVISOR	SupportEdge Advisor 4hr Parts - 5 Years	\$129,776.97
	1	CS-4HR-REPLACEMENT-C	Replacement 5 Years	\$25,955.40
Support Total:				\$155,732.37
				Extended Sell
Solution Total:				\$376,824.84

Pricing expires 30 calendar days from date on Proposal

Prices are contingent on final pricing approval from Manufacturer
Quote provided based on specification provided by customer. No workload validation has been done.
The terms and conditions provided on this link apply: <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>
Applicable Taxes and Shipping not shown.

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Tim Hallmark, Facilities, Fleet & Emergency Support Services Director

DESCRIPTION: Purchase Order to Swank Family Properties, LLC, for a Total Sum of \$107,450.86 for the Annual Ground Lease Agreement.

SUMMARY: Douglas County has a Ground Lease Agreement with Swank Family Properties, LLC for the lease of a site for a public safety telecommunications tower site (“Tower Site”), including an easement for access to the Tower Site (“Access Easement”). The annual lease has a 6% escalation each year.

RECOMMENDED ACTION: Approval of Purchase Order to Swank Family Properties, LLC for a total sum of \$107,450.86 for the annual lease agreement.

REVIEW:

Tim Hallmark	Approve	2/4/2025
Jeff Garcia	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025
Doug DeBord	Approve	2/5/2025

ATTACHMENTS:

Swank Executed Ground Lease Agreement April 2015
RE_ Swank Tower - Douglas County Lease Extension

GROUND LEASE AGREEMENT
SWANK PROPERTY COMMUNICATIONS TOWER SITE

This Ground Lease Agreement (“Agreement”) is made this 1st day of April 2015, by and between the Swank Family Properties, LLC, of Denver, Colorado, (“Lessor”), and the Board of County Commissioners of the County of Douglas, State of Colorado (“Lessee”).

WHEREAS, this Agreement is for the lease of a site for a public safety telecommunications tower site (“Tower Site”), including an easement for access to the Tower Site (“Access Easement”), and including the use of the available electric utility service, provided by the Intermountain Rural Electric Association, located adjacent to the Tower Site (“Electric Service”); and

WHEREAS, Lessor owns a certain parcel of land located within Douglas County, Colorado, as more particularly described in Exhibit A (“Property”), attached hereto and incorporated herein by reference, and that said land has within its boundaries a site located in the northwest quadrant of the Property suitable for the location Tower Site, as described in Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, the Lessee desires to enter into this Agreement to lease the Tower Site to design, construct, operate, modify and maintain radio transmitting and receiving antennas together with associated electronic equipment and supporting structures in connection with public safety telecommunications system in Douglas County; and

WHEREAS, Lessee desires access to the Site across and over Lessor’s Property within an existing access easement or road; and

WHEREAS, Lessor will make those portions of its Property available to the Lessee for the Tower Site, Access Easement, and Electric Service on a fair and equitable basis, for a 180 foot tall telecommunications tower, related facilities and telecommunications uses.

NOW THEREFORE, in consideration of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and considerations hereinafter set forth and recited, Lessor and Lessee agree as follows:

Section 1 - General Information

1.01 Line of Authority: Victoria Starkey is designated as the Authorized Representative of the Lessee (“Authorized Representative”) for the purposes of: (1) administering, coordinating and approving work done on behalf of the Lessee for the management of this Agreement and (2) the design, construction, operation and maintenance of the Tower Site, appurtenances. Further, the Authorized Representative is the designee for the County Manager and the County Sheriff, however she is not authorized to enter into any agreements, contracts, letters of intent or

otherwise with respect to the lease of any real estate interest without the prior approval of the County Manager.

1.02 Definitions:

A. Access Easement: The easement containing the roadway from 28A Pine View Street, Palmer Lake, Colorado to the Tower Site.

B. Commencement Date: The effective date of the Agreement as stated in paragraph 3.01 A. below. The Commencement Date shall not be modified by subsequent changes to the leased Tower Site, Access Easement, Electric Service, and to the height of the telecommunications tower.

C. FCC: The Federal Communications Commission.

D. Radio Interference: Any emission, radiation or induction that endangers the functioning or degrades, obstructs, or repeatedly interrupts the telecommunication of Douglas County, the Douglas County Sheriff's Office, or any other telecommunications government users located on the site under the direction and control of Douglas County.

E. Tower Site: The 4,100 square foot site upon which a public safety telecommunications tower and any and all facilities, equipment, cable, space, land, required to effect wireless (voice, data, and video) radio telecommunications, including micro wave signals, is located.

F. Utilities: The existing electric service.

Section 2 - Grant of Rights

2.01 Communications Site: Lessor hereby grants to Lessee an exclusive ground lease for the location, installation, erection and operation of a public safety telecommunications tower, as described in Exhibit B, subject to the terms and conditions set forth herein.

2.02 Quiet Enjoyment: Lessee shall have and peacefully hold and enjoy the quiet possession of the Tower Site, subject to the terms and conditions hereof, provided that Lessee pays the rent herein recited and performs all of Lessee's covenants and agreements herein contained.

2.03 Access Easement: Lessor hereby grants to Lessee a non-exclusive Access Easement to the Site, as described in Exhibit C, attached hereto and incorporated herein by reference.

2.04 Electric Service: Lessor hereby grants to Lessee the access to and use of the electricity service provided to the Site, including a temporary construction easement to install the necessary electric utilities. Lessee shall be responsible for any and all costs associated with obtaining or using electric service.

2.05 Use of Communications Site: The Site shall be for the use and design, maintenance, repair, replacement and installation of communications antennas, tower and approved associated RF equipment as necessary and further shall include any and all appurtenances related thereto, including a small building, generator and propane supply.

Section 3 - Term

3.01 Term of the Agreement:

A. The term of this Agreement shall commence on the 1st day of May, 2015, or upon the date that the site is approved by the Douglas County Planning Commission, whichever is earlier, the "Commencement Date" and shall continue for ten (10) years from the Commencement Date.

B. Subject to Lessor's consent, Lessee shall have the option to renew this Agreement for three (3) successive ten (10) year terms subject to the condition that Lessee give Lessor written request of such renewal ninety (90) days prior to the expiration of the then current term. Lessor shall not unreasonably withhold approvals of such renewals.

3.02 Early Termination: The Lessee has the right to terminate this Agreement without cause upon giving six (6) months prior written notice to the Lessor.

Section 4 – Compensation

4.01 Rent:

A. Beginning on the Commencement Date, Lessee agrees to pay Lessor as initial base rent ("Rent") the amount of Sixty Thousand Dollars (\$60,000) annually. Rent shall be paid on an annual basis. The Rent shall be subject to an annual automatic escalation of six percent (6%), effective and due upon the Commencement Date anniversary.

B. Rent shall be due and payable for each successive year of the Term on the anniversary of the Commencement Date.

C. Lessor agrees that the Rent is reasonable in relation to the telecommunication uses by Lessee and the cost of the improvements made by Lessee for the design, construction and improvements to the Access Road and Site, taking into account the subjective visual and aesthetic impact to Lessor of a 180' tower and the previous costs incurred by Lessor and Swank Family predecessors to build the Access Road, acquire and manage the Property, etc.

4.02 Future Tower Space Subleasing:

A. Commercial Purposes. Lessor and Lessee agree that if up to three (3) cell phone providers or any other commercial purpose subtenant, in addition to tower space used by the Lessee, seek to sublease space on the tower on the Site, the Lessor shall receive fifty percent (50%) of any consideration paid, including but not limited to each monthly lease payment made to Lessee, by each cell phone provider or other commercial user. Lessee shall provide copies of leases with cell phone companies or commercial users upon request by Lessor. In the event Lessee desires to sublease space on the tower to more than three (3) cell phone providers or other commercial users, Lessee shall request Lessor's consent for additional subleases. Lessor's consent may be withheld at its sole discretion.

B. Non-Commercial Purposes. Lessee may sublease additional tower space to or permit co-location by other public safety users but shall first provide written notice to Lessor identifying the user and the public safety purpose and Lessee shall pay Lessor fifty percent of any consideration paid, including but not limited each monthly lease payment, if any.

4.03 Place and Manner of Payments: All sums payable to Lessor shall be made payable to Lessor, without notice, at the agreed upon intervals at the address stated in paragraph 7.12, Notices, or at such other place as the Lessor may hereafter designate by notice in writing to Lessee. All sums shall be made in legal tender of the United States. Any check given to Lessor shall be received by it subject to collection. Any payment not made when due to Lessor shall accrue interest at eight (8%) per annum commencing on the fifth calendar day after the date such amount is due and owing until paid by Lessee.

4.04 Real Property Taxes and Assessments; Personal Property Taxes: Real property taxes and special assessments, if any, payable with respect to the Site for each year during the term of this Agreement shall be paid by the Lessor. Lessee is a tax exempt organization. Lessor shall have no obligation for any personal property taxes with respect to the tower, buildings or any other personal property placed by Lessee on the site.

4.05 Effect of Lessee's Holding Over: Any holding over after the expiration of the term of this Agreement, with the consent of Lessor, shall be construed to be a tenancy from month-to-month, at the same monthly rental as required to be paid by Lessee for the period immediately prior to the expiration of the term of this Agreement, and shall otherwise be on the terms and conditions specified in this Agreement, so far as applicable.

Section 5 – Installations and Construction

5.01 Construction and Installation of the Site: Lessee shall, at its sole cost and expense, design, acquire, construct, and install upon or within the Tower Site, as identified by the site plan and specifications ("Tower Site Plan") as set forth in Exhibit D, attached hereto and incorporated by reference. The Tower Site shall in all respects be constructed in accordance with all

applicable rules and regulations of Douglas County, including but not limited to insurance requirements, and pursuant to building permit to be obtained by Lessee and according to the customary terms and conditions thereof, provided however, that wherever any such terms and conditions are inconsistent with this Agreement, then this Agreement shall control.

5.02 Installation:

A. Lessee shall not install any Tower Site improvements without the prior written review from, and written approval by, the Lessor or its designee, of the plans and specification for such Site and installation of electrical service. Such review and approval does not extend the technological specification for transmitting power, operating frequencies, filter pass-band and rejection characteristics, antenna model numbers and radiation patterns (both horizontal and vertical plane patterns), antenna height and location (collectively "Operation Specifications"); provided, however, that notice of such Operation Specifications and any alterations thereto will be provided to Lessor prior to implementation. It is understood by Lessee that Lessor has two existing towers located adjacent to the Tower Site and that the design, installation and erection of Lessee's Tower and facilities shall be coordinated to accommodate and protect the existing tower structures. Such review and approval, which cannot unreasonably be withheld, must be given no later than thirty (30) working days from the date such plans and specifications are submitted to Lessor.

B. Prior to the commencement of installation and construction of the Site, Lessee or its contractor shall obtain and pay for all required permits. Design and installation shall be done in a good and workmanlike manner, and shall be free of faults and defects. The Tower Site shall conform at a minimum with applicable statutes, ordinances, building codes, regulations, as amended.

5.03 Restoration of Damage to Site and Easements: All construction, maintenance and repair activities performed by Lessee shall be maintained within the Site, electric services access, and Access Easement, and upon completion of said activities, Lessee shall restore any disturbed ground to its original condition and use prior to Lessee's activities, which shall include contouring and stabilizing the surface of the ground and reseeding and mulching all disturbed areas with Douglas County's approved seed mix. Lessee shall also repair or replace any damaged improvements, including, but not limited to, fences, sprinkler systems and paved surfaces, and all damaged vegetation and trees shall be replaced.

5.04 Site Access: Lessee has the right of access, ingress to and egress from the Site, 7 days a week, 24 hours a day, for its employees, agents, suppliers of materials and furnishers of service, and its equipment, vehicles, machinery and other property necessary for the repair, maintenance, removal, installation or operation of the Site. Lessee shall be responsible for providing snow removal, if necessary. The perimeter of the Site shall be surrounded by an eight (8) foot high

chain link fence with a ten (10) foot gate and Lessee may undertake any other appropriate means to secure the Site at Lessee's expense.

Section 6 – Use and Operation

6.01 Compliance with Governmental Regulations: Both Lessor and Lessee shall, at all times, faithfully obey and comply with all existing and future laws, rules and regulations adopted by Federal, State, local and other governmental bodies and affecting Lessee and its operations and activities on the Site.

6.02 Care of Area; Repair and Maintenance:

A. Lessee agrees that it will keep the Site and Access Road, and installed equipment in a neat, clean, safe and sanitary and orderly condition at all times, and further agrees that it will keep such area free of all paper, rubbish, spills and debris. Accumulation of boxes, cartons, barrels or other similar items shall not be permitted within any area of the Site. Tools, test equipment, and work materials shall only be stored in such a manner as to not be unsightly. Further, Lessee agrees to perform noxious weed treatment and management adjacent to either side of the Access Road, at no cost to Lessor, during the term of this so long as this Agreement is in effect.

B. Lessee shall, at Lessee's expense, undertake and complete all routine maintenance, repair and replacement of the Site, Access Easement, Utility service related to the Site and any structures thereon and shall keep same in present condition, order and repair, or better, and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction.

6.03 Utilities: Lessee will provide access to utility companies for the installation of electrical service and maintenance, and repairs by Lessee shall be performed by or contracted for in Lessee's own name, shall be done promptly, in a good and workmanlike fashion, and without diminishing the present value of the Site. Lessee shall be responsible for the costs of installation of the electrical service to the Site. Lessee shall be responsible for utility usage costs for the Site.

6.04 Disposition of Improvements on Termination of Agreement: Upon termination of this Agreement for any cause, unless otherwise mutually agreed on between Lessor and Lessee, Lessee shall at its sole expense remove the tower and all buildings or improvements from the Site, and shall restore the property to the maximum extent reasonably possible to its condition immediately prior to the Commencement Date of this Lease.

6.05 Condition of Site at End of Term: Lessee agrees to deliver up and surrender to the Lessor possession of the Site at the expiration or termination of this Agreement in as good repair as the Lessee obtained the same at the commencement of said term, excepting only ordinary wear and tear.

Section 7 – Miscellaneous

7.01 Indemnification: Lessee cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Lessor or any other person or entity whatsoever for any purpose whatsoever.

7.02 No Waiver of Governmental Immunity Act: The parties hereto understand and agree that the Lessee, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended, or otherwise available to the Lessee.

7.03 Assignment: The parties agree that they will not assign or transfer any rights hereunder, either in whole or in part without the prior written approval of the other. Any attempt to assign or transfer any rights hereunder shall, at the option of the other party, void the assignment or automatically terminate this Agreement and all rights hereunder.

7.06 Governing Law; Venue: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. Lessor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

7.07 Severability: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

7.08 No Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Lessee and Lessor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

7.09 Headings; Recitals: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

7.10 Entire Agreement: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Authorized Representative,

shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Agreement.

7.11 Insurance:

A. Lessee agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, Commercial 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 will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will contain a severability of interests provision.

B. The required Commercial General Liability policy will name Lessor as a Certificate Holder and as an additional insured. A copy of the Certificates of Insurance shall be furnished to Lessor. Lessee and the insurer will endeavor to give Lessor thirty (30) days written notice before said policy is canceled.

C. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

7.12 Notices: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

To the Lessor: Swank Family Properties LLC
Address: 4600 S. Syracuse Street, #900
Denver, CO 80237
Phone: 303-773-2000
E-mail: david@swanklawfirm.com

To the Lessee: Vicky Starkey, Director
Facilities, Fleet and Emergency Support Services
3026 N. Industrial Way
Castle Rock, CO 80109
Attn: Victoria Starkey

Phone: 303-660-7351
Email: vstarkey@douglas.co.us

Douglas County Sheriff's Office
Support Services Division
4000 Justice Way
Castle Rock, CO 80109
Attn: Captain
Phone: 303-814-7031

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Phone: (303) 660-74141
Email: attorney@douglas.co.us

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier, facsimile and electronic mailed items shall be deemed effective upon sending. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

7.13 Time of the Essence: Time is of the essence of this Agreement, and of each and every covenant, term, condition, and provision of this Agreement.

7.14 Waiver:

A. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Agreement.

B. The subsequent acceptance of Rent under this Agreement by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of a preceding breach at the time of acceptance of Rent.

7.15 Default: In the event of any breach of this Agreement by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Site. Should Lessor elect to re-enter, as provided in this Agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may terminate this Agreement at its sole discretion.

7.16 Force Majeure: No party shall be liable for failure to perform hereunder if such failure is the result of force majeure. Any time limit shall be extended for the period of any delay resulting from any force majeure, or this Agreement may be terminated if such delay makes performance of the Agreement impossible or impracticable. Force majeure shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

7.17 Annual Appropriation: Any financial obligations of Lessee imposed by this Agreement shall be subject to annual appropriation of funds, pursuant to C.R.S. §29-1-110. In no event shall the Lessee be liable for payment under this Agreement for any amount in excess thereof. The Lessee is not under obligation to make any future apportionment or allocation to this Agreement. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

7.18 Execution of Agreement: This Agreement is expressly subject to Lessor receiving approval from Douglas Land Conservancy that satisfactory arrangements or mitigations have been made to make the tower permissible pursuant to the Deed of Conservation Easement recorded on December 28, 2000 at Reception No. 00093735, as amended, in the Douglas County Clerk and Recorder's Office granted by Lessor, which Lessee acknowledges its awareness of. This Agreement is also expressly subject to the Lessee receiving approval by the Planning Commission pursuant to Lessee's submission of its application for a Location and Extent for the erection, operation and management of a 180 foot tall public safety radio communications tower within the Tower Site, or upon denial of such approval then subsequent approval by the Board of County Commissioners. In the event that any such approvals are not granted, Lessee shall have the right to terminate this Agreement. Any payments made to Lessor prior to such termination may be retained by Lessor. Neither party to this Agreement shall have any further obligations under this Agreement.

7.19 Counterparts: This Agreement may be signed in counterparts which, taken together shall constitute one document, to be effective upon the date first set forth above.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Agreement as of the above date.

SWANK FAMILY PROPERTIES, LLC

BY: [Signature]

David M. Swank, Manager of
Swank Family Properties LLC, Lessor

BY: [Signature]

Kenneth M. Swank, Manager of
Swank Family Properties LLC, Lessor

DATE: 3-20-15

Signature of Notary Public Required:

STATE OF Colorado)

COUNTY OF Douglas)

ss.

The foregoing instrument was acknowledged before me this 20th day of March, 20 15, by David M. Swank and Kenneth M. Swank.

Witness my hand and official seal

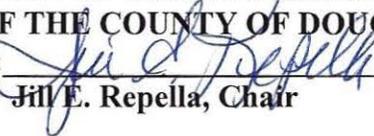
[Signature]

Notary Public

My commission expires: 4/20/2018



BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

BY: 
Jill E. Repella, Chair

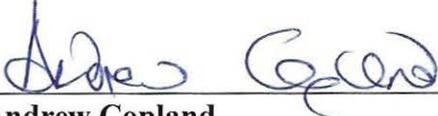
DATE: _____

APPROVED AS TO CONTENT:

BY: 
Douglas J. DeBord, County Manager

DATE: 3/27/15

APPROVED AS TO FISCAL CONTENT:


Andrew Copland
Director of Finance

DATE: 3/24/15

APPROVED AS TO LEGAL FORM:


G. Nicholas Pijoan
Senior Assistant County Attorney

DATE: 3-23-15

EXHIBIT A

Legal Description of Property

A parcel of land located in the Southeast $\frac{1}{4}$ of Section 31, and the Southwest $\frac{1}{4}$ of Section 32, Township 10 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado.

EXHIBIT B

Site Legal Description

Sixth Principal Meridian, in the County of Douglas, State of Colorado, more particularly described as follows:

Commencing at the northwest corner of said northeast quarter of the southeast quarter of Section 31, whence the north line of said northeast quarter of the southeast quarter of Section 31 bears north 89°18'52" east. With all bearings herein being referenced to said north line;

Thence south 45°26'32" east, 492.80 feet to the point of beginning;

Thence south 14°06'15" east, 100.00 feet;

Thence south 75°53'45" west, 60.00 feet;

Thence north 14°06'15" west, 100.00 feet;

Thence north 75°53'45" east, 60.00 feet to the point of beginning.

Contains 0.138 acres or 6,000 square feet, more or less.

EXHIBIT C

Access Easement Legal Description

Use of the existing road, described as follows:

A strip of land 15.00 feet wide over that certain portion of the southeast quarter of Section 31 and the southwest quarter of Section 32, Township 10 South, Range 67 West, Sixth Principal Meridian, in the County of Douglas, state of Colorado, the centerline of said strip being more particularly described as follows:

Commencing at the northwest corner of the northeast quarter of the southeast quarter of said section 31, whence the north line of said northeast quarter of the southeast quarter of section 31 bears north 89°18'52" east, with bearings herein being referenced to said north line;

Thence south 45°26'32" east, 492.80 feet;

Thence south 14°06'15" east, 100.00 feet;

Thence north 75°53'45" east, 7.50 feet to the point of beginning;

Thence north 14°06'15" west, a distance of 132.46 feet to the beginning of a tangent curve concave southwesterly having a radius of 50.00 feet;

Thence northwesterly along said curve through a central angle of 72°51'12", an arc length of 63.58 feet;

Thence tangent to said curve, north 86°57'28" west, a distance of 60.52 feet;

Thence north 81°12'13" west, a distance of 38.62 feet to the beginning of a tangent curve concave southerly having a radius of 125.00 feet;

Thence westerly along said curve through a central angle of 45°03'09", an arc length of 98.29 feet;

Thence tangent to said curve, south 53°44'38" west, a distance of 31.62 feet to the beginning of a tangent curve concave northerly having a radius of 100.00 feet;

Thence westerly along said curve through a central angle of 55°23'50", an arc length of 96.69 feet;

Thence tangent to said curve, north 70°51'32" west, a distance of 81.69 feet to the beginning of a tangent curve concave southerly having a radius of 135.00 feet;

Thence westerly along said curve through a central angle of 17'54'46", an arc length of 42.21 feet;

Thence tangent to said curve, north 88'46'18" west, a distance of 34.44 feet to the beginning of a tangent curve concave northerly having a radius of 133.00 feet;

Thence westerly along said curve through a central angle of 12'41'07", an arc length of 29.45 feet to the beginning of a reverse curve concave southerly having a radius of 72.30 feet;

Thence westerly along said curve through a central angle of 39'50'18", an arc length of 50.27 feet to the beginning of a compound curve concave easterly having a radius of 22.50 feet;

Thence southerly along said curve through a central angle of 127'20'13", an arc length of 50.01 feet;

Thence tangent to said curve, south 63'15'42" east, a distance of 64.82 feet to the beginning of a tangent curve concave southwesterly having a radius of 270.00 feet;

Thence southeasterly along said curve through a central angle of 16'23'27", an arc length of 77.24 feet;

Thence tangent to said curve, south 46'52'15" east, a distance of 14.42 feet to the beginning of a tangent curve concave northeasterly having a radius of 220.00 feet;

Thence southeasterly along said curve through a central angle of 18'21'48", an arc length of 70.51 feet;

Thence tangent to said curve, south 65'14'03" east, a distance of 108.71 feet to the beginning of a tangent curve concave southwesterly having a radius of 50.00 feet;

Thence southeasterly along said curve through a central angle of 84'54'09", an arc length of 74.09 feet;

Thence tangent to said curve, south 19'40'07" west, a distance of 55.07 feet to the beginning of a tangent curve concave easterly having a radius of 210.00 feet;

Thence southerly along said curve through a central angle of 43'00'01", an arc length of 157.60 feet to the beginning of a compound curve concave northeasterly having a radius of 117.00 feet;

Thence southeasterly along said curve through a central angle of 53'52'43", an arc length of 110.02 feet to the beginning of a compound curve concave northerly having a radius of 240.00 feet;

Thence easterly along said curve through a central angle of 16'00'48", an arc length of 67.08 feet;

Thence tangent to said curve, north 86'46'34" east, a distance of 37.30 feet to the beginning of a tangent curve concave southwesterly having a radius of 60.00 feet;

Thence southeasterly along said curve through a central angle of 89'00'37", an arc length of 93.21 feet to the beginning of a compound curve concave westerly having a radius of 230.00 feet;

Thence southerly along said curve through a central angle of 20'29'10", an arc length of 82.24 feet;

Thence tangent to said curve, south 16'16'22" west, a distance of 56.14 feet to the beginning of a tangent curve concave easterly having a radius of 400.00 feet;

Thence southerly along said curve through a central angle of 31'59'01", an arc length of 223.29 feet to the beginning of a reverse curve concave westerly having a radius of 340.00 feet;

Thence southerly along said curve through a central angle of 14'28'55", an arc length of 85.94 feet to the beginning of a reverse curve concave easterly having a radius of 190.00 feet;

Thence southerly along said curve through a central angle of 30'30'47", an arc length of 101.18 feet;

Thence tangent to said curve, south 30'52'21" east, a distance of 60.67 feet;

Thence south 37'10'47" east, a distance of 126.63 feet;

Thence south 33'07'11" east, a distance of 49.21 feet to the beginning of a tangent curve concave northeasterly having a radius of 110.00 feet;

Thence southeasterly along said curve through a central angle of 30'01'49", an arc length of 57.65 feet to the beginning of a reverse curve concave southwesterly having a radius of 430.00 feet;

Thence southeasterly along said curve through a central angle of 24'30'32", an arc length of 183.94 feet to the beginning of a reverse curve concave northerly having a radius of 56.00 feet;

Thence easterly along said curve through a central angle of 103'58'32", an arc length of 101.62 feet to the beginning of a compound curve concave westerly having a radius of 100.00 feet;

Thence northerly along said curve through a central angle of 37'52'10", an arc length of 66.09 feet;

Thence tangent to said curve, north 00'29'09" west, a distance of 57.93 feet to the beginning of a tangent curve concave easterly having a radius of 240.00 feet;

Thence northerly along said curve through a central angle of 20'02'44", an arc length of 83.97 feet to the beginning of a reverse curve concave westerly having a radius of 455.00 feet;

Thence northerly along said curve through a central angle of 27'12'58", an arc length of 216.13 feet to the beginning of a reverse curve concave southeasterly having a radius of 105.00 feet;

Thence northeasterly along said curve through a central angle of 79'44'26", an arc length of 146.13 feet to the beginning of a compound curve concave southerly having a radius of 52.50 feet;

Thence easterly along said curve through a central angle of 49'10'53", an arc length of 45.06 feet;

Thence tangent to said curve, south 58'44'05" east, a distance of 93.37 feet to the beginning of a tangent curve concave northerly having a radius of 135.00 feet;

Thence easterly along said curve through a central angle of 48'21'18", an arc length of 113.93 feet;

Thence tangent to said curve, north 72'54'37" east, a distance of 49.07 feet to the beginning of a tangent curve concave southwesterly having a radius of 70.00 feet;

Thence southeasterly along said curve through a central angle of 106'31'39", an arc length of 130.15 feet;

Thence tangent to said curve, south 00'33'44" east, a distance of 67.70 feet to the beginning of a tangent curve concave easterly having a radius of 350.00 feet;

Thence southerly along said curve through a central angle of 22'31'49", an arc length of 137.63 feet;

Thence south 23'05'33" east, a distance of 70.35 feet;

Thence south 23'12'09" east, a distance of 80.33 feet;

Thence south 37'13'11" east, a distance of 53.91 feet;

Thence south 45'57'44" east, a distance of 44.17 feet to the beginning of a tangent curve concave southwesterly having a radius of 95.00 feet;

Thence southeasterly along said curve through a central angle of 22'34'27", an arc length of 37.43 feet;

Thence tangent to said curve, south 23'23'17" east, a distance of 162.32 feet;

Thence south 30'23'39" east, a distance of 68.09 feet;

Thence south 33'10'16" east, a distance of 73.19 feet;

Thence south 25'16'40" east, a distance of 99.69 feet;

Thence south 36'01'14" east, a distance of 51.17 feet to the beginning of a tangent curve concave northerly having a radius of 50.00 feet;

Thence easterly along said curve through a central angle of 85'46'29", an arc length of 74.85 feet;

Thence tangent to said curve, north 58'12'17" east, a distance of 130.25 feet to the beginning of a tangent curve concave southerly having a radius of 350.00 feet;

Thence easterly along said curve through a central angle of 23'36'46", an arc length of 144.24 feet to the beginning of a compound curve concave southerly having a radius of 120.00 feet;

Thence easterly along said curve through a central angle of 13'04'24", an arc length of 27.38 feet to the beginning of a compound curve concave southwesterly having a radius of 50.00 feet;

Thence southeasterly along said curve through a central angle of 77'37'23", an arc length of 67.74 feet to the beginning of a reverse curve concave northeasterly having a radius of 55.00 feet;

Thence southeasterly along said curve through a central angle of 85'37'23", an arc length of 82.19 feet to the beginning of a compound curve concave northerly having a radius of 170.00 feet;

Thence easterly along said curve through a central angle of 17'45'45", an arc length of 52.70 feet;

Thence tangent to said curve, north 69'07'41" east, a distance of 124.93 feet;

Thence north 73'38'12" east, a distance of 63.52 feet;

Thence north 77'06'51" east, a distance of 81.44 feet;

Thence north 68'26'04" east, a distance of 36.65 feet;

Thence north 64'40'57" east, a distance of 55.13 feet to the beginning of a tangent curve concave southerly having a radius of 85.00 feet;

Thence easterly along said curve through a central angle of 39'52'19", an arc length of 59.15 feet;

Thence tangent to said curve, south 75'26'44" east, a distance of 32.48 feet to the beginning of a tangent curve concave northerly having a radius of 47.00 feet;

Thence easterly along said curve through a central angle of 65'49'57", an arc length of 54.00 feet;

Thence tangent to said curve, north 38'43'19" east, a distance of 48.38 feet to the beginning of a tangent curve concave southerly having a radius of 85.00 feet;

Thence easterly along said curve through a central angle of 68'35'20", an arc length of 101.75 feet;

Thence tangent to said curve, south 72'41'21" east, a distance of 59.61 feet to the beginning of a tangent curve concave northerly having a radius of 110.00 feet;

Thence easterly along said curve through a central angle of 70'19'35", an arc length of 135.02 feet;

Thence tangent to said curve, north 36'59'05" east, a distance of 21.51 feet to the beginning of a tangent curve concave southerly having a radius of 39.00 feet;

Thence easterly along said curve through a central angle of 103'56'42", an arc length of 70.75 feet;

Thence tangent to said curve, south 39'04'13" east, a distance of 28.35 feet to the beginning of a tangent curve concave westerly having a radius of 91.00 feet;

Thence southerly along said curve through a central angle of 53'26'31", an arc length of 84.88 feet;

Thence tangent to said curve, south 14'22'18" west, a distance of 48.52 feet to the beginning of a tangent curve concave northeasterly having a radius of 70.00 feet;

Thence southeasterly along said curve through a central angle of 120'22'36", an arc length of 147.07 feet to the beginning of a compound curve concave northwesterly having a radius of 131.00 feet;

Thence northeasterly along said curve through a central angle of 63'25'42", an arc length of 145.02 feet;

Thence tangent to said curve, north 09'53'11" east, a distance of 52.79 feet to the beginning of a tangent curve concave southeasterly having a radius of 90.00 feet;

Thence northeasterly along said curve through a central angle of 37'00'41", an arc length of 58.14 feet to the beginning of a compound curve concave southerly having a radius of 70.00 feet;

Thence easterly along said curve through a central angle of 81'13'21", an arc length of 99.23 feet;

Thence tangent to said curve, south 51'52'46" east, a distance of 67.02 feet;

Thence south 43'32'48" east, a distance of 66.92 feet to the beginning of a tangent curve concave northerly having a radius of 45.00 feet;

Thence easterly along said curve through a central angle of 74'06'36", an arc length of 58.21 feet;

Thence tangent to said curve, north 62°20'36" east, a distance of 45.95 feet to the beginning of a tangent curve concave southerly having a radius of 40.00 feet;

Thence easterly along said curve through a central angle of 80°50'44", an arc length of 56.44 feet to the beginning of a compound curve concave westerly having a radius of 25.00 feet;

Thence southerly along said curve through a central angle of 32°49'16", an arc length of 14.32 feet to the beginning of a compound curve concave northwesterly having a radius of 51.00 feet;

Thence southwesterly along said curve through a central angle of 60°17'55", an arc length of 53.67 feet to the beginning of a compound curve concave northerly having a radius of 146.00 feet;

Thence westerly along said curve through a central angle of 32°53'46", an arc length of 83.83 feet;

Thence tangent to said curve, south 89°12'18" west, a distance of 48.81 feet to the beginning of a tangent curve concave easterly having a radius of 29.50 feet;

Thence southerly along said curve through a central angle of 167°03'46", an arc length of 86.02 feet;

Thence tangent to said curve, south 77°51'28" east, a distance of 78.69 feet;

Thence south 75°06'23" east, a distance of 140.93 feet;

Thence south 81°06'47" east, a distance of 62.49 feet to the beginning of a tangent curve concave southwesterly having a radius of 43.00 feet;

Thence southeasterly along said curve through a central angle of 45°31'47", an arc length of 34.17 feet to the beginning of a compound curve concave southwesterly having a radius of 82.00 feet;

Thence southeasterly along said curve through a central angle of 19°19'49", an arc length of 27.66 feet to the northerly boundary of the land described in the Access Easement recorded March 10, 1982 in Book 3540 at Page 716, in the Office of the Clerk and Recorder of said County and the point of terminus of said strip.

The sidelines of said strip of land are to be prolonged or shortened so as to terminate southerly at said northerly boundary of the land described in the Access Easement recorded March 10, 1982 in Book 3540 at Page 716.

Containing an area of 2.730 acres or 118,936 square feet, more or less.

Grantor also licenses to Grantee the use of the access road as described in an Access Easement dated April 24, 1994, recorded at Book 6436, Page 1449, and in an Access Easement dated

January 25, 1982, recorded in Book 3540, Page 716, both in the records of El Paso County, Colorado.

Grantee shall not block and shall permit access on and across the existing road as it crosses Grantee's site. This easement shall extend for the term of the Ground Lease and continue for so long as said Ground Lease is in force and has not expired. Said easement shall revert to Grantor upon abandonment by the Grantee.

EXHIBIT D

Site Plan



DOUGLAS COUNTY, COLORADO P25 RADIO UPGRADE PROJECT "SWANK"

PROJECT SUMMARY

SITE ADDRESS:
TO BE DETERMINED (T.B.D.)

JURISDICTION:
DOUGLAS COUNTY, COLORADO
100 3RD STREET
CASTLE ROCK, COLORADO 80104

OCCUPANCY GROUP:
UNMANNED TELECOMMUNICATIONS FACILITY
GROUP B

UTILITY PROVIDER:
T.B.D.

PROJECT DESCRIPTION

A PORTION OF FELLOWSHIP SUBDIVISION, LOT 1

PROJECT DESCRIPTION

INSTALLATION OF A 50' x 90' CHAIN LINK FENCE COMPOUND ENCOMPASSING A NEW 180'-0" SELF-SUPPORT (WITH ASSOCIATED MICROWAVE, RF RADIO ANTENNAS, FEEDER LINES, AND HARDWARE). A 11'-8"(w) x 16'-0"(l) x 10'-0" (h) PREFABRICATED, BULLET PROOF SHELTER WILL BE INSTALLED WITHIN THE COMPOUND TO HOUSE THE RADIO EQUIPMENT. AN EXTERIOR 50KW GENERATOR SHALL BE INSTALLED WITHIN THE COMPOUND TO ACCOMMODATE BACK-UP POWER NEEDS. AN EXTERIOR 1000 GALLON PROPANE TANK WILL BE INSTALLED WITHIN THE COMPOUND TO SUPPORT THE GENERATOR FUEL. ALL OF THE AFOREMENTIONED ITEMS ARE CRUCIAL TO SUPPORT THE UPGRADE OF THE COMMUNITIES EXISTING RADIO SYSTEM TO ANEW P25 RADIO SYSTEM FOR POLICE, FIRE, AND GENERAL GOVERNMENT WITHIN DOUGLAS COUNTY, COLORADO.

GEODETC COORDINATES

LATITUDE: 39° - 08' - 9.10" North (NAD 83)
LONGITUDE: 104° - 55' - 43.70" West (NAD 83)
ELEVATION: XXXX' AMSL

STAKEHOLDER SIGNATURES

DOUGLAS COUNTY | PROJECT MANAGER

DOUGLAS COUNTY | LAND ADMINISTRATION

MOTOROLA SOLUTIONS, INC. | PROJECT MANAGER

MOTOROLA SOLUTIONS, INC. | RF ENGINEER

NB CONSTRUCTION, INC. | PROJECT MANAGER

NB CONSTRUCTION, INC. | CONSTRUCTION MANAGER

PROPERTY OWNER

CONSULTING TEAM

PROGRAM MANAGER:
MOTOROLA SOLUTIONS, INC.
1610 SEVENTEENTH STREET
DENVER, COLORADO 80202

CONSTRUCTION & ENGINEERING SERVICES:
NB CONSTRUCTION, INC.
2517 W. McDOWELL ROAD
SUITE 115
PHOENIX, AZ 85009
(480) 947-3599
www.NBTELECOM.com

LOCATION MAP



VICINITY MAP



SHEET INDEX

SHEET NUMBER	DESCRIPTION
LE1	TITLE SHEET, MAPS & GENERAL INFORMATION
LE2	LEASE EXHIBIT SITE PLAN
LE3	LEASE EXHIBIT PROPOSED ELEVATIONS

LEASE EXHIBIT DRAWINGS

THESE DRAWINGS HAVE BEEN PRODUCED FOR LEASE EXHIBIT PURPOSES ONLY. FURTHER INVESTIGATION AND ENGINEERING IS NEEDED PRIOR TO CONSTRUCTION TO ENSURE THAT ALL OF THE NECESSARY COMPONENTS REGARDING THE ENVIRONMENTAL, GEOTECHNICAL, AND PLANNING & ZONING NEEDS ARE MET WITH THE AUTHORITY HAVING JURISDICTION (AHJ). THIS SET OF DRAWINGS IS NOT INTENDED FOR CONSTRUCTION PURPOSES AT THIS TIME.



DOUGLAS COUNTY SHERIFF'S OFFICE
4800 JUSTICE WAY
CASTLE ROCK, CO 80109
www.DCSHERIFF.net



MOTOROLA SOLUTIONS, INC.
7137 CHURCH RANCH BLVD.
WESTMINSTER, CO 80021
www.MOTOROLASOLUTIONS.com



NB CONSTRUCTION, INC.
2517 W. McDOWELL ROAD, SUITE 115
PHOENIX, AZ 85009
www.NBTELECOM.com

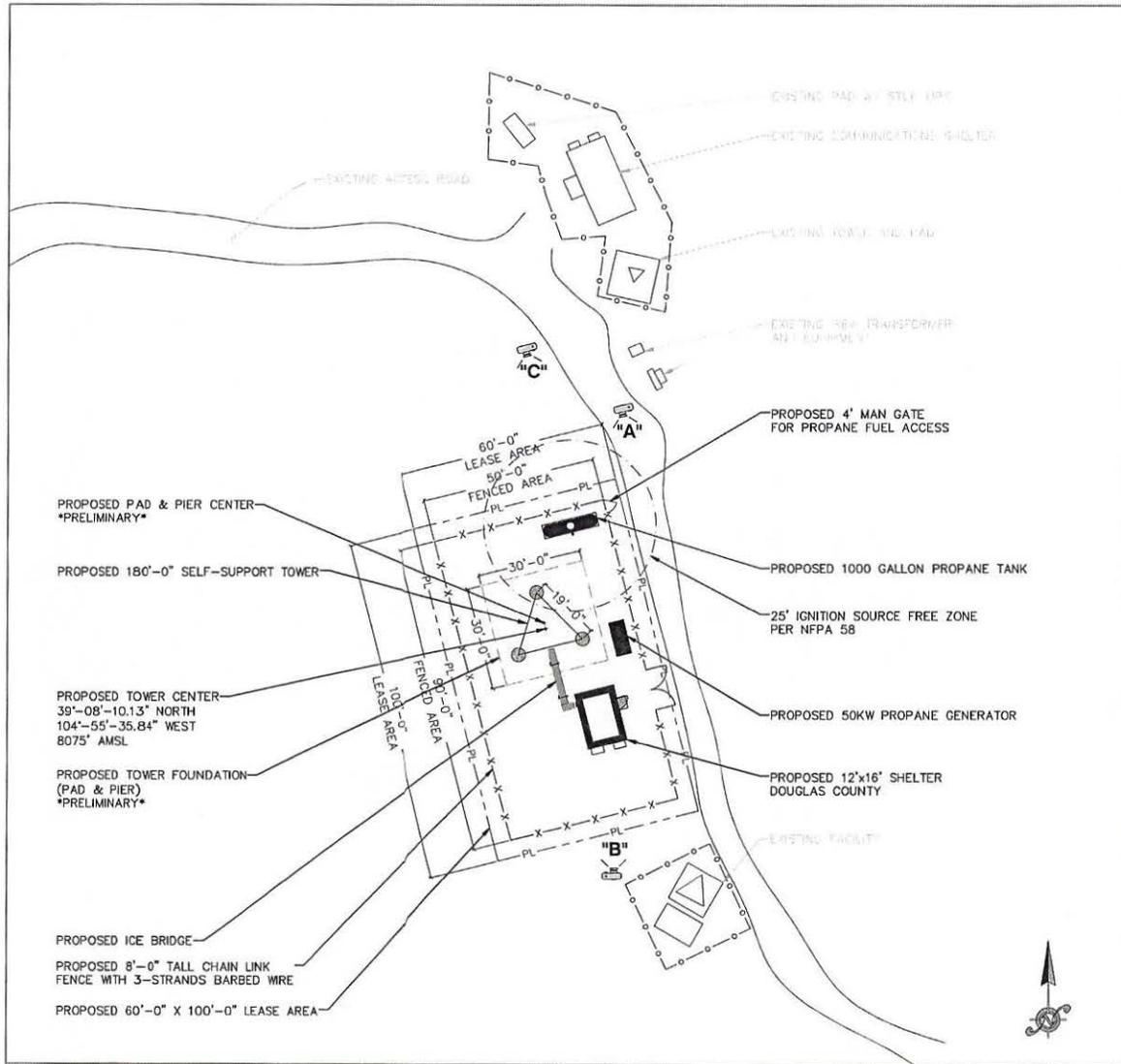
ISSUING: 2/14/14

REV.	DESCRIPTION

Point of Interest Address
SWANK
ADDRESS TO BE DETERMINED
PALMER LAKE, CO 80133
39°-08'-10.53" NORTH
104°-55'-35.84" WEST
#6736' AMSL

TITLE SHEET, MAPS, & GENERAL INFORMATION

Project: SWANK	Draw:
Date: 10/07/2014	LE1
Scale: As Noted	



1 SITE PLAN



DOUGLAS COUNTY SHERIFF'S OFFICE
 4000 JUSTICE WAY
 CASTLE ROCK, CO 80109
 www.DCSHERIFF.net

MOTOROLA SOLUTIONS, INC.
 7237 CHURCH RANCH BLVD.
 WESTMINSTER, CO 80021
 www.MOTOROLASOLUTIONS.com

NB CONSTRUCTION, INC.
 2517 W. McDOWELL ROAD, SUITE 115
 PHOENIX, AZ 85009
 www.NBTELECOM.com

REV.	DESCRIPTION

SWANK
 ADDRESS TO BE DETERMINED
 PALMER LAKE, CO 80133
 39°-08'-10.53" NORTH
 104°-55'-35.84" WEST
 ±6736' AMSL

LEASE EXHIBIT
 SITE PLAN

Drawn SWANK Date 10/07/2014 Scale As Noted	Sheet LE2
---	---------------------

From: [David Swank](#)
To: [Christopher Pratt](#)
Cc: [Luanne Lee](#); [Jeff Vaughn](#)
Subject: Re: Swank Tower - Douglas County Lease
Date: Wednesday, January 29, 2025 4:15:22 PM

Hi Chris, I'm confirming receipt of the County's exercise of its option to extend the lease for another 10 year term.

Let me know if you need anything else from me.

Best regards,
David

On Jan 29, 2025, at 3:49 PM, Christopher Pratt <cpratt@douglas.co.us> wrote:

David,

We try to be good tenants, and I know that the DCSO has had considerably better public safety communications coverage in the area since the tower has been operational. I think we can simplify this term renewal process considerably. There really should be no need to amend or otherwise formally change the existing lease in any way – can you confirm that Tim's email below serves as sufficient written notice that the County is exercising its first successive ten-year option as described in the lease? If so, there is probably no need for Tim to take any further action with the BoCC.

Chris

From: david@swanklawfirm.com <david@swanklawfirm.com>
Sent: Tuesday, January 28, 2025 12:59 PM
To: Tim Hallmark <THallmar@douglas.co.us>
Cc: Kim Browning <kbrowning@dcsheriff.net>; Luanne Lee <LLee@douglas.co.us>; Christopher Pratt <cpratt@douglas.co.us>; Jeff Vaughn <JVaughn@dcsheriff.net>
Subject: RE: Swank Tower - Douglas County Lease

Hi Tim and all, thanks for your e-mail and we will stay tuned as you all work through the County's process for renewing.

FYI, back when we signed the Lease, Nick Pijoan promised that the County would be good to do business with, keep us informed on visits to the property, etc. I'm happy to report that Jeff Vaughn has done exactly that.

Best regards,
David

David M. Swank

SWANK LAW FIRM, LLC

4600 S. Syracuse Street, Suite 900
Denver, CO 80237
303.773.2000

From: Tim Hallmark <THallmar@douglas.co.us>

Sent: Tuesday, January 28, 2025 8:29 AM

To: david@swanklawfirm.com

Cc: Kim Browning <kbrowning@dcsheriff.net>; Luanne Lee <LLee@douglas.co.us>;
Christopher Pratt <cpratt@douglas.co.us>; Jeff Vaughn <JVaughn@dcsheriff.net>

Subject: RE: Swank Tower - Douglas County Lease

Good Morning Mr. Swank,

I hope this message finds you well.

This email serves as a confirmation of Douglas County's intent to exercise our first successive ten-year option. I have confirmed this agreement with the County Manager, as outlined below.

The contract addendum/renewal will be finalized at the Board's February 11th Business Meeting. Moving forward, I will serve as your primary point of contact regarding this matter.

Please don't hesitate to reach out with any questions or any further information you may require.

1.01 Line of Authority: Victoria Starkey is designated as the Authorized Representative of the Lessee ("Authorized Representative") for the purposes of: (1) administering, coordinating and approving work done on behalf of the Lessee for the management of this Agreement and (2) the design, construction, operation and maintenance of the Tower Site, appurtenances. Further, the Authorized Representative is the designee for the County Manager and the County

Sheriff, however she is not authorized to enter into any agreements, contracts, letters of intent or otherwise with respect to the lease of any real estate interest without the prior approval of the County Manager.

*Sincerely,
Tim*

Tim Hallmark
Director, Facilities, Fleet & Emergency Support Services
Douglas County Government
3026 N. Industrial Way
Castle Rock, Co. 80109
Office 303.663.7275 Mobile 303.842.2113
Email: thallmar@douglas.co.us

<image001.png>

<image002.jpg>

From: Christopher Pratt <cpratt@douglas.co.us>
Sent: Monday, January 27, 2025 2:00 PM
To: Jeff Vaughn <JV Vaughn@dcsheriff.net>; Tim Hallmark <THallmar@douglas.co.us>
Cc: Kim Browning <kbrowning@dcsheriff.net>; Luanne Lee <LLee@douglas.co.us>
Subject: RE: Swank Tower - Douglas County Lease

Jeff,

I have included Tim on this since Vicky Starkey was listed as the Authorized Representative under the original lease (see attached). Under it's terms we need do nothing more than send written notice (at least 90 days prior to expiration which is currently April 30th). If the money for 2025 has been appropriated to continue to the lease (somewhere around \$110k) I think that can constitute BoCC approval of exercising our next ten year option. We may want to get Doug's buy in to be sure, but we just need authorization to exercise our first successive ten year option. And we need to do that in writing – pronto or we potentially lose out on this lease.

Let me know what else you need from me.

Chris

From: Jeff Vaughn <JV Vaughn@dcsheriff.net>
Sent: Monday, January 27, 2025 1:26 PM
To: david@swanklawfirm.com; Kim Browning <kbrowning@dcsheriff.net>; Christopher Pratt <cpratt@douglas.co.us>
Subject: Re: Swank Tower - Douglas County Lease

David,

I have added Kim Browning who handles all of our contracts for the Sheriff's Office and Chris Pratt from the county attorney's office who replaced Nick when he retired to help get the process for the lease renewal moving forward.

Thank you,

Jeff Vaughn, CETma, BSBA/CIS
Radio Systems Supervisor
Douglas County Sheriff's Office
4000 Justice Way
Castle Rock, CO 80109
Direct Office : (303) 660-7506
Radio Shop : (303) 814-7013
Email : jvaughn@dcsheriff.net
Radio Shop Group Email: radioshop@dcsheriff.net

From: david@swanklawfirm.com <david@swanklawfirm.com>
Sent: Monday, January 27, 2025 10:55:05 AM
To: Jeff Vaughn <JV Vaughn@dcsheriff.net>
Subject: FW: Swank Tower - Douglas County Lease

Hi Jeff, just following up on this. I haven't heard anything from the County about renewing the lease. . .

Thanks,
David

David M. Swank
SWANK LAW FIRM, LLC
4600 S. Syracuse Street, Suite 900
Denver, CO 80237
303.773.2000

From: david@swanklawfirm.com <david@swanklawfirm.com>

Sent: Thursday, January 9, 2025 1:57 PM

To: 'Jeff Vaughn' <JV Vaughn@dcs heriff.net>

Subject: Swank Tower - Douglas County Lease

Hi Jeff, on the subject of Leases, the County's initial 10 year term on its lease with us expires this year.

Per Section 3.01(B) of the Lease, the County can renew the lease for another 10 year term. Written notice of the County's desire to do so is due 1/30/25. An e-mail from you or someone else on behalf of the County will suffice for our purposes.

If you are not the right contact person for this, let me know or feel free to forward it.

LMK if there are any questions.

Thanks,
David

David M. Swank

SWANK LAW FIRM, LLC

4600 S. Syracuse Street, Suite 900

Denver, CO 80237

303.773.2000



Virus-free. www.avast.com

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Dan Avery, Special Projects Manager

DESCRIPTION: Professional Services Contract in the Amount of \$120,000.00 with the EIS Solutions, LLC dba 76 Group.

SUMMARY: The request is for approval of a professional services contract between Douglas County and the 76 Group in the amount of \$120,000 to provide Federal legislative and regulatory affairs services. Douglas County issued a Request for Proposals (RFP) for a Federal legislative and regulatory affairs consultant on December 9, 2024, and responses were due on January 10, 2025. Six responses were received, each with applicable qualifications and experience. In its administrative meeting on January 28, 2025, the Board selected the 76 Group from among the RFP respondents. As provided in the contract, 76 Group will provide Federal advocacy, identification of and support for securing Federal funding, and strategic planning and advice related to Federal legislation.

RECOMMENDED ACTION: Staff recommends approval of the contract.

REVIEW:

Doug DeBord	Approve	1/31/2025
Jeff Garcia	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025

ATTACHMENTS:

final 76 group PCS 1.29.25

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **EIS SOLUTIONS, LLC, DBA 76 GROUP**, a Limited Liability Corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for Federal legislative and regulatory affairs; and

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Dan Avery, Special Projects Manager, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is One Hundred Twenty Thousand Dollars (\$120,000.00) for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on January 28, 2025, and terminate at 12:00 a.m. on December 31, 2025. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8. INDEMNIFICATION: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. The Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain

at all times, employees of the Consultant for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

12. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to: Douglas County Government
Dan Avery, Special Projects Manager
100 Third Street
Castle Rock, CO 80104
303-660-7401

with a copy to: E-mail davery@douglas.co.us

Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
E-mail: Attorney@douglas.co.us

and by the County to: 76 Group
10065 E. Harvard Ave., Suite 400
Denver, CO 80231
Attn: Dustin Zvonek

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

EIS SOLUTIONS, LLC, DBA 76 GROUP

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

)

ss.

COUNTY OF _____)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS,
STATE OF COLORADO**

By: _____ **DATE:** _____
_____, Chair

ATTEST: (seal)

By: _____ **DATE:** _____
Deputy Clerk to the Board

APPROVED AS TO LEGAL FORM:

By: _____ **DATE:** _____
Chris Pratt, Managing County Attorney

APPROVED AS TO FISCAL CONTENT:

BY: _____ **DATE:** _____
Andrew Copland, Finance Director

APPROVED AS TO CONTENT:

BY: _____ **DATE:** _____
Douglas J. Debord, County Manager

Exhibit A

SCOPE OF SERVICES

Proposed services will include, but are not limited to, the following:

1. Federal Advocacy

- Maintain strong relationships with Congress, focusing on the Colorado delegation, influential members, and relevant committees.
- Engage with the White House and the Executive Branch agencies, such as the U.S. Department of Transportation to secure federal funding and regulatory support.

2. Funding Identification and Support

- Identify federal funding opportunities, including Congressionally Directed Spending and Community Project Funding to aggressively attack every aspect of the Congressional appropriations process.
- Assist with grant applications, advocacy, and securing letters of support.

3. Strategic Planning and Advice

- Provide written summaries, briefing materials, and talking points on legislative and regulatory topics.
- Advise on emerging federal policies including transportation and microtransit funding, aerospace, border security and deportations, anti-human trafficking, keeping U.S. Space Command in Colorado, public lands, wildfire mitigation, water, public health, broadband and economic development.

4. Meeting Coordination

- Arrange substantive meetings with Congressional and executive contacts in Colorado and Washington, D.C.

5. Reporting and Accountability

- Provide biweekly and annual reports to the Board of County Commissioners.
- Be available as needed to provide updates outside of the regularly scheduled biweekly report.

6. Legislative Support

- Assist in securing bill sponsors and cosponsors, coalition building, drafting legislative language, letters of support, op-eds, and providing testimony as needed.

Exhibit B
METHOD OF PAYMENT

The Consultant shall submit detailed monthly invoices for services provided pursuant to this Contract per Section 6. Once approved, the County shall reimburse the Consultant for invoices submitted to Douglas County monthly.

Professional services provided under this contract are to be billed at a rate of \$250 per hour. 76 Group anticipates providing up to 120 hours per quarter to support Douglas County's federal legislative and regulatory priorities. The actual number of hours worked will be flexible depending on the workload and the County's evolving priorities. Based on an estimated workload of up to 120 hours per quarter, the maximum projected cost for a single quarter is \$30,000.

Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the maximum contract expenditure shall not exceed One Hundred Twenty Thousand Dollars (\$120,000.00) per terms of Section 4 of this Contract. The County is under no obligation to make any future apportionment or allocation to this Contract.

Exhibit C
INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR’s insurance coverage shall be primary** insurance. Any insurance or self-

insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors Consultant or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Brian Franklin, Fleet Services Manager

DESCRIPTION: Purchase Orders to John Elway Chevrolet for a Total of \$703,050.00 Under Sourcewell Contract 091521-NAF.

SUMMARY: The Fleet Services Division of Facilities, Fleet & Emergency Support Services requests approval for purchase orders from the General and LEA Funds to John Elway Chevrolet for the acquisition of fourteen (14) replacement and ADD vehicles as approved in the 2025 Adopted Budget.

General Fund (100) Replacements - 19210.474300	
Unit 1315 - Chevy Tahoe SSV	\$54,225.00
Unit 1418 - Chevy Equinox	\$35,295.00
Unit 15036 - Chevy Colorado	\$39,125.00
<u>Unit 16043 - Chevy Colorado</u>	<u>\$39,125.00</u>
	Total
	\$167,770.0
	0

LEA (Fund 210) Replacements & ADDS	
Chevy Tahoe PPV- \$53,528.00 each - 22120.474300	
Replacements for units 1831, 1832, 1731, 1657, 1935, 1607, 1664	
	\$374,696.00
3 Risk Management ADDS	\$160,584.00
	Total
	\$535,280.0
	0

Documents Attached:
 John Elway Chevrolet Colorado Quote
 John Elway Chevrolet Equinox Quote
 John Elway Chevrolet Tahoe SSV Quote
 John Elway Chevrolet Tahoe PPV Quote
 Sourcewell Contract 091521-NAF

RECOMMENDED

ACTION:

Approval of Purchase Orders to John Elway Chevrolet for a total of \$703,050.00 under Sourcewell Contract 091521-NAF.

REVIEW:

Tim Hallmark	Approve	2/5/2025
Jeff Garcia	Approve	2/6/2025
Andrew Copland	Approve	2/6/2025
Doug DeBord	Approve	2/7/2025

ATTACHMENTS:

DOUGLAS- 25 COLORADO X3 WT
DOUGLAS- 25 EQUINOX LAKESHORE BLUE SL152478 HERE
DOUGLAS- 25 TAHOE PPV PATROL
DOUGLAS- 25 TAHOE SSV SILVER ICE
Sourcewell Contract 091521-NAF



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Colorado (14C43) 4WD Crew Cab WT (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$35,200.00
Dest Charge	\$1,595.00
Total Options	\$3,125.00
Subtotal	\$39,920.00
2 ADDITIONAL KEY/FOBS PROGRAMMED WITH REMOTE START FOR TOTAL OF 4	\$730.00
WEATHER TECH LASER CUT FLOOR MATS FRONT AND REAR	\$275.00
TINT TO MATCH REAR	\$250.00
Subtotal Pre-Tax Adjustments	\$1,255.00
Less Customer Discount	(\$2,050.00)
Subtotal Discount	(\$2,050.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
Taxable Price	\$39,125.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$39,125.00

Comments:

STATE OF COLORADO AWARD 193796
US FEDERAL GOVT. SAM.GOV #NLPNC96A9FG5
ARAPAHOE COUNTY AWARD 19-48

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24561. Data Updated: Jan 26, 2025 6:42:00 PM PST.



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
14C43	2025 Chevrolet Colorado 4WD Crew Cab WT	\$35,200.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS		
CODE	DESCRIPTION	MSRP
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00

ENGINE		
CODE	DESCRIPTION	MSRP
L3B	Engine, TurboMax	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
MFC	Transmission, 8-speed automatic	\$0.00

AXLE		
CODE	DESCRIPTION	MSRP
GU6	Rear axle, 3.42 ratio	\$0.00

WHEELS		
CODE	DESCRIPTION	MSRP
RD6	Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel	\$0.00

TIRES		
CODE	DESCRIPTION	MSRP
QHR	Tires, 255/65R17 all-season, blackwall	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24561. Data Updated: Jan 26, 2025 6:42:00 PM PST.



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
A50	Seats, front bucket	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
URL	11.3" diagonal advanced color LCD display with Google built-In	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
PCU	WT Convenience Package II	\$545.00
ZL6	Advanced Trailering Package	\$945.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
G80	Differential, automatic locking rear	Inc.
JL1	Trailer brake controller, integrated	Inc.
U1D	Trailering App	Inc.
Z82	Trailering Package, heavy-duty	Inc.

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John Elway Chevrolet

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Vehicle: [Fleet] 2025 Chevrolet Colorado (14C43) 4WD Crew Cab WT (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
BDR	Locking cylinder Tailgate, keyed cylinder lock	Inc.
BPC	StowFlex Tailgate, storage compartment, lockable	Inc.
CGN	Bedliner, Spray-on, Black with Chevrolet logo	\$475.00
PPA	Tailgate, EZ-Lift and Lower	Inc.
VK3	License plate kit, front	\$40.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
A2X	Seat adjuster, driver 8-way power	Inc.
AL9	Seat adjuster, power driver lumbar control	Inc.
N5G	Steering wheel, wrapped	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UKW	Blind Zone Steering Assist with Trailing	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
PCQ	LPO, Skid Plate Package	\$695.00
S6P	LPO, Remote start kit	\$425.00
SIQ	LPO, Performance - Front Skid Plate	Inc.
SIR	LPO, Performance - Mid Skid Plate	Inc.

Options Total	\$3,125.00
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John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

Quote Worksheet

	MSRP
Base Price	\$30,600.00
Dest Charge	\$1,395.00
Total Options	\$3,235.00
Subtotal	\$35,230.00
2 ADDITIONAL KEY/FOBS PROGRAMMED FOR TOTAL OF 4	\$730.00
WEATHER TECH LASER CUT FLOOR MATS FRONT AND REAR	\$275.00
TINT TO MATCH REAR	\$250.00
Subtotal Pre-Tax Adjustments	\$1,255.00
Less Customer Discount	(\$1,190.00)
Subtotal Discount	(\$1,190.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
Taxable Price	\$35,295.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$35,295.00

Comments:

STATE OF COLORADO AWARD 193796
US FEDERAL GOVT. SAM.GOV #NLPNC96A9FG5
ARAPAHOE COUNTY AWARD 19-48

Dealer Signature / Date

Customer Signature / Date

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John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
1PT26	2025 Chevrolet Equinox AWD 4dr LT w/2LT	\$30,600.00

COLORS

CODE	DESCRIPTION
GXP	Lakeshore Blue Metallic

EMISSIONS

CODE	DESCRIPTION	MSRP
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MGH	Transmission, 8-speed automatic	\$0.00

AXLE

CODE	DESCRIPTION	MSRP
FHB	Axle, 3.47 final drive ratio	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
2LT	LT Preferred Equipment Group	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum	\$0.00

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John Elway Chevrolet

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Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

TIRES

CODE	DESCRIPTION	MSRP
RJS	Tires, 235/65R17, all-season blackwall	\$0.00

PAINT

CODE	DESCRIPTION	MSRP
GXP	Lakeshore Blue Metallic	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AR9	Seats, front bucket	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H9F	Black, Evotex seat trim	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
CWN	Safety and Technology Package	\$1,085.00
ZQ3	Convenience Package II	\$2,200.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
CE1	Wipers, front rain-sensing, intermittent	Inc.
CMO	Heated wiper park	Inc.
CWA	Rear Camera Mirror Washer	Inc.
T3U	Fog lamps, front	Inc.
TCP	Liftgate, AutoSense, hands-free power programmable	Inc.
V2P	Roof rails	Inc.

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John Elway Chevrolet

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Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
A2X	Seat adjuster, driver 8-way power	Inc.
AL9	Seat adjuster, 2-way power driver lumbar control	Inc.
ASV	Sensor, cabin humidity and windshield temperature	Inc.
CJ2	Air conditioning, dual-zone automatic climate control	Inc.
DRZ	Rear Camera Mirror	Inc.
K4C	Wireless Charging for devices	Inc.
R6I	Universal Home Remote Non-Functional	(\$50.00)
UG1	Universal Home Remote	Inc.
VK8	Sunglass storage, overhead	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UKK	Rear Pedestrian Alert	Inc.
UV2	HD Surround Vision	Inc.
UVX	Traffic Sign Recognition	Inc.
Options Total		\$3,235.00

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John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote Worksheet

	MSRP
Base Price	\$55,500.00
Dest Charge	\$1,995.00
Total Options	\$561.00
Subtotal	\$58,056.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$4,528.00)
Subtotal Discount	(\$4,528.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
Taxable Price	\$53,528.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$53,528.00

Comments:

STATE OF COLORADO AWARD 193796
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ARAPAHOE COUNTY AWARD 19-48

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10706	2025 Chevrolet Tahoe 4WD 4dr Commercial	\$55,500.00

COLORS	
CODE	DESCRIPTION
GBA	Black

SUSPENSION PKG		
CODE	DESCRIPTION	MSRP
Z56	Suspension Package, heavy-duty, police-rated.	Inc.

EMISSIONS		
CODE	DESCRIPTION	MSRP
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements	\$0.00

ENGINE		
CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
MHU	Transmission, 10-speed automatic	Inc.

GVWR		
CODE	DESCRIPTION	MSRP
C6G	GVWR, 7600 lbs. (3447 kg)	Inc.

AXLE		
CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group	\$0.00

WHEEL TYPE

CODE	DESCRIPTION	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.

TIRES

CODE	DESCRIPTION	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GBA	Black	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench	Inc.

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
URW	Audio system, 17.7" diagonal advanced color LCD display	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
9C1	Identifier for Police Package Vehicle	\$0.00
AMF	Remote Keyless Entry Package	Inc.

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
6J3	Wiring, grille lamps and siren speakers	\$92.00
6J4	Wiring, horn and siren circuit	\$55.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
—	Capless Fuel Fill	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.
KX4	Alternator, 250 amps	Inc.
RC1	Skid plate, front	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
6C7	Lighting, red and white front auxiliary dome	\$170.00
—	Exterior ornamentation delete	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.
V53	Luggage rack side rails, delete	Inc.
VK3	License plate front mounting package	\$0.00
WUA	Fascia, front high-approach angle	Inc.

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
5J1	Calibration, keyless remote panic button and exterior lights/horn disable	\$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5T5	Seats, front cloth and second row vinyl	\$0.00
6E2	Fleet Calibration	\$25.00
6N5	Switches, rear window inoperative	\$57.00
6N6	Door locks and handles, inside rear doors inoperative	\$62.00
—	Instrumentation, analog	Inc.
—	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.
ATD	Seat delete, third row	Inc.
AU7	Key common, fleet	Inc.
BCV	Lock control, driver side auto door lock disable	Inc.
BTV	Remote start	Inc.
K34	Cruise control, electronic with set and resume speed	Inc.
UTQ	Theft-deterrent system	\$50.00
VZ2	Speedometer calibration	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
—	Active Hill Hold Assist	Inc.
—	Seat belts, 3-point, all seating positions	Inc.
AYH	Airbags, Frontal airbags for driver and front outboard passenger;	Inc.
UD7	Rear Parking Assist	Inc.

ADDITIONAL EQUIPMENT - SAFETY-EXTERIOR

CODE	DESCRIPTION	MSRP
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete	\$50.00

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
—	Protected idle	Inc.
Options Total		\$561.00

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John Elway Chevrolet

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote Worksheet

	MSRP
Base Price	\$55,600.00
Dest Charge	\$1,995.00
Total Options	\$1,250.00
Subtotal	\$58,845.00
COLOR IS SILVER ICE- NOT AVAILABLE IN QUOTING SOFTWARE	\$0.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$4,620.00)
Subtotal Discount	(\$4,620.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
	Taxable Price
	\$54,225.00
Sales Tax	\$0.00
	Subtotal Taxes
	\$0.00
	Subtotal Post-Tax Adjustments
	\$0.00
	Total Sales Price
	\$54,225.00

Comments:

STATE OF COLORADO AWARD 193796
US FEDERAL GOVT. SAM.GOV #NLPNC96A9FG5
ARAPAHOE COUNTY AWARD 19-48

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10706	2025 Chevrolet Tahoe 4WD 4dr Commercial	\$55,600.00

COLORS	
CODE	DESCRIPTION
GXD	Sterling Gray Metallic

SUSPENSION PKG		
CODE	DESCRIPTION	MSRP
ZW7	Suspension, Premium Smooth Ride	\$0.00

EMISSIONS		
CODE	DESCRIPTION	MSRP
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements	\$0.00

ENGINE		
CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
MHU	Transmission, 10-speed automatic	Inc.

GVWR		
CODE	DESCRIPTION	MSRP
C6G	GVWR, 7600 lbs. (3447 kg)	\$0.00

AXLE		
CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group	\$0.00

WHEEL TYPE

CODE	DESCRIPTION	MSRP
NZV	Wheels, 20" x 9" (50.8 cm x 22.9 cm) machined aluminum wit Charcoal pockets	\$1,100.00

TIRES

CODE	DESCRIPTION	MSRP
QAE	Tires, 275/60R20SL all-terrain, blackwall	\$100.00

PAINT

CODE	DESCRIPTION	MSRP
GXD	Sterling Gray Metallic	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench	Inc.

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
URW	Audio system, 17.7" diagonal advanced color LCD display	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
5W4	Identifier for Special Service vehicle	\$0.00
AMF	Remote Keyless Entry Package	Inc.
PQA	1FL Safety Package	Inc.

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
___	Capless Fuel Fill	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.
KX4	Alternator, 250 amps	Inc.
RC1	Skid plate, front	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
___	Exterior ornamentation delete	Inc.
TQ5	IntelliBeam, automatic high beam on/off	Inc.
V53	Luggage rack side rails, delete	Inc.
VK3	License plate front mounting package	\$0.00
WUA	Fascia, front high-approach angle	Inc.

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
5J1	Calibration, keyless remote panic button and exterior lights/horn disable	\$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.
—	Instrumentation, analog	Inc.
—	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.
ATD	Seat delete, third row	Inc.
AX2	Key, unique	Inc.
BCV	Lock control, driver side auto door lock disable	Inc.
BTV	Remote start	Inc.
DRZ	Rear Camera Mirror, inside rearview auto-dimming	Inc.
K34	Cruise control, electronic with set and resume speed	Inc.
UTQ	Theft-deterrent system	\$50.00
VZ2	Speedometer calibration	Inc.

ADDITIONAL EQUIPMENT - SAFETY-MECHANICAL

CODE	DESCRIPTION	MSRP
CTB	Intersection Automatic Emergency Braking	Inc.
UHY	Automatic Emergency Braking	Inc.
UKT	Front Pedestrian and Bicyclist Braking	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24561. Data Updated: Jan 26, 2025 6:42:00 PM PST.



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
___	Active Hill Hold Assist	Inc.
___	Seat belts, 3-point, all seating positions	Inc.
AYH	Airbags, Frontal airbags for driver and front outboard passenger;	Inc.
UD7	Rear Parking Assist	Inc.
UEU	Forward Collision Alert	Inc.
UFB	Rear Cross Traffic Braking	Inc.
UKI	Blind Zone Steering Assist	Inc.
UKM	Lane Keep Assist	Inc.
UOW	Side Bicyclist Alert	Inc.

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
___	Protected idle	Inc.
Options Total		\$1,250.00

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Data Version: 24561. Data Updated: Jan 26, 2025 6:42:00 PM PST.

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:
Jesse Cooper
By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC
Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group
Address: 490 Auto Center Drive
Watsonville, CA 95076
Contact: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Phone: 951-440-0585
Fax: 831-840-8497
HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10
Submitted On: Tuesday September 14, 2021 14:10:21
Submitted By: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address: 76.81.241.2

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.</p> <p>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.</p> <p>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.</p> <p>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.</p> <p>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.</p>
10	What are your company's expectations in the event of an award?	<p>If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.</p> <p>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.</p> <p>Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract.</p> <p>A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF.</p> <p>B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF.</p> <p>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.</p> <p>D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.</p> <p>E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF.</p> <p>F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF.</p> <p>G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.</p> <p>H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF.</p> <p>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.</p> <p>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.</p> <p>We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.</p> <p>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.</p> <p>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.</p> <p>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.</p>
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.</p>
16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.</p> <p>CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable, none.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcwell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcwell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794
County of Venture, CA	Mr. Jorge Brilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637
County of San Joaquin, CA	Mr. David Myers	209-468-9745
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.</p> <p>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</p>

26	Dealer network or other distribution methods.	<p>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.</p> <p>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</p>	*
27	Service force.	<p>The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.</p>	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.</p>	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:</p> <p>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they build.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.</p>	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.</p> <p>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness.</p> <p>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p> <p>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.</p> <p>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.</p> <p>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.</p> <p>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.</p> <p>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.</p> <p>Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.</p> <p>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."</p>

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.</p> <p>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:</p> <p>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.</p> <p>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.</p> <p>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.</p> <p>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.</p> <p>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.</p> <p>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.</p> <p>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.</p> <p>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.</p> <p>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.</p> <p>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.</p> <p>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.</p> <p>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.</p> <p>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.</p>

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.</p> <p>We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.</p> <p>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMs and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
74	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
 - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
 - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
 - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
 - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
 - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
 - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	<input checked="" type="checkbox"/>	1

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Brian Franklin, Fleet Services Manager

DESCRIPTION: Purchase Orders to John Elway Chevrolet for a Total of \$370,624.00 Under Sourcewell Contract 091521-NAF.

SUMMARY: The Fleet Services Division of Facilities, Fleet & Emergency Support Services requests approval for purchase orders from the General and Human Services Funds to John Elway Chevrolet for the acquisition of ten vehicles as approved in the 2025 Adopted Budget for the replacement of Enterprise leased vehicles.

Douglas County entered into a pilot lease program with Enterprise in 2022 to see if leasing was a viable option. This program was initiated with the lease of eleven vehicles, including one Ford Ranger and ten Chevrolet Blazers. One Blazer was deemed a total loss in 2024, and a replacement was not ordered, bringing the number of leased assets in the initial program to ten.

After three years in the program and reviewing the proposed price increases to continue with another round of leases, Fleet Services and Budget have determined that leasing is not cost-beneficial for Douglas County over the average ten-year life cycle of County fleet vehicles.

- General Fund (100) Replacements 19210.474300
 - Unit 22825 - Chevy Blazer \$39,042.00
 - Unit 22826 - Chevy Equinox \$33,064.00
 - Unit 22827 - Chevy Blazer \$39,042.00
 - Unit 22828 - Chevy Blazer \$39,042.00
 - Unit 22829 - Chevy Blazer \$39,042.00
 - Unit 22830 - Chevy Colorado \$39,125.00
 - Total \$228,357.00

- Human Services Fund (210) Replacements 44100.474300
 - Unit 22822 - Chevy Equinox \$33,064.00

- Human Services Fund (210) Replacements 44500.474300

- Unit 22821 - Chevy Traverse	\$43,075.00
- Unit 22823 - Chevy Equinox	\$33,064.00
- <u>Unit 22824 - Chevy Equinox</u>	<u>\$33,064.00</u>
Total	\$109,203.00

Documents Attached

- John Elway Chevrolet Blazer Quote
- John Elway Chevrolet Colorado Quote
- John Elway Chevrolet Equinox Quote
- John Elway Chevrolet Traverse Quote
- Sourcewell Contract 091521-NAF

**RECOMMENDED
ACTION:**

Approval of Purchase Orders to John Elway Chevrolet for a total of \$370,624.00 under Sourcewell Contract 091521-NAF.

REVIEW:

Tim Hallmark	Approve	2/5/2025
Jeff Garcia	Approve	2/6/2025
Andrew Copland	Approve	2/6/2025
Doug DeBord	Approve	2/7/2025

ATTACHMENTS:

DOUGLAS- 25 BLAZER WHITE X3 WILL HAVE TO ORDER RETAIL
DOUGLAS- 25 COLORADO X3 WT
DOUGLAS- 25 EQUINOX LT X13
DOUGLAS- 25 TRAVERSE WHITE ORDER FBFPWP
Sourcewell Contract 091521-NAF



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT (Complete)

Quote Worksheet

	MSRP
Base Price	\$38,100.00
Dest Charge	\$1,395.00
Total Options	\$965.00
Subtotal	\$40,460.00
2 ADDITIONAL KEY FOBS PROGRAMMED FOR TOTAL OF 4	\$730.00
WEATHER TECH LASER CUT FLOOR MATS FRONT AND REAR	\$275.00
TINT TO MATCH REAR	\$250.00
Subtotal Pre-Tax Adjustments	\$1,255.00
Less Customer Discount	(\$2,673.00)
Subtotal Discount	(\$2,673.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
	Taxable Price
	\$39,042.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
	Subtotal Post-Tax Adjustments
	\$0.00
	Total Sales Price
	\$39,042.00

Comments:

STATE OF COLORADO AWARD 193796
US FEDERAL GOVT. SAM.GOV #NLPNC96A9FG5
ARAPAHOE COUNTY AWARD 19-48

Dealer Signature / Date

Customer Signature / Date

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Data Version: 24561. Data Updated: Jan 26, 2025 6:42:00 PM PST.



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
1NR26	2025 Chevrolet Blazer AWD 4dr LT w/2LT	\$38,100.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	MSRP
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
LSY	Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
M3T	Transmission, 9-speed automatic, electronically-controlled	\$0.00

AXLE

CODE	DESCRIPTION	MSRP
FHB	Axle, 3.47 final drive ratio	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
2LT	LT Preferred Equipment Group	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
RV3	Wheels, 18" (45.7 cm) Grazen Metallic aluminum	\$0.00

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John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT (Complete)

TIRES

CODE	DESCRIPTION	MSRP
QMX	Tires, P235/65R18 all-season blackwall	\$0.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AR9	Seats, front bucket	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black/Medium Gray, Premium Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOS	Audio system, Chevrolet Infotainment 3 Plus system	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
WPA	Driver Confidence Package	\$690.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UD7	Rear Park Assist with audible warning	Inc.
UFG	Rear Cross Traffic Alert	Inc.
UKC	Lane Change Alert with Side Blind Zone Alert	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
VQK	LPO, Front and rear splash guards, custom molded	\$275.00

Options Total	\$965.00
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John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Quote Worksheet

	MSRP
Base Price	\$35,200.00
Dest Charge	\$1,595.00
Total Options	\$3,125.00
Subtotal	\$39,920.00
2 ADDITIONAL KEY/FOBS PROGRAMMED WITH REMOTE START FOR TOTAL OF 4	\$730.00
WEATHER TECH LASER CUT FLOOR MATS FRONT AND REAR	\$275.00
TINT TO MATCH REAR	\$250.00
Subtotal Pre-Tax Adjustments	\$1,255.00
Less Customer Discount	(\$2,050.00)
Subtotal Discount	(\$2,050.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
Taxable Price	\$39,125.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$39,125.00

Comments:

STATE OF COLORADO AWARD 193796
US FEDERAL GOVT. SAM.GOV #NLPNC96A9FG5
ARAPAHOE COUNTY AWARD 19-48

Dealer Signature / Date

Customer Signature / Date

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John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
14C43	2025 Chevrolet Colorado 4WD Crew Cab WT	\$35,200.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS		
CODE	DESCRIPTION	MSRP
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00

ENGINE		
CODE	DESCRIPTION	MSRP
L3B	Engine, TurboMax	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
MFC	Transmission, 8-speed automatic	\$0.00

AXLE		
CODE	DESCRIPTION	MSRP
GU6	Rear axle, 3.42 ratio	\$0.00

WHEELS		
CODE	DESCRIPTION	MSRP
RD6	Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel	\$0.00

TIRES		
CODE	DESCRIPTION	MSRP
QHR	Tires, 255/65R17 all-season, blackwall	\$0.00

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John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Colorado (14C43) 4WD Crew Cab WT ( Complete)

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
A50	Seats, front bucket	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
URL	11.3" diagonal advanced color LCD display with Google built-In	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
PCU	WT Convenience Package II	\$545.00
ZL6	Advanced Trailering Package	\$945.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
G80	Differential, automatic locking rear	Inc.
JL1	Trailer brake controller, integrated	Inc.
U1D	Trailering App	Inc.
Z82	Trailering Package, heavy-duty	Inc.

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Data Version: 24561. Data Updated: Jan 26, 2025 6:42:00 PM PST.



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Colorado (14C43) 4WD Crew Cab WT (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
BDR	Locking cylinder Tailgate, keyed cylinder lock	Inc.
BPC	StowFlex Tailgate, storage compartment, lockable	Inc.
CGN	Bedliner, Spray-on, Black with Chevrolet logo	\$475.00
PPA	Tailgate, EZ-Lift and Lower	Inc.
VK3	License plate kit, front	\$40.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
A2X	Seat adjuster, driver 8-way power	Inc.
AL9	Seat adjuster, power driver lumbar control	Inc.
N5G	Steering wheel, wrapped	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UKW	Blind Zone Steering Assist with Trailing	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
PCQ	LPO, Skid Plate Package	\$695.00
S6P	LPO, Remote start kit	\$425.00
SIQ	LPO, Performance - Front Skid Plate	Inc.
SIR	LPO, Performance - Mid Skid Plate	Inc.

Options Total	\$3,125.00
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Data Version: 24561. Data Updated: Jan 26, 2025 6:42:00 PM PST.



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

Quote Worksheet

	MSRP
Base Price	\$30,600.00
Dest Charge	\$1,395.00
Total Options	\$1,085.00
Subtotal	\$33,080.00
2 ADDITIONAL KEY/FOBS PROGRAMMED FOR TOTAL OF 4	\$730.00
WEATHER TECH LASER CUT FLOOR MATS FRONT AND REAR	\$275.00
TINT TO MATCH REAR	\$250.00
Subtotal Pre-Tax Adjustments	\$1,255.00
Less Customer Discount	(\$1,271.00)
Subtotal Discount	(\$1,271.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
Taxable Price	\$33,064.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$33,064.00

Comments:

STATE OF COLORADO AWARD 193796
US FEDERAL GOVT. SAM.GOV #NLPNC96A9FG5
ARAPAHOE COUNTY AWARD 19-48

Dealer Signature / Date

Customer Signature / Date

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Data Version: 24561. Data Updated: Jan 26, 2025 6:42:00 PM PST.



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Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
1PT26	2025 Chevrolet Equinox AWD 4dr LT w/2LT	\$30,600.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	MSRP
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MGH	Transmission, 8-speed automatic	\$0.00

AXLE

CODE	DESCRIPTION	MSRP
FHB	Axle, 3.47 final drive ratio	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
2LT	LT Preferred Equipment Group	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

TIRES

CODE	DESCRIPTION	MSRP
RJS	Tires, 235/65R17, all-season blackwall	\$0.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AR9	Seats, front bucket	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
EKV	Black, Cloth seat trim	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
CWN	Safety and Technology Package	\$1,085.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
CWA	Rear Camera Mirror Washer	Inc.
T3U	Fog lamps, front	Inc.
VK3	License plate front mounting package	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
DRZ	Rear Camera Mirror	Inc.

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Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UKK	Rear Pedestrian Alert	Inc.
UV2	HD Surround Vision	Inc.
UVX	Traffic Sign Recognition	Inc.
Options Total		\$1,085.00

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John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$42,600.00
Dest Charge	\$1,395.00
Total Options	\$500.00
Subtotal	\$44,495.00
2 ADDITIONAL KEY/FOBS PROGRAMMED FOR TOTAL OF 4	\$770.00
WEATHER TECH LASER CUT FLOOR MATS FRONT AND REAR	\$310.00
TINT TO MATCH REAR	\$250.00
Subtotal Pre-Tax Adjustments	\$1,330.00
Less Customer Discount	(\$2,750.00)
Subtotal Discount	(\$2,750.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
	Taxable Price
	\$43,075.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
	Subtotal Post-Tax Adjustments
	\$0.00
	Total Sales Price
	\$43,075.00

Comments:

STATE OF COLORADO AWARD 193796
US FEDERAL GOVT. SAM.GOV #NLPNC96A9FG5
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Dealer Signature / Date

Customer Signature / Date

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John Elway Chevrolet

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Vehicle: [Fleet] 2025 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
1LB56	2025 Chevrolet Traverse AWD 4dr LT w/2LT	\$42,600.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS		
CODE	DESCRIPTION	MSRP
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements	\$0.00

ENGINE		
CODE	DESCRIPTION	MSRP
LK0	Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT)	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
MF8	Transmission, 8-speed automatic	\$0.00

PREFERRED EQUIPMENT GROUP		
CODE	DESCRIPTION	MSRP
2LT	LT Preferred Equipment Group	\$0.00

WHEELS		
CODE	DESCRIPTION	MSRP
SGE	Wheels, 18" (45.7 cm) Grazen Metallic machined-face aluminum	\$0.00

TIRES		
CODE	DESCRIPTION	MSRP
QO5	Tires, 255/65R18 all-season blackwall	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (✔ Complete)

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AR9	Seats, front bucket	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
HQB	LT Jet Black, Premium cloth seat trim	\$0.00

SEATING ARRANGEMENT

CODE	DESCRIPTION	MSRP
ABE	Seating, 7-passenger (2-2-3 seating configuration)	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
BGP	Driver Confidence Package	\$500.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
KI6	Power outlet, 120-volt, located on the rear of center console	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UKK	Rear Pedestrian Alert	Inc.
UV2	HD Surround Vision	Inc.
UVX	Traffic Sign Recognition	Inc.

Options Total	\$500.00
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**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:
Jesse Cooper
By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC
Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group
Address: 490 Auto Center Drive
Watsonville, CA 95076
Contact: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Phone: 951-440-0585
Fax: 831-840-8497
HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10
Submitted On: Tuesday September 14, 2021 14:10:21
Submitted By: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address: 76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.</p> <p>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.</p> <p>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.</p> <p>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.</p> <p>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.</p>
10	What are your company's expectations in the event of an award?	<p>If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.</p> <p>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.</p> <p>Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract.</p> <p>A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF.</p> <p>B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF.</p> <p>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.</p> <p>D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.</p> <p>E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF.</p> <p>F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF.</p> <p>G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.</p> <p>H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF.</p> <p>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.</p> <p>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.</p> <p>We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.</p> <p>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.</p> <p>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.</p> <p>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.</p>
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.</p>
16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.</p> <p>CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable, none.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcwell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcwell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794
County of Venture, CA	Mr. Jorge Brilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637
County of San Joaquin, CA	Mr. David Myers	209-468-9745
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.</p> <p>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</p>

26	Dealer network or other distribution methods.	<p>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.</p> <p>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</p>	*
27	Service force.	<p>The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.</p>	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.</p>	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:</p> <p>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they build.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.</p>	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.</p> <p>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness.</p> <p>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p> <p>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.</p> <p>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.</p> <p>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.</p> <p>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.</p> <p>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.</p> <p>Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.</p> <p>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."</p>

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.</p> <p>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:</p> <p>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.</p> <p>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.</p> <p>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.</p> <p>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.</p> <p>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.</p> <p>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.</p> <p>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.</p> <p>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.</p> <p>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.</p> <p>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.</p> <p>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.</p> <p>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.</p> <p>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.</p>

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.</p> <p>We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.</p> <p>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
74	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
 - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
 - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
 - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
 - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
 - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
 - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	<input checked="" type="checkbox"/>	1

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Brian Franklin, Fleet Services Manager

DESCRIPTION: Purchase Order to John Elway Chevrolet for a Total of \$297,576.00 Under Sourcewell Contract 091521-NAF.

SUMMARY: The Fleet Services Division of Facilities, Fleet & Emergency Support Services is requesting approval for a purchase order from the Health Department Fund to John Elway Chevrolet for the acquisition of nine vehicles as approved in the 2025 Adopted Budget for the replacement of Enterprise leased vehicles.

Douglas County entered into a pilot lease program of eleven vehicles with Enterprise in 2022 to see if leasing was a viable option. The additional lease of nine Health Department Chevrolet Traverse's in 2023 was a continuation of that pilot program as the intended mission of the vehicles was similar to those units in the initial 2022 Enterprise lease program. The use of leases was also beneficial in lowering the startup costs of the Health Department in 2023.

After two years in the program and reviewing the proposed price increases to continue with another round of leases, Fleet Services and Budget have determined that leasing is not cost-beneficial for Douglas County over the average ten-year life cycle of County fleet vehicles.

Health Department - Replacement Chevrolet Equinox's to be funded from 46100.474300.

- Units (9) - 23801, 23802, 23803, 23804, 23805, 23806, 23807, 23808, and 23809. \$297,576.00

Documents Attached

- John Elway Chevrolet Equinox Quote of \$33,064.00 per unit.
- Sourcewell Contract 091521-NAF

RECOMMENDED ACTION:

Approval of Purchase Orders to John Elway Chevrolet for a total of \$297,576.00 under Sourcewell Contract 091521-NAF.

REVIEW:

Tim Hallmark	Approve	1/28/2025
Jeff Garcia	Escalated	2/3/2025
Amy Williams	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025
Doug DeBord	Approve	2/5/2025

ATTACHMENTS:

DOUGLAS- 25 EQUINOX LT X13
Sourcewell Contract 091521-NAF



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

Quote Worksheet

	MSRP
Base Price	\$30,600.00
Dest Charge	\$1,395.00
Total Options	\$1,085.00
Subtotal	\$33,080.00
2 ADDITIONAL KEY/FOBS PROGRAMMED FOR TOTAL OF 4	\$730.00
WEATHER TECH LASER CUT FLOOR MATS FRONT AND REAR	\$275.00
TINT TO MATCH REAR	\$250.00
Subtotal Pre-Tax Adjustments	\$1,255.00
Less Customer Discount	(\$1,271.00)
Subtotal Discount	(\$1,271.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
	Taxable Price
	\$33,064.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
	Subtotal Post-Tax Adjustments
	\$0.00
	Total Sales Price
	\$33,064.00

Comments:

STATE OF COLORADO AWARD 193796
US FEDERAL GOVT. SAM.GOV #NLPNC96A9FG5
ARAPAHOE COUNTY AWARD 19-48

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24561. Data Updated: Jan 26, 2025 6:42:00 PM PST.



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
1PT26	2025 Chevrolet Equinox AWD 4dr LT w/2LT	\$30,600.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS		
CODE	DESCRIPTION	MSRP
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements	\$0.00

ENGINE		
CODE	DESCRIPTION	MSRP
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
MGH	Transmission, 8-speed automatic	\$0.00

AXLE		
CODE	DESCRIPTION	MSRP
FHB	Axle, 3.47 final drive ratio	\$0.00

PREFERRED EQUIPMENT GROUP		
CODE	DESCRIPTION	MSRP
2LT	LT Preferred Equipment Group	\$0.00

WHEELS		
CODE	DESCRIPTION	MSRP
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum	\$0.00

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Data Version: 24561. Data Updated: Jan 26, 2025 6:42:00 PM PST.



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

TIRES

CODE	DESCRIPTION	MSRP
RJS	Tires, 235/65R17, all-season blackwall	\$0.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AR9	Seats, front bucket	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
EKV	Black, Cloth seat trim	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
CWN	Safety and Technology Package	\$1,085.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
CWA	Rear Camera Mirror Washer	Inc.
T3U	Fog lamps, front	Inc.
VK3	License plate front mounting package	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
DRZ	Rear Camera Mirror	Inc.

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Data Version: 24561. Data Updated: Jan 26, 2025 6:42:00 PM PST.



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT ( Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UKK	Rear Pedestrian Alert	Inc.
UV2	HD Surround Vision	Inc.
UVX	Traffic Sign Recognition	Inc.
Options Total		\$1,085.00

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Data Version: 24561. Data Updated: Jan 26, 2025 6:42:00 PM PST.

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

DocuSigned by:
Jesse Cooper
By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC
Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group
Address: 490 Auto Center Drive
Watsonville, CA 95076
Contact: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Phone: 951-440-0585
Fax: 831-840-8497
HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10
Submitted On: Tuesday September 14, 2021 14:10:21
Submitted By: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address: 76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.</p> <p>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.</p> <p>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.</p> <p>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.</p> <p>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.</p>
10	What are your company's expectations in the event of an award?	<p>If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.</p> <p>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.</p> <p>Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract.</p> <p>A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF.</p> <p>B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF.</p> <p>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.</p> <p>D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.</p> <p>E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF.</p> <p>F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF.</p> <p>G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.</p> <p>H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF.</p> <p>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.</p> <p>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.</p> <p>We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.</p> <p>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.</p> <p>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.</p> <p>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.</p>
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.</p>
16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.</p> <p>CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable, none.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcwell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcwell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794
County of Venture, CA	Mr. Jorge Brilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637
County of San Joaquin, CA	Mr. David Myers	209-468-9745
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.</p> <p>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</p>

26	Dealer network or other distribution methods.	<p>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.</p> <p>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</p>	*
27	Service force.	<p>The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.</p>	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.</p>	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:</p> <p>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they build.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.</p>	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.</p> <p>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness.</p> <p>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p> <p>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.</p> <p>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.</p> <p>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.</p> <p>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.</p> <p>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.</p> <p>Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.</p> <p>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."</p>

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.</p> <p>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:</p> <p>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.</p> <p>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.</p> <p>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.</p> <p>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.</p> <p>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.</p> <p>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.</p> <p>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.</p> <p>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.</p> <p>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.</p> <p>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.</p> <p>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.</p> <p>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.</p> <p>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.</p>

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.</p> <p>We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.</p> <p>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
74	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
 - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
 - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
 - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
 - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
 - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
 - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	<input checked="" type="checkbox"/>	1

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Daniel R. Roberts, P.E., Assistant Director

DESCRIPTION: Award of a Public Contract for Services for the 2025 On-Call Arborist Services Contract to Knothead Tree and Lawn Care in the Amount of \$175,000.00, Douglas County Project Number CI 2025-007.

SUMMARY: This Public Contract for Services (PCS) consists of providing on call services primarily related to removal of dead trees in the public right-of-way that pose a safety hazard. The contract supplements existing Public Works Operations staff when specialized tree removal equipment is needed, and when the backlog of work requires additional resources. Work also includes tree and shrub pruning and removal when needed.

Requests for Proposals were sent to five (5) local contractors on November 5, 2024. Proposals were received from two contractors on November 22, 2024. A staff selection committee evaluated the two proposals and interviewed both contractors on December 5, 2024. Following the interviews, the contractors were ranked separately based on their qualifications, experience, specialized equipment, and ability to respond within the timeframes expected for the work. The final rankings of the two responsive contractors were as follows:

<u>RANK</u>	<u>CONTRACTOR</u>
1	Knothead Tree and Lawn Care
2	COVA Tree

As the top ranked contractor, Knothead Tree and Lawn Care's pricing proposal for the six tasks included in the on-call contract was 27% lower than the next ranked contractor (\$40,604 compared to \$55,000) for a sample subset of the work to be performed in this contract which was used for comparison.

Based on these ranking, and because of the ability to provide specialized services to Public Works Operations as needed, Knothead Tree and Lawn Care has been selected for the 2025 On-Call Arborist Services Contract, in support

of Douglas County Public Works Operations, for an amount not to exceed \$175,000.00. The contract end date will be January 1, 2026. Funding for this project will come from Business Unit 31400.443600, in Fund 200, for the total amount of \$175,000.00.

RECOMMENDED ACTION:

Staff recommends approval of a Public Contract for Services for the 2025 On-Call Arborist Services Contract to Knothead Tree and Lawn Care in the amount of \$175,000.00, Douglas County Project Number CI 2025-007.

REVIEW:

Kristina Mann	Approve	2/4/2025
Jeff Garcia	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025
Doug DeBord	Approve	2/5/2025

ATTACHMENTS:

Revised PCS Contract with Bond Language - Knothead Tree and Lawn - 2025 Arborist Services - Keith Burke

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 20____, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **KNOTHEAD TREE AND LAWN CARE**, a **SOLE PROPRIETORSHIP** authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for **CI 2025-007, 2025 ON-CALL ARBORIST SERVICES FOR CONTRACT MAINTENANCE PROJECTS**; and

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Daniel R. Roberts, P.E, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant. **Bond Requirements are listed in Exhibit A for certain types of services and are required by state statutes for projects that could be considered making improvements to County property.**

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is ONE HUNDRED SEVENTY- FIVE THOUSAND DOLLARS (\$175,000.00) for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on February 12, 2025 and terminate at 12:00 a.m. on January 1, 2026. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Consultant agrees that no official, officer, or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions, or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8a. INDEMNIFICATION-GENERAL: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees. Further, this indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

8b. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents, and employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

12. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines, and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the

right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to: Daniel R. Roberts, P.E.
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
(303) 660-7490
with a copy to: E-mail: drroberts@douglas.co.us

Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414
E-mail: attorney@douglas.co.us

and by the County to: Knothead Tree and Lawn Care
527 E. Yucca Hills Road
Castle Rock, CO 80104
Attn: Brett LeMaire
Phone: (303) 885-3800
E-mail: knotheadtree@gmail.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners. Notwithstanding the foregoing, upon completion of the project, Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Contract in client proposals for the purposes of establishing work experience.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements

- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, such as, but not limited to, natural disasters of overwhelming proportions, exceptional adverse weather conditions, acts of God, acts of war, strikes, work stoppages, fire or other catastrophic casualty or action of non-party government authorities.

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

KNOTHEAD TREE AND LAWN CARE

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

)

ss.

COUNTY OF _____)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

APPROVED AS TO CONTENT:

ABE LAYDON , CHAIR Date

DOUGLAS J. DEBORD Date
COUNTY MANAGER

ATTEST

Deputy Clerk Date

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

Janet Herman 1/22/2025

JANET HERMAN, P. E. Date

Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND **Date**
Director of Finance

Chris Pratt **Date**
Managing County Attorney

Exhibit A
SCOPE OF SERVICES

Bonds. At the time of the execution of this Contract, the Contractor shall furnish a Contract Payment Bond and a Contract Performance Bond. Each bond shall be in the penal sum equal to the nearest integral one hundred dollars in excess of the Contract value or amount, plus all force account items, if any, specified in the project special conditions to be included in the payment and performance bonds. The bonds and the security shall be in a form and issued by an entity acceptable to the County.

---(Exhibit A - SCOPE OF SERVICES - continued on next page)---

**EXHIBIT A
SCOPE OF SERVICES
2025 ON-CALL ARBORIST SERVICES
CI2025-007**

Scope of Services

To provide ON-CALL ARBORIST SERVICES at multiple locations throughout Douglas County. ON-CALL ARBORIST SERVICES may consist of but are not limited to; clearing, tree and shrub trimming/ pruning, tree removal, shrub removal, clearing, tree planting, arborist consultation, and other work as needed. All materials, debris, litter, etc. become property of the contractor and shall be disposed of properly. The list of locations will be provided to the contractor once the contract has been selected, estimates for those locations will be submitted by the contractor and then be prioritized by staff and assigned to the contractor for the services to be performed.

Pricing will be based off the **Exhibit "B"** items as follows:

1. **CLEARING** will be paid as "hour", which may include but is not limited to clearing, grubbing, mowing, and removal of vegetation to include shrubs and debris within the limits of the work area. This may require 1–2-person crew plus the use of mower or other equipment for vegetation and shrub removal etc.
2. **TREE AND SHRUB TRIMMING / PRUNNING** this will be paid as "hour" unit, which may consist of but is not limited to trimming / pruning a variety of trees and shrubs, located within the work area. This includes haul and proper disposal of materials
3. **REMOVAL OF TREES** this will be paid as "each" unit, this will be full compensation for removal of the tree itself and use of any equipment, including the operator. This may include but is not limited to a bucket trucks, cranes, etc., with operator included. Please use a 12" diameter tree for estimating purposes.
4. **PLANTING OF TREES** this will be paid as "each" unit, this will be full compensation for the tree and planting of the tree with the use of any equipment, including the operator. This may include but is not limited to a bucket trucks, cranes, etc., with operator included. Please use a 3" diameter tree for estimating purposes.
5. **STUMP GRINDING** this will be paid as "each" unit, this will be full compensation for the grinding of the stump to a suitable depth below grade to include but not limited to a 1 – 2-person crew for stump grinding with equipment and help needed to complete the work.
6. **MOBILIZATION**, this will be paid as "each" unit, that is per location. If more than one trip is required only one mobilization fee shall be invoiced per location.
7. **F/A MINOR CONTRACT REVISIONS**, this will be paid as "F/A" unit, which will be used for general contract conditions, services or other materials requested by Douglas County.

Locations may be changed, added and/or deleted, at any time at the discretion of the Douglas County project manager to best fit the needs of Douglas County and the available budget constraints.

EXHIBIT B

ESTIMATED FEES

2025 ON-CALL ARBORIST SERVICES

CI 2025-007

ESTIMATED FEES PROVIDED IN THE TABLE BELOW

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1	CLEARING	10	HR	\$96.00	\$960.00
2	TREE AND SHRUB (Trimming/Pruning)	100	HR	\$96.00	\$9,600.00
3	REMOVAL OF TREES (AVERAGE)	200	EA	\$600.00	\$120,000.00
4	PLANTING OF TREES (AVERAGE)	10	EA	\$800.00	\$8,000.00
5	STUMP GRINDING (AVERAGE)	10	EA	\$200.00	\$2,000.00
6	MOBILIZATION	100	EA	\$250.00	\$25,000.00
7	F/A MINOR CONTRACT REVISIONS	1	F/A	\$9,440.00	\$9,440.00
				TOTAL	\$175,000.00

These services have an anticipated contract time totaling 10 months for completion. Fees submitted shall remain fixed throughout the duration of the Consultant Contract/Agreement which may be extended. **ALL ITEMS AND QUANTITIES LISTED IN EXHIBIT "B" ESTIMATED FEES, ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE WITH THE ACTUAL WORK COMPLETED IN EACH LOCATION.**

Exhibit C

INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least three (3) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but

not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Megan Datwyler, Risk Manager

Date

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Benjamin Pierce, P.E., Capital Improvements Projects Supervisor

DESCRIPTION: Public Contract for Services with Felsburg Holt & Ullevig Inc. for Design Services During Construction on the County Line Road (University to Broadway) Project, Douglas County Project Number CI2020-013 in the Amount of \$174,140.00.

SUMMARY: The proposed PCS with FHU is for consulting services during construction of the proposed widening and reconstruction of the segment of County Line Road between University Boulevard and Broadway.

In March of 2020 the Douglas County Board of County Commissioners approved a PCS with FHU to prepare final design plans and construction bid documents for the segment of County Line Road from University Boulevard to Broadway. The final documents have been completed, and the project is ready for construction once the County is awarded concurrence to advertise from the Colorado Department of Transportation.

The proposed PCS with FHU is for \$174,140.00 which will be used to provide consulting support services through the duration of construction. These services include assisting the County with the bid process, answering contractor requests for information, reviewing contractor provided shop drawings, providing additional design services for minor revisions during construction, attending meetings with the contractor regarding design questions, and other ancillary duties as needed to support Douglas County throughout construction of the project.

Funding for the proposed PCS is set aside in Fund 230, Business Unit 800461.473100.

RECOMMENDED ACTION: Approval of Public Contract for Services (PCS) with Felsburg Holt & Ullevig Inc. (FHU) for Design Services during construction on the County Line Road (University to Broadway) Project, Douglas County Project Number CI2020-013.

REVIEW:

Kristina Mann	Approve	1/30/2025
Jeff Garcia	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025
Doug DeBord	Approve	2/5/2025

ATTACHMENTS:

FHU Contract Only - Ben Pierce -PCS-FHU-CLR-Feb-11-2025

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **FELSBURG HOLT & ULLEVIG, INC.**, A Colorado corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities related to the **County Line Road (University to Broadway) Project, Douglas County Project Number CI 2020-013**; and

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Ben Pierce, P.E., Project Manager, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **One Hundred Seventy-Four Thousand One Hundred and Forty Dollars and No Cents (\$174,140.00)** for fiscal year **2025**. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on **February 12, 2025**, and terminate at 12:00 a.m. on **June 30, 2027**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. **INVOICING PROCEDURES:** Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. **CONFLICT OF INTEREST:** The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8a. **INDEMNIFICATION-GENERAL:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees. Further, this indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

8b. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

12. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly.

The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to: Ben Pierce, P.E., Capital Improvement Projects Supervisor
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
Phone: (303) 660-7490
E-mail: bpierce@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414
E-mail: attorney@douglas.co.us

and by the County to: Patrick Stein, P.E., Principal,
FELSBURG HOLT & ULLEVIG, INC.
6400 S Fiddlers Green Circle, Suite 1500
Greenwood Village, CO 80111
Phone: (303) 721-1440
E-mail: patrick.stein@fhueng.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to

discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners. Notwithstanding the foregoing, upon completion of the project, Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Contract in client proposals for the purposes of establishing work experience.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, such as, but not limited to, natural disasters of overwhelming proportions, exceptional adverse weather conditions, acts of God, acts of war, strikes, work stoppages, fire or other catastrophic casualty or action of non-party government authorities.

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

FELSBURG HOLT & ULLEVIG, INC.

BY: [Signature]

ATTEST: (if a corporation)

Printed Name PAT STEIN

[Signature]

Title: PRINCIPAL

Title: PRINCIPAL

DATE: 1/27/2025

Signature of Notary Public Required:

STATE OF Colorado)

COUNTY OF Arapahoe)

ss.

The foregoing instrument was acknowledged before me this 27th day of January, 20 25, by Pat Stein.

Witness my hand and official seal

[Signature]
Notary Public

JENI WELLS
Notary Public
State of Colorado
Notary ID # 20214004897
My Commission Expires 02-04-2025

My commission expires: 2-4-25

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

APPROVED AS TO CONTENT:

_____, CHAIR Date

DOUGLAS J. DEBORD Date
COUNTY MANAGER

ATTEST

Deputy Clerk Date

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

JANET HERMAN, P. E. Date
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND Date
Director of Finance

Chris Pratt Date
Managing County Attorney



Exhibit A

November 22, 2024

Mr. Ben Pierce, PE
Engineering Capital Improvements Projects Supervisor
Douglas County
100 Third Street
Castle Rock, CO 80104

Reference: Proposal for Engineering Design Services
Design Services During Construction: County Line Road Widening
FHU No. 120075-02

Dear Mr. Pierce:

Felsburg Holt & Ullevig (FHU) is submitting this proposal for design services during construction for the County Line Road Widening project.

FHU proposes the following scope of work and fee estimate.

Scope of Work

Task 1 – Meetings, Project Management and Coordination

It is anticipated that FHU will attend a pre-bid meeting, bid opening, pre-construction meeting and up to twelve construction progress meetings as needed. Pat will manage budget and schedule and prepare monthly progress reports that will be submitted with invoices.

Additional utility coordination meetings are accounted for in Task 2.

Task 2 – Utility Coordination

FHU will continue coordination with utility owners impacted by the project and support the County, contractor and Construction Management Firm during the relocation process and throughout construction.

Task 3 – Design Services During Construction

FHU will review shop drawings and submittals from the contractor. FHU will also review RFI's, change order requests and support field changes from the Contractor. At the completion of construction, FHU will compile field changes documented by the Contractor and produce As-Built plans for record. All information required to prepare the as-built drawings will be provided and no additional field survey, field measurements, or on-site observations are anticipated. The format of the as-built drawings deliverable shall be Bluebeam edits, submitted electronically in .pdf format and updated AutoCAD .dwg files.

We have included Yeh & Associates and HDR to support construction services for geotechnical and waterline construction respectively. Detailed scopes have been attached related to their support services.

Construction management, material testing and environmental services during construction are not included in this task order.

Task 4 – Additional Services

The additional services task may be utilized if additional design services are required between the completion of the previous task order and initiation of the construction phase.

Fee Estimate

For Tasks 1 through 4, see attached for personnel, hours, and fee (based on our 2025 billing rates). We have estimated that the above scope of work can be completed for a maximum not to exceed cost of **\$174,140**. This cost is inclusive of Yeh & Associates and HDR fee estimates. Our costs will be invoiced monthly on a time and materials basis.

If necessary, FHU will evaluate any unforeseen work efforts that have not been identified above and discuss them with County staff before conducting the work.

Schedule

We anticipate the project work to be completed by April 2027.

Please feel free to contact Patrick Stein at 303-877-7687 if you have any questions. Thank you for the opportunity to continue our work with Douglas County.

October 21, 2024

Proposal No. 224-447

Patrick Stein, P.E.
Felsburg Holt & Ullevig
6400 S. Fiddlers Green Circle, Suite 1500
Greenwood Village, Colorado 80111

Subject: Scope of Work and Fee
Post-Design Service During Construction-East County Line Road Widening
Douglas County, Colorado

Dear Mr. Stein:

This letter presents Yeh and Associates, Inc. (Yeh) proposed scope of work and estimated project costs for providing the post-design geotechnical engineering services during the construction Phase of the East County Line Road.

Proposed Scope of Services:

1. Attend up to three project meetings on an as-needed basis, assuming one hour per meeting.
2. Conduct up to three site visits as needed, assuming three hours per visit.
3. Review specifications for pavement and embankment materials.
4. Review project submittals.
5. Review and respond to up to five construction RFIs.
6. Address up to five construction related questions.
7. Conduct project oversight, monthly progress reports submitted with invoices, and monitoring progress of work.

Assumptions:

The scope of services has been developed with the following assumptions:

1. Geotechnical engineering services for support of post-design services during construction include the number of meetings and RFIs presented estimated above. The actual requirements may vary depending on the contractor's schedule and construction needs. Additional meetings, RFIs, or tasks beyond the estimates provided may require additional fees.
2. This scope does not include construction management, inspection, or material testing services.

Fee:

Our services will be billed on a time and material basis, not to exceed \$13,750 for the proposed scope of work. We will not exceed the estimated budget without prior notice and authorization from Felsburg Holt & Ullevig. Additional services beyond the proposed scope of work can be provided, based on Yeh 2024 Standard Fee Schedule.

Closing

Yeh will perform its services in accordance with the standard of care and skill commonly exercised by professionals practicing under similar conditions in the geographic vicinity at the time services are rendered. No warranty or guarantee, express or implied, is provided as part of this proposal.

If you have any questions, please contact me at (303) 781-9590.

Sincerely,
YEH AND ASSOCIATES, INC.



I-Ping Chen, P.E.
Project Manager

Reviewed by:

Robert F. LaForce, P.E.
Senior Project Manager

Attachment: Yeh 2024 Standard Fee Schedule

**SUBCONSULTANT SCOPE OF SERVICES by HDR
Denver Water Conduit No 90 Relocation in County Line Rd.**

1.1 Responsibilities of the Consultant

This Contract includes supplemental professional engineering services through construction to be provided by HDR (Consultant) for the relocation of Denver Water’s existing 24-inch Conduit No 90 waterline in County Line Rd. east of S. Clarkson St.

Specific engineering services for this amendment include the following activities to be added to the previously completed tasks:

- Task 14 – Design Support Services During Construction

The above noted task to be performed by Consultant does not include permitting and temporary construction tasks, as indicated in the original design services scope of work.

1.2 Responsibilities and Expectations of Denver Water (DW)

- Denver Water will provide full-time on-site inspection and Resident Engineering services during construction of the conduit relocation.

1.3 Responsibilities and Expectations of Douglas County

- Douglas County will provide, through its other Consultant(s), Construction Phase Services support for the temporary construction works and activities associated with the overall County Line Road Improvements project
- Douglas County will facilitate timely communication between Consultant, Contractor and Denver Water
- Douglas County will be responsible for any and all agency (County, City, CDOT, crossed utilities, etc.) coordination and permit related services

1.4 Deliverables

The project deliverables will include:

- Shop Drawings: Reviewed and responses returned within two weeks of receiving a submittal that complies with the contract requirements
- RFIs: Reviewed and responses returned within one week of receiving a submittal that complies with the contract requirements
- Record Drawings complete and returned for review and comment within 4 weeks of receiving as-constructed documentation from the contractor

Submittals (shop drawings and RFI) will be received and returned electronically (PDF). Up to five paper copies, one PDF file and one set of drawing CAD files (E-transmit) of the Record Drawings will be submitted.

1.5 Details on Each Phase of Work

- 1.5.1 Task 14 – Design Support During Construction.** Provide support services during construction related to shop drawing review, RFI response, construction progress meeting attendance and record drawing preparation.

1.5.1.1 **Shop Drawings.** Based on similar past projects HDR assumes 20 original shop drawings will be required with 5 resubmittals (25 total). HDR further assumes each shop drawing will require 3 to 4 hours for review and processing for a total shop drawing budget of 90 hours.

1.5.1.2 **RFI Response.** Based on similar past projects HDR assumes 8 Contractor requests for information (RFI) will be submitted. HDR further assumes each RFI will require 5 hours for review and processing for a total RFI budget of 40 hours.

1.5.1.3 **Pre-Construction, Progress Meetings and Site Visits.** Based on input from Denver Water, progress meetings will be held on site weekly for a total duration of 3-1/2 months (14 weeks). Each meeting is assumed to require 3 hours of staff time from HDR. We've also included two additional site visits of up to four hours each to assist in resolving field questions and issues, for a total meeting, site visit and admin support budget of 60 hours.

1.5.1.4 **Record Drawing Preparation.** Record drawings will be developed to reflect the as-constructed installation of the conduit and appurtenances based on information provided by the contractor and inspector(s) through notes and redline drawings. Record drawing package will be stand-alone (independent of the County Line Road Improvement Drawings).

1.6 Overall Schedule

The services described in the Scope of Work will be completed over approximately 24 months between April 2025 and April 2027 (conduit construction complete between December 20, 2025 and March 30, 2026). Upon receipt of a fully executed Task Order Agreement acceptable to both Douglas County and Consultant, Consultant will begin services. Design Support During Construction activities will be conducted as the contractor's submittals and activities occur.

1.7 Deliverable Completion and Submittal Dates

Schedule is dependent on Douglas County, CDOT, Denver Water and other agency or contractor activities, submittals and requirements.

Assumptions

The following assumptions have been made to develop the level of effort, fee and schedule for this scope of work:

- Pipeline work will be bid and awarded in 2025, with a Notice to Proceed in April 2025. Shop drawing reviews will be conducted in 2025. Field construction activities for the conduit relocation are anticipated to start in late December 2025, with a completion date of March 30, 2026.
- Shop drawings will be reviewed for compliance with Denver Water Capital Project Construction Standards (CPCS) 4th edition 2021.
- Traffic control and Storm Water Management Plans (SWMP) document review are by others and are assumed to be provided under the County Line Road Improvement project.

- Review and recommendations of contract-related submittals (Bid Form, Agreement, Bonds, and Final Payment Forms) will be by others.
- Record drawings will be developed in accordance with Denver Water CPCS (4th edition 2021) to incorporate information provided by the contractor and inspector(s) through notes and redline drawings reflecting the as-constructed condition of the conduit and appurtenances. Record drawings will be prepared in early 2025 and drawing package will be stand-alone (independent of the County Line Road Improvement Drawings).
- Up to 2 site visits are required during construction for observation of progress or for RFI.
- Full-time on-site inspection and Resident Engineering services during construction provided by others.
- Exclusions from Design Support During Construction detailed in the previous sections.

Exhibit B

County Line Road Widening - Design Services During Construction - 11/19/24

 TASK DESCRIPTION	FHU PROFESSIONAL FEE (LABOR)												Subconsultants		TOTAL	TOTAL BY TASK		
	Hourly Rate (2025)	Patrick Stein, Principal II Project Principal/QAQC Lead \$ 325	Kat Duitsman, Principal I Design Manager \$ 310	Scott Dankenbring, Sr Designer Lead Designer \$ 235	Jozef Dankenbring, Engineer I \$ 135	Chad Twiss, Sr. Engineer Drainage/Water Quality Lead \$ 245	Shawn Twiss, Designer V Drainage Support \$ 195	Bill Marcato, Sr. Bridge Engineer Structures Support \$ 245	Vince Miranda, Designer V Structures Detailing \$ 195	Amanda Cushing, Env Scientist V Environmental Lead \$ 220	Neal Goffinet, Env Scientist IV Environmental Support \$ 195	Larry Lang, Senior Engineer Traffic Design Lead \$ 245	SUBTOTAL FHU LABOR (Hr.)	SUBTOTAL FHU LABOR (\$)			HDR (Waterline)	Yeh and Associates (Geotechnical Support)
TASK 1: MEETINGS, PROJECT MANAGEMENT AND COORDINATION																	\$	33,890
Project Management		20	40									60	\$ 18,900			\$ 18,900		
Meetings (See below for utility meetings)																		
Pre-bid Meeting		2	2			2					2	8	\$ 2,250			\$ 2,250		
Bid Opening			2									2	\$ 620			\$ 620		
Pre-Construction Meeting		2	2									4	\$ 1,270			\$ 1,270		
Construction Progress Meetings (Assume 12)			24	2		2		8			2	38	\$ 10,850			\$ 10,850		
TASK 2: UTILITY COORDINATION																	\$	4,780
Utility Meetings and Coordination			4	4	12	4						24	\$ 4,780			\$ 4,780		
TASK 3: DESIGN SERVICES DURING CONSTRUCTION																	\$	125,470
RFIs		2	8	40	24	16	8	24	24	4	4	8	162	\$ 35,430		\$ 35,430		
Shop Drawings & Submittal Reviews			4			8		8	16			8	44	\$ 10,240		\$ 10,240		
BMP Certification						16	16					32	\$ 7,040			\$ 7,040		
As-builts			2	2	16	8	24		8			68	\$ 13,410			\$ 13,410		
Geotechnical Support (Yeh & Associates)													\$ -	\$ 13,750	\$ 13,750			
Denver Water Waterline Support (HDR)													\$ -	\$ 45,600	\$ 45,600			
TASK 4: POTENTIAL ADDITIONAL SERVICES																	\$	10,000
Additional Services (as approved)												0	\$ -			\$ 10,000		
		26	88	48	52	56	48	40	48	4	4	28	442	\$ 104,790	\$ 45,600	\$ 13,750	\$ 174,140	

The total contract value shall not exceed \$174,140.00

Exhibit C
INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least three (3) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but

not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Megan Datwyler, Risk Manager

Date

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Neil Sarno, Project Engineer

DESCRIPTION: Construction Contract with West Fork Construction, LLC for Hess Road over Access Road Project Bridge Douhess-3.35 Improvements, for an Amount not to Exceed \$430,673.00, Douglas County Project Number CI 2024-016.

SUMMARY: Attached for your review and approval is a Construction contract with West Fork Construction, LLC, for the Hess Road over Access Road Bridge Douhess-3.35 Improvements Project. This Project rehabilitates portions of the bridge structure and roadway crossing on Access Road. The project includes the removal of portions of the present structure, asphalt milling, sawing and sealing bridge joints, waterproofing membrane, hot mix asphalt placement, concrete pavement and patching, erosion control, traffic control, as well as other items.

On November 25, 2024, Douglas County Public Works Engineering solicited bids for the Hess Road Over Access Road Project Bridge Douhess-3.35 Improvements. Four (4) bids for the above-mentioned project were opened and read on Tuesday, December 17, 2024, at 1:30 p.m. After a mandatory and extensive due diligence investigation by Engineering Staff, it was determined that West Fork Construction, LLC bid is the lowest, most responsive, and responsible Bidder who will serve the County's best interests for this project. Bids are as follows:

CONTRACTOR	TOTAL BID
West Fork Construction	\$ 430,673.00
Hallmark, Inc.	\$ 585,337.00
Structures Inc.	\$ 627,512.00
Myers and Sons Construction LLC	\$ 657,579.00
Engineer's Estimate	\$ 415,449.50
Average of four (4) Bidders	\$ 575,275.25

Funds for this contract were approved as part of the 2025 adopted budget, and are in Fund 230, Business Unit 800438.

**RECOMMENDED
ACTION:**

Staff recommends awarding an approval of a Construction Contract with West Fork Construction, LLC for Hess Road over Access Road Project Bridge Douhess-3.35 Improvements, for an amount not to exceed \$430,673.00, Douglas County Project Number CI 2024-016.

REVIEW:

Joanna Miller	Approve	2/4/2025
Jeff Garcia	Approve	2/6/2025
Andrew Copland	Approve	2/6/2025
Doug DeBord	Approve	2/7/2025

ATTACHMENTS:

Contractor Signed Agreement

AGREEMENT

Project Name: **HESS ROAD OVER ACCESS ROAD PROJECT
BRIDGE DOUHESS-3.35 IMPROVEMENTS
DOUGLAS COUNTY PROJECT NUMBER CI 2024-016**

1. **Parties.** This Agreement is made and entered into this _____ day of _____, **2025**, between the Board of County Commissioners of the County of Douglas, State of Colorado (hereinafter "County") and **WEST FORK CONSTRUCTION LLC** (hereinafter "Contractor").
2. **Contract Documents.** The entire contract between the Parties shall consist of and include:
 - A. This Contract, which includes the Cover Page and Table of Contents;
 - B. Standard Specifications for Road and Bridge Construction, **dated 2023** adopted by the Colorado Department of Transportation;
 - C. CDOT Standard Plans-M&S Standards, as current at time of Bid;
 - D. Douglas County Roadway Design and Construction Standards, as current at time of Bid;
 - E. The Invitation to Bid;
 - F. Notice to Bidders;
 - G. Douglas County's Standard Special Provisions (SSPs), Project Special Provisions (PSPs) and Project Addenda;
 - H. Plans and Drawings;
 - I. Proposal Form and Bid Bond Form;
 - J. Payment and Performance Bonds;
 - K. Notice of Intent to Award;
 - L. Notice to Proceed;
 - M. Change Orders;
 - N. Non-Collusion Affidavit;
 - O. Warranty;
 - P. County's Payment Policies;
 - Q. Bid Proposal and Schedule;
 - R. Insurance Certificates; and
 - S. Appendix and other attachments.
3. Except as otherwise provided in this Contract, the Project shall be constructed in accordance with the CDOT Standard Specifications for Road and Bridge Construction, **dated 2023**.
4. **Scope of Work.** Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: **The Douglas County Hess Road over Access Road Project consists of rehabilitating portions of a bridge structure and roadway crossing an Access Road. The project includes removal of portions of the present structure, asphalt milling, sawing and sealing bridge joints, waterproofing membrane, hot mix asphalt placement, concrete pavement and patching, erosion control, traffic control as well as other items.** The Contractor shall furnish all of the necessary supervision, materials, tools and supplies and perform all of the labor and other services necessary to complete this Contract.

5. **Contract Time.** This is a **Completion Date Contract**. The **Contract Time of 90 calendar days will be used to determine the Completion Date, once the Notice to Proceed is established.** The work shall be completed and ready for Final Acceptance by the Completion Date determined in the Notice to Proceed. The Contractor agrees that time is of the essence and agrees to proceed with due diligence, taking all precautions, and making all necessary arrangements to insure the completion of the work within the prescribed time period.

6. **Compensation.** As consideration for the completion of the Project as required by the Contract Documents, the County shall pay the Contractor the sum of **FOUR HUNDRED THIRTY THOUSAND, SIX HUNDRED SEVENTY-THREE DOLLARS (\$430,673.00)**, which amount shall be payable pursuant to the Contract Documents.

7. **Amount of Money Appropriated.** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **FOUR HUNDRED THIRTY THOUSAND, SIX HUNDRED SEVENTY-THREE DOLLARS (\$430,673.00)**, for fiscal year **2025**. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

8. **Change Orders.** No change order, or other form of order or directive of the County requiring additional compensable work to be performed, which work is in excess of that specified in Paragraph 7 above, shall be issued unless the Contractor is given written assurance by the County that lawful appropriations to cover the costs of the additional work will be or have been made.

9. **Taxes.** The Contractor shall apply to the State Revenue Department for an exemption certificate in order to exempt it from having to pay sales and use tax.

10. **Bonds.** The Contractor shall secure and maintain, at the Contractor's expense, Payment and Performance Bonds as required by statute executed by a corporate surety licensed to do business in the State of Colorado. Such bonds shall be in the full amount of the contract price and shall be filed with the County prior to the commencement of any work on the Project.

11. **Indemnification and Insurance.** Contractor agrees to:

- A. **Indemnification.** To the fullest extent permitted by law, the Contractor and each of its subcontractors shall indemnify and hold harmless the County, its officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with Contractor's services on behalf of the County pursuant to this Contract, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence, or other fault of Contractor, any subcontractor, any officer, employee, representative or agent of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable; provided, however, that except for workers' compensation, disability benefits or other similar employee benefit claims, Contractor is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands, and expenses arising out of or resulting from any negligent act or omission

of the County, or its agents and employees. Contractor's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. With respect to any and all claims against the County, or any of its officers, employees, or agents by any employee of Contractor, any of its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. Further, this indemnification is intended to comply with and be subject to § 13-50.5-102(8), C.R.S., as amended from time to time.

- B. Procure and maintain commercial general liability insurance including completed operations, contractual liability, products liability and automobile liability, affording coverage for all claims for bodily injury including death and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor, by subcontractors under it or anyone directly or indirectly employed by the Contractor or by subcontractor under it. Required coverage is outlined in **Revision of Section 107 of the Standard Special Provisions and made a part of this Contract.**
- C. Obtain and maintain during the term of this Contract worker's compensation insurance as required by law. This insurance shall cover all of its employees employed under the terms of this Contract. If any of the work on the Project is sublet, the Contractor shall require each of its subcontractors to provide similar coverage for all of the subcontractor's employees to be engaged in such work.
- D. Contractor is an independent contractor under this Contract. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times employees of the Contractor for all purposes. Contractor is required to maintain workers' compensation insurance for such employees as set forth in paragraph 11.C herein. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACTUAL RELATIONSHIP.**

12. **No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

13. **Assignment.** The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written approval of the Project Engineer. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the County, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

14. **Subletting of Contract.** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, or its right, title or interest therein, without the written consent of the County. The Contractor may utilize the services of specialty contractors on those parts of the Project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall be fully responsible to the County for the acts and omissions of the subcontractors and of persons directly employed by them, as it is for the acts and omissions of persons directly employed by it. The Contractor shall provide appropriate provisions to be inserted on all subcontracts relative to the Project to bind the subcontractors to the Contractor by the terms of the Contract Documents to give the Contractor the same power in regard to termination of any subcontractor that the County may exercise over the Contractor under any provision of the Contract Documents.

15. **Non-Discrimination and Federal Assurances in Connection with Performance of Work.** The Contractor agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, age, color, national origin, or ancestry and further agrees to insert the foregoing provision in all subcontracts hereunder. Further, Contractor agrees to comply with the Standard Title VI Non-Discrimination Appendices A and E attached hereto and incorporated herein, and the foregoing shall be a provision in all subcontracts hereunder.

16. **Cancellation of Contract.** Failure of the Contractor to comply with any of the requirements of this Contract may be considered by the County as evidence of the inability on the part of the Contractor to maintain the quality and service standards necessary under this Contract and shall be sufficient cause for termination of the Contract and the County initiating legal action against the Performance Bond of the Contractor.

17. **Patented Devices, Materials and Processes.** If a Contractor is required or desires to use any design, device, invention, product, material or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or copyright owner and the County and shall pay all license fees and royalties and assume all costs incident to such use and construction of the Project or incorporation in the Project. The Contractor agrees to defend, indemnify and save harmless the County from any and all claims for infringement by reason of the use of such patented design, device, invention, project, material, or process or any trademark or copyright in connection with the construction of the Project pursuant to the Contract Documents and shall defend and indemnify the County for any costs, expense, and damages, including attorney's fees, which the County may be obliged to pay for any such infringement at any time such claim is made or prosecuted, including, but not limited to, after the completion of the Project. If the County determines, in the reasonable exercise of its discretion, that a joint defense for the County and the Contractor creates a conflict of interest, the County shall be permitted to select its own counsel, and the Contractor shall pay all reasonable attorneys' fees, expenses (including expert fees and expenses), and costs of the County's defense. The County may, if it so desires, withhold any payment due the Contractor so long as it shall be reasonably necessary to indemnify the County on account of such injuries or damage.

18. **Compliance with Safety and Health.** Contractor agrees, in the performance of this Contract, to comply with all safety orders, rules and regulations imposed pursuant to the Colorado Occupational Safety and Health Program, commonly referred to as COSHA, and/or all other safety orders and regulations properly imposed by any other regulatory governmental agency of the State of Colorado or of the United States.

19. **Permits and Licenses.** Unless otherwise provided, the Contractor shall procure all permits and licenses and pay all charges and fees including, but not limited to, all inspection charges of agencies having appropriate jurisdiction, give all notices necessary and incidental to the due and lawful construction of the Project. County may assist Contractor, when necessary, in obtaining such permits and licenses.

20. **Venue.** Any and all legal actions pertaining or related to this Contract shall be filed and tried in the District Court in and for the County of Douglas, State of Colorado.

21. **Colorado Labor Preference.** The provisions of §§ 8-17-101 through 8-17-107, C.R.S., are applicable to this Contract. Colorado labor must be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on the Project. The 80% requirement for Colorado labor shall be waived by the County if there is reasonable evidence to demonstrate insufficient Colorado labor to perform the work of the Project and if compliance with this requirement would create an undue burden that would substantially prevent the Project from proceeding to completion. Colorado labor means any person who is a resident of the State of Colorado at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex is a bona fide occupational qualification. A resident of the State of Colorado is a person who can provide Colorado driver's license, a valid Colorado state issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. This section is not applicable to any project that receives Federal funds. Enforcement for violation of this section is pursuant to rules and regulations to be promulgated by the Colorado Department of Labor pursuant to §§ 8-17-104, 8-17-105 and 8-17-106, C.R.S.

22. **Conflict of Interest.** The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

STANDARD TITLE VI NON-DISCRIMINATION: APPENDIX A

(Updated October, 2020)

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the United States, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, the Colorado Department of Transportation or U.S. government be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor will so certify to the County, the Colorado Department of Transportation or U.S. government, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the County will impose such contract sanctions as it, the Colorado Department of Transportation or U.S. government may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County, the Colorado Department of Transportation or U.S. government may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that, if the Contractor becomes involved in, or is threatened with litigation with a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

STANDARD TITLE VI NON-DISCRIMINATION: APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

IN WITNESS WHEREOF, the parties have set their hands and seal the day herein first above written.

WEST FORK CONSTRUCTION LLC

SIGNED: *Tim Valdez*

PRINT NAME & TITLE: TIM VALDEZ MEMBER

DATE: 1/22/2025

ATTEST: Elia Crown

TITLE: Teller

Signature of Notary Public Required:

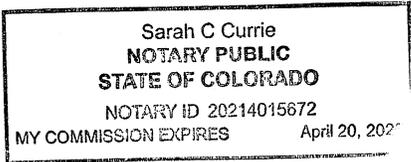
STATE OF Colorado)
COUNTY OF El Paso) ss.

The foregoing instrument was acknowledged before me this 22nd day of January, 2025, by Tim Valdez.

Witness my hand and official seal

Sarah Currie
Notary Public

My commission expires: April 20, 2025



**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

APPROVED AS TO CONTENT:

Chair Date

DOUGLAS J. DEBORD Date
County Manager

ATTEST

Deputy Clerk Date

APPROVED BY DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS:

DocuSigned by:
Janet Herman 1/2/2025
9C085DDDE87480...

JANET HERMAN, P.E. Date
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND Date
Director of Finance

CHRIS PRATT Date
Sr. Assistant County Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned West Fork Construction LLC, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor", and The Gray Casualty & Surety Company, a corporation organized under the laws of the State of Louisiana, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **FOUR HUNDRED THIRTY THOUSAND, SIX HUNDRED SEVENTY-THREE DOLLARS (\$430,673.00)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

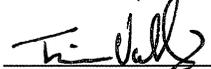
WHEREAS, the above Contractor has on the ___ day of _____, _____, entered into a written contract with the County for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of **HESS ROAD OVER ACCESS ROAD PROJECT BRIDGE DOUHESS-3.35 IMPROVEMENTS DOUGLAS COUNTY PROJECT NUMBER CI 2024-016**, in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the County to the extent of any and all payments in connection with the carrying out of such Contract which the County may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

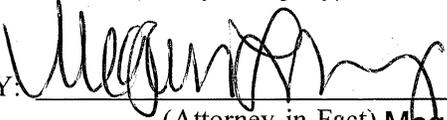
PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 24th day of JANUARY, 2025.

West Fork Construction LLC
(Contractor)

BY: 
(President)

The Gray Casualty & Surety Company
(Surety Company)

BY: 
(Attorney-in-Fact) Megan L. Burns

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSH8100072 **Principal:** West Fork Construction LLC

Project: HESS ROAD OVER ACCESS ROAD PROJECT BRIDGE DOUHESS-3.35 IMPROVEMENTS DOUGLAS COUNTY PROJECT
NUMBER CI 2024-016

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Thomas W. Patton and Megan L. Burns of Denver, Colorado jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Leigh Anne Henican



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned West Fork Construction LLC, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor", and The Gray Casualty & Surety Company, a corporation organized under the laws of the State of Louisiana, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **FOUR HUNDRED THIRTY THOUSAND, SIX HUNDRED SEVENTY-THREE DOLLARS (\$430,673.00)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the ___ day of _____, _____, entered into a written contract with the County for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of **HESS ROAD OVER ACCESS ROAD PROJECT BRIDGE DOUHESS-3.35 IMPROVEMENTS DOUGLAS COUNTY PROJECT NUMBER CI 2024-016**, in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the County all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees that the County sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 24th day of JANUARY, 2025.

**PERFORMANCE BOND
(CONTINUED)**

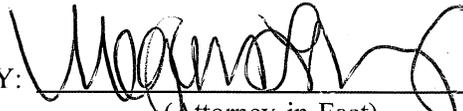
West Fork Construction LLC

(Contractor)

BY: 
(President)

The Gray Casualty & Surety Company

(Surety Company)

BY: 
(Attorney-in-Fact) Megan L. Burns

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSH8100072 **Principal:** West Fork Construction LLC

Project: HESS ROAD OVER ACCESS ROAD PROJECT BRIDGE DOUHES-3.35 IMPROVEMENTS DOUGLAS COUNTY PROJECT
NUMBER CI 2024-016

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Thomas W. Patton and Megan L. Burns of Denver, Colorado jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Leigh Anne Henican





WEST FORK CONSTRUCTION LLC

DATE: 01/24/2025

TO: DOUGLAS COUNTY ATTORNEY'S OFFICE

FROM: WEST FORK CONSTRUCTION, LLC

RE: AUTHORIZING SIGNATURES THE FOLLOWING

THE FOLLOWING NAMED OFFICERS ARE QUTHORIZED TO EXECUTE ANY AND ALL CONTRACTS WITH THE BOARD OF COUNTY COMMISSIONERS FOR DOUGLAS COUNTY:

NAME: TIM VALDEZ

TITLE: MEMBER

NAME: VLAD BOCHAROV

TITLE: MEMBER

THE FOLLWING PERSONNEL ARE AUTHORIZED TO ATTEST THOSE SIGNATURES:

NAME: TIM VALDEZ

TITLE: OWNER

NAME: VLAD BOCHAROV

TITLE: OWNER

NAME: FRANCISCO TIRADO

TITLE: OWNER

WARRANTY

TO: Douglas County, Colorado

FOR: **HESS ROAD OVER ACCESS ROAD PROJECT
BRIDGE DOUHESS-3.35 IMPROVEMENTS
DOUGLAS COUNTY PROJECT NUMBER CI 2024-016**

The undersigned warrants the construction and installation of the above improvements in accordance with and as contemplated by the Project plans and specifications. Should any of the materials prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within **twelve months** after the date on which the Project is finally accepted by the County, the undersigned agrees to reimburse the County, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said Project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated.

The County shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this warranty, the County shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

EXECUTED this 30th day of January, **2025**

CONTRACTOR: West Fork Construction LLC

SIGNED:  _____

PRINTED NAME: Tim Valdez

TITLE: Project Manager

**NOTICE OF INTENT TO AWARD
FOR THIS COMPLETION DATE CONTRACT**

TO: WEST FORK CONSTRUCTION LLC
PROJECT: HESS ROAD OVER ACCESS ROAD PROJECT
BRIDGE DOUHES-3.35 IMPROVEMENTS
DESCRIPTION: DOUGLAS COUNTY PROJECT NUMBER CI 2024-016

The County has considered the Bid submitted by you for the above described work in response to its Bid Opening dated **DECEMBER 17, 2024**.

You are hereby notified that your Bid has been conditionally accepted in the amount of **FOUR HUNDRED THIRTY THOUSAND, SIX HUNDRED SEVENTY-THREE DOLLARS (\$430,673.00)**, subject to approval by the Board of County Commissioners.

You are required by the Notice to Bidders to sign the Contract and furnish the required Contractor's Payment Bond, Performance Bond, Certificates of Insurance, Warranty and all other formal Contract Documents within **ten (10) calendar days from the date of this Notice of Intent to Award**.

If you fail to sign said Contract and to furnish said Bonds, Certificates of Insurance, Warranty and all other formal Contract Documents within **ten (10) days from the date of this Notice**, said County may consider your Bid as abandoned, and as a forfeiture of your Bid Bonds. The County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Intent to Award to the County within three (3) days from the date of receipt of this Notice.

Dated _____

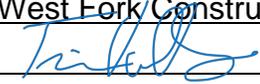
County: Douglas County

By: _____

JANET HERMAN, P.E.

Title: Director of Public Works

ACKNOWLEDGMENT: Receipt of the foregoing Notice of Intent to Award is hereby acknowledged. You are required to acknowledge and return this Notice of Intent to Award within three (3) days of receipt of this Notice:

Contractor: West Fork Construction LLC
By: 
Print Name: Tim Valdez
Title: Project Manager
Date: January 30th, 2025
Telephone: 719-491-4495

**NOTICE TO PROCEED
FOR THIS COMPLETION DATE CONTRACT**

TO: **WEST FORK CONSTRUCTION LLC**

FROM: **DOUGLAS COUNTY GOVERNMENT**

DATE: _____

REGARDING: **HESS ROAD OVER ACCESS ROAD PROJECT
BRIDGE DOUHESS-3.35 IMPROVEMENTS
DOUGLAS COUNTY PROJECT NUMBER CI 2024-016**

You are hereby notified that work associated with this Completion Date Contract will commence on **APRIL 14, 2025**. On that date, you are to start performing your obligations under the Contract between you and Douglas County, Colorado, dated _____. The Contract Time of **90 calendar days** will be used to establish the Completion Date. Therefore, the work shall be completed and ready for final acceptance by the Completion Date, which shall be **JULY 13, 2025**. **You are required to return an acknowledged copy of this Notice to the County within three (3) days of receipt of this Notice.**

County: Board of County Commissioners of Douglas County

By: _____
JANET HERMAN, P.E.

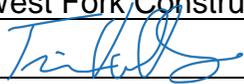
Title: Director of Public Works

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

Contractor: West Fork Construction LLC

By: 

Print Name: Tim Valdez

Title: Project Manager

Date: January 30th, 2025

Telephone: 719-491-4495

COUNTY'S PAYMENT POLICIES

The following policies have been formulated to assure timely and accurate payments by Douglas County Government to its Contractors. Invoices submitted which are not in complete accordance with these policies will be returned (mailed) without payment to the Contractor for completion.

1. Each invoice for progress payment and/or final payment must list the description and location of the work being performed. Contractor's invoice for materials being billed must also be attached.
2. All invoices are to be submitted to Douglas County Department of Public Works, Engineering Division, Philip S. Miller Building, 100 Third Street, Suite 220, Castle Rock, CO 80104, and Attention: **Neil Sarno, Project Engineer.**
3. Invoices must be submitted by the last day of the month to be paid net 30 days. Under no circumstances will a Contractor be paid more than once a month. Errors will be corrected on the next pay cycle.
4. Checks will be mailed monthly. When payment dates occur on Saturday, Sunday or a County holiday, payment will be made on the first working day following such date.

ACKNOWLEDGMENT

I have read the above procedures and understand that any deviation therefrom will cause delays in the payment of those invoices involved.

Contractor: West Fork Construction LLC
Signed by: 
Print Name: Tim Valdez
Title: Project Manager
Date: January 30th, 2025

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Sean P. Owens, P.E., Special Projects Manager

DESCRIPTION: Public Contract for Services with Olsson, Inc. for the Waterton / Eagle River Roundabout Project in the Amount of \$328,992.20, Douglas County Project # CI2025-007.

SUMMARY: Staff is moving forward with designing a roundabout at the Waterton Road and Eagle River Street intersection in Sterling Ranch.

County staff requested proposals from four (4) consultants on the County's 2025 - 2026 Consultant Short List. The proposals received were ranked as follows:

OLSSON, INC.	1 (\$328,992.20)
Alfred Benesch	2 (\$345,269.00)
Basis Partners	3 (\$330,465.00)
<u>Muller Eng</u>	<u>4 (\$390,849.00)</u>
Engineer's Estimate	\$350,000.00

Olsson's proposal was ranked the most responsive by three staff reviewers.

This PCS Contract with Olsson will be for a total of \$328,992.20. Funding for this construction contract is set aside in Fund 230, Business Unit 800267.473100.

RECOMMENDED ACTION: Approval of the Public Contract for Services (PCS) with Olsson, Inc. for the Waterton / Eagle River Roundabout Project in the amount of \$328,992.20, Douglas County Project # CI2025-007.

REVIEW:

Kristina Mann	Approve	1/28/2025
Jeff Garcia	Escalated	2/4/2025
Amy Williams	Approve	2/6/2025
Andrew Copland	Approve	2/6/2025
Doug DeBord	Approve	2/7/2025

ATTACHMENTS:

PCS Contract only_Olsson_Waterton-Eagle River Roundabout_CI2025-007_Jan 2025

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this 11th day of February 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and Olsson, Inc., a Colorado Corporation, authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for the Waterton / Eagle River Roundabout Project, CI 2025-007; and

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Sean P. Owens, PE, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Three Hundred Twenty-Eight Thousand Nine Hundred Ninety-Two Dollars and Twenty Cents (\$328,992.20) for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on February 11, 2025 and terminate at 12:00 a.m. on December 31, 2026. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8a. INDEMNIFICATION-GENERAL: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees. Further, this indemnification

is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

8b. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

12. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to: Sean P Owens, PE
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
(303) 660-7328
with a copy to: E-mail: sowens@douglas.co.us

Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414
E-mail: attorney@douglas.co.us

and by the County to: Olsson & Associates
1525 N Raleigh St, Ste 400
Denver, 80204
Attn: Jessica Burch, PE
Phone: (303) 237-2072
E-mail: Jburch@olsson.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time

designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners. Notwithstanding the foregoing, upon completion of the project, Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Contract in client proposals for the purposes of establishing work experience.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, such as, but not limited to, natural disasters of overwhelming proportions, exceptional adverse weather conditions, acts of God, acts of war, strikes, work stoppages, fire or other catastrophic casualty or action of non-party government authorities.

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

OLSSON, INC.

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

APPROVED AS TO CONTENT:

, CHAIR Date

DOUGLAS J. DEBORD Date
COUNTY MANAGER

ATTEST

Deputy Clerk Date

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

JANET HERMAN, P. E. Date
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND Date
Director of Finance

Chris Pratt Date
Senior Assistant County Attorney

Exhibit A – Scope of Services

Project No. CI 2025-007

Waterton – Eagle River Intersection Roundabout

TASK A – CONCEPTUAL DESIGN ANALYSIS AND PRELIMINARY DESIGN

Task A-1 – Project Administration/Management

Project administration and management efforts will include project initiation, general coordination throughout the life of the project, development and monitoring of the project schedule, weekly status update emails to County staff, the preparation of monthly invoices and progress reports, and project closeout. Progress reports will detail work activities completed over the prior month, upcoming work activities, any out-of-scope work, and status of budget and schedule. Our team will continuously monitor the budget and schedule throughout the life of the project and keep the client apprised of the status monthly, at a minimum. The Olsson project manager will provide weekly updates to the County project manager via email on weeks when no monthly progress meeting is scheduled. These updates will detail work completed during the previous week, upcoming work activities, upcoming milestones, and critical path elements. The Olsson project manager will maintain a log of significant decisions on the project and how they were reached in addition to being responsible for checking that QA/QC processes are followed on the project.

Assumptions/Exclusions

- Project duration assumed to be approximately twelve (12) months – six months of design and six months of construction.
- Public involvement is not anticipated and is excluded. If needed, public involvement could be added to the scope.

Deliverables

- Monthly invoices and accompanying progress reports (assumed 12).
- Weekly project status update emails.

Task A-2 – Project Meetings

Olsson staff will organize and attend meetings to coordinate work and design elements. Olsson staff will schedule meetings and coordinate attendees. Further, Olsson will prepare meeting agendas for distribution prior to meetings as well as meeting minutes after meetings. Meeting agendas will be submitted to the County for review and approval no later than two business days prior to the meeting. Meeting minutes be distributed no later than two business days following the meeting. Meeting minutes will detail the discussions, decisions, and resulting action items from each meeting. For cost effectiveness, all meetings are assumed to be virtual but could be held in person at the Olsson office in Denver or Colorado Springs if desired by the

County. Olsson staff can also be available to attend a public meeting hosted by the County and/or Sterling Ranch.

Notice to Proceed Meeting

Upon receiving notice to proceed from Douglas County, Olsson will schedule a meeting with Douglas County to confirm the scope of work, discuss project schedule, request additional data, and confirm design-related issues and requirements. Prior to the notice to proceed meeting, Olsson will prepare and submit design criteria for the project to the County for review a minimum of two days in advance of the meeting. It is anticipated that at the conclusion of this meeting, the design criteria for the project are solidified.

Monthly Project Meetings

Olsson will schedule project meetings approximately once a month with Douglas County during the design phase to coordinate and discuss project status, project schedule, design decisions, and other coordination topics.

Preliminary Design Review Meeting

At the conclusion of the 30% design review period, Olsson will schedule a Preliminary Design Review meeting to discuss the 30% design as well as comments supplied by the County.

Assumptions/Exclusions

- Meetings are assumed to be virtual.
- A total of five (5) Monthly Project meetings are assumed.
- Public meetings to be led by others.

Deliverables

- Meeting agendas and minutes.

Task A-3 – Design Survey

Olsson understands topographic and boundary survey are being performed by others and that this survey will be available on or before the notice to proceed date. Accordingly, this task is limited to reviewing the survey provided by the County’s surveyor and coordinating additional survey needs (if required) or clarifications.

Assumptions/Exclusions

- Topographic and boundary survey are understood to be performed by others.
- It is assumed the survey will be available in .DWG format.
- Survey control diagram and survey tabulation to be prepared by County’s surveyor.

Deliverables

- None

Task A-4 – Right of Way

It is understood the County’s surveyor will prepare any legal descriptions and exhibits necessary to acquire right of way and easements. Accordingly, this task is limited to preparing linework for the right of way and easements required in order to build the project.

Assumptions/Exclusions

- Legal descriptions and exhibits to be prepared by others.
- No acquisition assistance is included.

Deliverables

- Right of way and easement linework in .DWG format.

Task A-5 – Subsurface Utility Engineering and Utility Plans (Harris Kocher Smith)

All “Subsurface Utility Engineering-Required Projects” (as defined by Colorado Senate Bill 18-167) require that the design engineer meet or exceed Quality Level B attributes of the CI/ASCE 38-22 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (ASCE 38) within the proposed excavation area or document a reasonable rationale by a licensed professional engineer for not doing so. Quality Levels D, C, B and A are defined as:

- Quality Level D (QL-D): Includes records research, review, and visual inspection for existing subsurface utilities within the project limits.
- Quality Level C (QL-C): Includes QL-D efforts, as well as surveying all visible surface utility appurtenances and correlating surveyed evidence with QL-D records within the project limits.
- Quality Level B (QL-B): Includes QL-D and QL-C efforts, as well as surveying information obtained through surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities within the project limits.
- Quality Level A (QL-A): Includes QL-D, QL-C, and QL-B efforts, as well as the precise horizontal and vertical location of subsurface utilities (referenced to the project survey datum), obtained by the actual exposure and subsequent measurement of utilities at specific locations.

For this task, the project approach will begin with submitting an 811 ticket and contacting utility owners for utility records. HKS will then perform a QL-D investigation by reviewing utility records and investigating the site for surface features, 811 marks, and any other indications of utilities. HKS will prepare a QL-D utility plan and provide Olsson with the Quality Level D Utility Plan and .DWG files for the conceptual design analysis, utility conflict identification, and preliminary 30% design based on utility records and QL-D field investigation.

Assumptions/Exclusions

- QL-D mapping will only be performed if it is not provided by County’s surveyor.

Deliverables

- QL-D Utility Plan
- QL-D .DWG Base File

Task A-6 – Roundabout Design

Olsson will begin the roundabout design by reviewing the concept for the intersection provided by Redland as well as preparing a design criteria summary table. Modifications to the design will be suggested based on best practices and criteria described in the National Cooperative Highway Research Program (NCHRP) Research Report 1043. This task includes a field visit to observe and document existing conditions onsite. Concept review findings and the design criteria summary table will be submitted to the County prior to the Notice to Proceed meeting. The following design criteria are anticipated for this project (in descending order):

- Douglas County Roadway Design and Construction Standards (Most Recent)
- National Cooperative Highway Research Program (NCHRP) Research Report 1043
- Colorado Department of Transportation Roadway Design Guide (2023)
- AASHTO Policy on Geometric Design of Highways and Streets (2018)
- AASHTO Roadside Design Guide (2011)

Once concurrence on the design criteria is received, preliminary design will commence to roughly the 30% level. Roundabout design checks will be performed as a part of the 30% design task and the results summarized via exhibits. Right of way and easement needs will be determined during preliminary design to provide the County adequate time for acquisition. Because the right of way and easement needs will be determined at an early design stage, it is anticipated that the amount of take will be on the conservative side to accommodate minor changes as design progresses.

Design will be performed in Autodesk Civil3D. A roll plot will be prepared depicting the 30% design. A construction cost estimate will be prepared to accompany the 30% design roll plot. Quality control reviews will be performed on all documents prior to submission to the County. No specifications are anticipated at the 30% level.

Assumptions/Exclusions

- Alternatives will be depicted on a roll plot – no detailed plan sheets will be required.

Deliverables

- Design Criteria Table
- Preliminary 30% Design Roll Plot
- Roundabout Design Checks Package
- Preliminary 30% Cost Estimate
- Electronic design files (upon request)

Task A-7 – Hydrology and Hydraulics

Drainage design will begin with a field visit to observe and document existing conditions onsite. Next, drainage will review existing drainage reports and plans for the area. The drainage design will follow Douglas County Storm Drainage Design and Technical Criteria Manual. Conceptual drainage design will be shown in plan view via Autodesk Civil 3D and referenced into the roadway roll plots.

Existing and proposed hydrology, using the Rational Method, will be completed for the project. Proposed hydraulics for closed storm will be completed using Mile High Flood Control District (MHFD) MHFD-Inlet and StormCAD.

Assumptions/Exclusions

- Water quality and detention design will not be required.

Deliverables

- Preliminary 30% Drainage Report
- 90% Drainage Report
- 100% Drainage Report

TASK B – FINAL DESIGN

Task B-1 – Subsurface Utility Engineering and Utility Plans (Harris Kocher Smith)

For this task, the project approach includes an iterative field investigation for utility mapping. Initial utility mapping will be based on QL-B designation (if traceable using conventional electromagnetic utility detection equipment) for all “dry utilities” (electric, gas and telecommunications) and water, and QL-C designation for all storm and sanitary sewers (unless QL-B is attainable via optical methods). Utility mapping for all quality levels will include utility type, ownership, size, and material, based on available record information provided by the utility owner and observed utility characteristics. All marked utilities will be surveyed based on project control.

HKS will provide an Existing Utility Plan, sealed by a Colorado registered Professional Engineer, verifying utility quality levels in accordance with ASCE 38-22, and documenting reasonable rationale for not achieving QL-B designation (if necessary). Utility mapping data will also be provided in an electronic format in accordance with County requirements.

After the QL-B SUE investigation is completed, HKS will review the design information and develop a utility conflict matrix. HKS will recommend to the design team where supplemental field investigation is necessary for the project, based on ASCE 38 standards, the proposed project excavation, and engineering judgement. Selection of the appropriate utility imaging method is dependent on multiple project-specific variables, such as, soil composition, utility depth, utility material, sewer flow volumes, etc. The utility conflict matrix will be used to identify test hole locations. After test holes are performed, the Existing Utility Plan will be updated with all collected information. HKS will work with Olsson and the County to assist with utility relocation coordination as needed.

Assumptions/Exclusions

- QL-B mapping will only be performed if it is not provided by County’s surveyor.
- 20 test holes assumed.

Deliverables

- Existing Utility Plan
- QL-B .DWG Base File

Task B-2 – Roundabout Design

Following receipt of County comments on the 30% design submittal, Olsson will begin 90% level design and plan production. Comments supplied by the County on the 30% layout will be incorporated into the design and tracked via a comment response form. Plan sheets will be 11x17 prepared in Autodesk Civil3D. The following sheet list is anticipated for the 90% submittal:

- Title Sheet
- General Notes
- Typical Sections
- Survey Control and Tabulation (by others)
- Geometric Control Layout
- Summary of Approximate Quantities
- Removal Plans
- Roadway Plan and Profile
- Flowline Plan and Profile
- Roadway Details
- Concrete Jointing Plans
- Stormwater Drainage Plan and Profile
- Grading, Erosion, and Sediment Control Plans
- Subsurface Utility Engineering Plans (by subconsultant)
- Construction Phasing Plans
- Signage and Striping Plans and Details
- RRFB Plans
- Cross Sections (25-foot interval)

In addition to the plans, a 90% level specifications package, cost estimate, and GESC report will be prepared. Quality control reviews will be performed on all documents prior to submission to the County. Comments supplied by the County on the 90% documents will be incorporated and tracked via a comment response form. Additional detail will be added to the design and plans resulting in a complete, construction ready document package. The following additional sheets are anticipated with the 100% submittal:

- Removal Tabulation
- Roadway Tabulation
- Drainage Tabulation
- Construction Traffic Control Tabulation
- Construction Traffic Control Plans
- Signage and Striping Tabulation

Quality control reviews will be performed on all documents prior to submission to the County. The 100% documents will be signed and sealed by a Colorado licensed Professional Engineer.

Assumptions/Exclusions

- Landscape and irrigation design will be performed by others. If needed, landscape and irrigation design could be added to the scope.
- Retaining wall design is not anticipated and is excluded. If needed, retaining wall design could be added to the scope and performed by Olsson.
- Utility relocations are not anticipated and are excluded. If needed, utility relocation design could be added to the scope and performed by Olsson.
- Comments supplied on the 90% submittal will not result in substantial changes to the roundabout design layout.

Deliverables

- 90% Plans
- 90% Specifications
- 90% Cost Estimate
- 90% GESC Report
- 100% Plans
- 100% Specifications
- 100% Cost Estimate
- 100% GESC Report
- Electronic design files

Task B-3 – Geotechnical Engineering and Pavement Design

Olsson understands geotechnical evaluation and pavement design will be performed by others. Olsson will assist the County in determining boring locations as well as incorporating geotechnical information into the plans.

Assumptions/Exclusions

- Geotechnical investigation and evaluation to be performed by others.
- Full geotechnical report will be made available to Olsson.

Deliverables

- None

Task B-4 – Environmental Clearance

No environmental clearances are anticipated to be needed on this project. If they become required, these services could be added to the scope.

Assumptions/Exclusions

- No environmental clearances will be required.

Deliverables

- None

Task B-5 – Structural Engineering

No structural engineering services are anticipated to be needed on this project. If they become required, these services could be added to the scope.

Assumptions/Exclusions

- No structural engineering services will be required.

Deliverables

- None

Task B-6 – Bidding and Construction Assistance

Olsson will provide assistance during bidding and construction in the form of answering contractor questions, responding to RFIs, and reviewing material. The following quantities have been assumed for bidding and construction assistance:

- Five (5) contractor questions at 1 HR / each.
- Ten (10) RFIs at 3 HR / each.
- Ten (10) submittals at 2 HR / each.
- Three (3) site visits at 3 HR / each.

Assumptions/Exclusions

- Bidding and construction assistance quantities roughly as described above.
- Attendance at regular construction meetings will not be required.
- Material testing will be performed by others. If needed, material testing could be added to the scope.

Deliverables

- None

Task B-7 – Lighting Design

Olsson will design intersection street lighting at Waterton Road with Eagle River Street. Design will align with CDOT standards and specifications. Standard street lighting practice outlined by CDOT will be followed for new lighting in the designated project area. Lighting design will be coordinated with Douglas County staff to ensure we are using the latest design criteria, including roadway and area classification, pole mounting height, and luminaire output while also conforming to applicable standard details, specifications, and/or materials as applicable. A photometric analysis considering illuminance will be prepared and submitted to Douglas County staff to ensure compliance with standards are met. Proposed power source locations will be reviewed with power provider and coordinated to ensure power feed can be provided. Voltage drop and circuitry will be reviewed to determine optimum placement of control equipment for current and potential future build of the public street system. All necessary information required will be included on plans, including but not limited to lighting general notes, plan sheets, quantification sheets, and detail sheets, as required.

Assumptions/Exclusions

- Continuous Lighting for the Waterton Road corridor or Eagle River Street is excluded.
- Traffic studies are excluded.
- Right-of-way and easement descriptions, exhibits, or plans will be handled by others.
- Construction administration, testing, inspection, or observation is excluded.
- Any services not specifically detailed in the scope.

Deliverables

- 90% Lighting Plans
- 100% Lighting Plans

Task B-8 – Additional Services

This task covers as-needed additional design services as directed by the County. Olsson will not initiate work under this task unless directed by the County in writing.

Assumptions/Exclusions

- None

Deliverables

- TBD

Exhibit B - Fee Estimate
Project No. CI 2025-007
Waterton – Eagle River Intersection Roundabout



Task Description	Project Manager	Lead Engineer	Senior Engineer	Project Engineer	Associate Engineer	Assistant Engineer	Administrative Coordinator	Total
A-1 - Project Administration/Management								
Project Administration/Management	24	0	0	16	0	0	12	\$ 3,335.48
Subtotal	24	0	0	16	0	0	12	\$ 3,335.48
A-2 - Project Meetings								
Notice to Proceed Meeting	2	2		2	2			\$ 560.00
Monthly Project Meetings (Assume 5)	8			5	5			\$ 1,226.45
Preliminary Design Review Meeting	2	2		2	2			\$ 560.00
Subtotal	12	4	0	9	9	0	0	\$ 2,346.45
A-3 - Design Survey								
Review Design Survey		4		4				\$ 593.55
Subtotal	0	4	0	4	0	0	0	\$ 593.55
A-4 - Right of Way								
Right of Way Identification		2		6		8		\$ 908.39
Subtotal	0	2	0	6	0	8	0	\$ 908.39
A-5 - Subsurface Utility Engineering and Utility Plans								
See Below								\$ -
Subtotal	0	0	0	0	0	0	0	\$ -
A-6 - Roundabout Design								
Design Criteria Development, Review Concept		4		2	16			\$ 1,259.35
30% Design & Roll Plot	4	16		14	92	92		\$ 11,209.03
Subtotal	4	20	0	16	108	92	0	\$ 12,468.39
A-7 - Hydrology and Hydraulics								
Field Visit			2			4		\$ 328.39
Review Existing Plans and Reports			2			4		\$ 328.39
Existing Hydrology			4			16		\$ 1,010.32
Proposed Hydrology			4			16		\$ 1,010.32
Proposed Hydraulics			4			16		\$ 1,010.32
Phase I Drainage Report			8			60		\$ 3,258.06
Subtotal	0	0	24	0	0	116	0	\$ 6,945.81
B-1 - Subsurface Utility Engineering and Utility Plans								
See Below								\$ -
Subtotal	0	0	0	0	0	0	0	\$ -
B-2 - Roundabout Design								
90% Design, Plans, Specs, Estimate	12	20	24	42	220	362	0	\$ 34,116.77
100% Design, Plans, Specs, Estimate	8	12	12	26	92	172	0	\$ 16,420.65
Subtotal	20	32	36	68	312	534	0	\$ 50,537.42
B-3 - Geotechnical Engineering & Pavement Design								
Coordination & Boring Identification		2		4		2		\$ 514.19
Subtotal	0	2	0	4	0	2	0	\$ 514.19
B-4 - Environmental Clearance								
NO WORK ANTICIPATED								\$ -
Subtotal	0	0	0	0	0	0	0	\$ -
B-5 - Structural Engineering								
NO WORK ANTICIPATED								\$ -
Subtotal	0	0	0	0	0	0	0	\$ -
B-6 - Bidding and Construction Assistance								
Bidding & Construction Support				29	27	8		\$ 3,565.81
Subtotal	0	0	0	29	27	8	0	\$ 3,565.81
B-7 - Lighting Design								
90% Design & Plans		2		8		24		\$ 1,744.52
100% Design & Plans		1		8		16		\$ 1,307.10
Subtotal	0	3	0	16	0	40	0	\$ 3,051.61
B-8 - Additional Services								
Additional Services				40		40	72	\$ 6,369.03
Subtotal	0	0	0	40	0	40	72	\$ 6,369.03
TOTAL HOURS	60	67	60	208	456	840	84	\$ 90,636.13
Labor Rate	\$ 81.94	\$ 83.87	\$ 75.81	\$ 64.52	\$ 49.68	\$ 44.19	\$ 28.06	
Direct Labor	\$ 4,916.13	\$ 5,619.35	\$ 4,548.39	\$ 13,419.35	\$ 22,652.90	\$ 37,122.58	\$ 2,357.42	
Total Direct Labor								\$ 90,636.13
Overhead							185.69%	\$ 168,302.23
Fixed Fee (10%, Subject to Negotiation)								\$ 25,893.84
Expenses								
Mileage						300 miles @ \$0.70/mi.		\$ 210.00
Subconsultants								
Harris Kocher Smith (Subsurface Utility Engineering)								\$ 43,950.00
Vendors								
N/A								\$ -
TOTAL FEE								\$ 328,992.20

Labor rates provided are averages by labor category - costs billed will be actual labor costs.

Exhibit C
INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least three (3) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but

not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Megan Datwyler, Risk Manager

Date

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Keith Burke, Engineering Inspector IV

DESCRIPTION: Construction Contract for the 2025 Asphalt Overlay Project to Brannan Sand and Gravel, in the Amount of \$11,011,969.30. Douglas County Project Number CI 2025-003.

SUMMARY: This contract is associated with Douglas County's annual Contract Maintenance program. This project consists of the placement of hot-mix asphalt overlays at various locations throughout Douglas County. Bid items include removal of asphalt mat, hot mix asphalt paving, adjustment of manholes and water valve boxes, replacement of pavement markings, and erosion control.

Bids were accepted on Tuesday, December 10, 2024, at 1:30 p.m. Five (5) bids were accepted and read. The apparent low bidder for this project was Brannan Sand and Gravel at \$11,011,969.30. They are verified as a CDOT-approved vendor and in good standing with SOS. The Contract will be awarded to Brannan Sand and Gravel for the bid amount of \$11,011,969.30.

Brannan Sand and Gravel have been reviewed and determined to be in compliance with Douglas County's contract requirements. Bid results are as follows:

Contractor Name	Bid Amount
Brannan Sand & Gravel	\$11,011,969.30
Martin Marietta Materials	\$ 11,484,094.62
Schmidt Construction	\$ 12,529,753.60
Asphalt Specialties	\$ 13,653,929.20
APC Construction	\$ 15,529,007.26
Engineer's Estimate	\$ 12,634,460.95
Average of Five (5) Bidders	\$ 12,841,750.80

Funding for this project will come from the following Business Units:

- **Fund 100, BU 19150 for \$65,000** (Justice Center Parking Lot Maintenance).
 - **Fund 240, BU 33215 for \$56,000** (Highlands Ranch Sub-Station Public Parking Lot Asphalt Repairs).
 - **Fund 330, BU 33190 total of \$125,000 as listed below:**
 - (Phillip S. Miller Building) for **\$80,000** (Miller Building North Parking Lot Mill & Overlay).
 - (Wilcox Building) for **\$20,000** (Wilcox Bldg. North Parking Lot Mill & Overlay).
 - (PW/Ops) for a total of **\$25,000** (Northwest Parking Lot Asphalt Maintenance)
 - **Fund 200, BU 800100** (Contracted Maintenance Projects) in the amount of **\$10,765,969.30** for specific projects within the 2025 Asphalt Overlay Program that include Highlands Ranch, Ponderosa Hills, Cresthill Lane, Bell Cross Neighborhood, Lincoln Creek Neighborhood, Venneford Ranch Road (between University Blvd. & Colorado Blvd.), Chambers Road (between Lincoln Ave. and E-470), Charter Oaks Neighborhood, Bayou Hills Neighborhood, Irish Pat Murphy Drive (between Thunder Hill Rd. and S. Pinery Pkwy), Gillian and Steele, and East Palmer Divide Ave. (from Furrow Rd. to Hwy 83).
- For a total contract amount of \$11,011,969.30** per the Construction Contract.

RECOMMENDED ACTION:

Staff recommends approval of a Construction Contract for the 2025 Asphalt Overlay Project to Brannan Sand and Gravel, in the amount of \$11,011,969.30. Douglas County Project Number CI 2025-003.

REVIEW:

Kristina Mann	Approve	2/3/2025
Jeff Garcia	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025
Doug DeBord	Approve	2/5/2025

ATTACHMENTS:

Signed by Janet H - Construction Contract- Brannan Sand and Gravel Co - 2025 ASPHALT OVERLAY - Keith Bur

AGREEMENT

Project Name: **2025 ASPHALT OVERLAY PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2025-003**

1. **Parties.** This Agreement is made and entered into this _____ day of _____, **2025**, between the Board of County Commissioners of the County of Douglas, State of Colorado (hereinafter "County") and **BRANNAN SAND & GRAVEL COMPANY**, (hereinafter "Contractor").

2. **Contract Documents.** The entire contract between the Parties shall consist of and include:

- A. This Contract, which includes the Cover Page and Table of Contents;
- B. Standard Specifications for Road and Bridge Construction, **dated 2023** adopted by the Colorado Department of Transportation;
- C. CDOT Standard Plans-M&S Standards, as current at time of Bid;
- D. Douglas County Roadway Design and Construction Standards, as current at time of Bid;
- E. The Invitation to Bid;
- F. Notice to Bidders;
- G. Douglas County's Standard Special Provisions (SSPs), Project Special Provisions (PSPs) and Project Addenda;
- H. Plans and Drawings;
- I. Proposal Form and Bid Bond Form;
- J. Payment and Performance Bonds;
- K. Notice of Intent to Award;
- L. Notice to Proceed;
- M. Change Orders;
- N. Non-Collusion Affidavit;
- O. Warranty;
- P. County's Payment Policies;
- Q. Bid Proposal and Schedule;
- R. Insurance Certificates; and
- S. Appendix and other attachments.

3. Except as otherwise provided in this Contract, the Project shall be constructed in accordance with the CDOT Standard Specifications for Road and Bridge Construction, **dated 2023**.

4. **Scope of Work.** Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: **This project consists of placement of hot mix asphalt overlays at various locations throughout Douglas County. Bid items include removal of asphalt mat, hot mix asphalt paving, adjustment of manholes and water valve boxes, replacement of pavement markings, and erosion control.** The Contractor shall furnish all of the necessary supervision, materials, tools and supplies and perform all of the labor and other services necessary to complete this Contract.

5. **Contract Time.** This is a **Completion Date Contract**. The **Contract Time of 90 calendar days will be used to determine the Completion Date, once the Notice to Proceed is established.** The work shall be completed and ready for Final Acceptance by the Completion Date determined in the Notice to Proceed. The Contractor agrees that time is of the essence and agrees to proceed with due diligence, taking all precautions, and making all necessary arrangements to insure the completion of the work within the prescribed time period.

6. **Compensation.** As consideration for the completion of the Project as required by the Contract Documents, the County shall pay the Contractor the sum of **ELEVEN MILLION, ELEVEN THOUSAND, NINE HUNDRED SIXTY-NINE DOLLARS AND THIRTY CENTS (\$11,011,969.30)**, which amount shall be payable pursuant to the Contract Documents.

7. **Amount of Money Appropriated.** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **ELEVEN MILLION, ELEVEN THOUSAND, NINE HUNDRED SIXTY-NINE DOLLARS AND THIRTY CENTS (\$11,011,969.30)**, for fiscal year **2025**. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

8. **Change Orders.** No change order, or other form of order or directive of the County requiring additional compensable work to be performed, which work is in excess of that specified in Paragraph 7 above, shall be issued unless the Contractor is given written assurance by the County that lawful appropriations to cover the costs of the additional work will be or have been made.

9. **Taxes.** The Contractor shall apply to the State Revenue Department for an exemption certificate in order to exempt it from having to pay sales and use tax.

10. **Bonds.** The Contractor shall secure and maintain, at the Contractor's expense, Payment and Performance Bonds as required by statute executed by a corporate surety licensed to do business in the State of Colorado. Such bonds shall be in the full amount of the contract price and shall be filed with the County prior to the commencement of any work on the Project.

11. **Indemnification and Insurance.** Contractor agrees to:

- A. Indemnification. To the fullest extent permitted by law, the Contractor and each of its subcontractors shall indemnify and hold harmless the County, its officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with Contractor's services on behalf of the County pursuant to this Contract, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence, or other fault of Contractor, any subcontractor, any officer, employee, representative or agent of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable; provided, however, that except for workers' compensation, disability benefits or other similar employee benefit claims, Contractor is not obligated to indemnify the County hereunder for that portion of any

claims, damages, losses, demands, and expenses arising out of or resulting from any negligent act or omission of the County, or its agents and employees. Contractor's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. With respect to any and all claims against the County, or any of its officers, employees, or agents by any employee of Contractor, any of its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. Further, this indemnification is intended to comply with and be subject to § 13-50.5-102(8), C.R.S., as amended from time to time.

- B. Procure and maintain commercial general liability insurance including completed operations, contractual liability, products liability and automobile liability, affording coverage for all claims for bodily injury including death and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor, by subcontractors under it or anyone directly or indirectly employed by the Contractor or by subcontractor under it. Required coverage is outlined in **Revision of Section 107 of the Standard Special Provisions and made a part of this Contract.**
- C. Obtain and maintain during the term of this Contract worker's compensation insurance as required by law. This insurance shall cover all of its employees employed under the terms of this Contract. If any of the work on the Project is sublet, the Contractor shall require each of its subcontractors to provide similar coverage for all of the subcontractor's employees to be engaged in such work.
- D. Contractor is an independent contractor under this Contract. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times employees of the Contractor for all purposes. Contractor is required to maintain workers' compensation insurance for such employees as set forth in paragraph 11.C herein. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACTUAL RELATIONSHIP.**

12. **No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

13. **Assignment.** The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written approval of the Project Engineer. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the County, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

14. **Subletting of Contract.** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, or its right, title or interest therein, without the written consent of the County. The Contractor may utilize the services of specialty contractors on those parts of the Project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall be fully responsible to the County for the acts and omissions of the subcontractors and of persons directly employed by them, as it is for the acts and omissions of persons directly employed by it. The Contractor shall provide appropriate provisions to be inserted on all subcontracts relative to the Project to bind the subcontractors to the Contractor by the terms of the Contract Documents to give the Contractor the same power in regard to termination of any subcontractor that the County may exercise over the Contractor under any provision of the Contract Documents.

15. **Non-Discrimination and Federal Assurances in Connection with Performance of Work.** The Contractor agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, age, color, national origin, or ancestry and further agrees to insert the foregoing provision in all subcontracts hereunder. Further, Contractor agrees to comply with the Standard Title VI Non-Discrimination Appendices A and E attached hereto and incorporated herein, and the foregoing shall be a provision in all subcontracts hereunder.

16. **Cancellation of Contract.** Failure of the Contractor to comply with any of the requirements of this Contract may be considered by the County as evidence of the inability on the part of the Contractor to maintain the quality and service standards necessary under this Contract and shall be sufficient cause for termination of the Contract and the County initiating legal action against the Performance Bond of the Contractor.

17. **Patented Devices, Materials and Processes.** If a Contractor is required or desires to use any design, device, invention, product, material or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or copyright owner and the County and shall pay all license fees and royalties and assume all costs incident to such use and construction of the Project or incorporation in the Project. The Contractor agrees to defend, indemnify and save harmless the County from any and all claims for infringement by reason of the use of such patented design, device, invention, project, material, or process or any trademark or copyright in connection with the construction of the Project pursuant to the Contract Documents and shall defend and indemnify the County for any costs, expense, and damages, including attorney's fees, which the County may be obliged to pay for any such infringement at any time such claim is made or prosecuted, including, but not limited to, after the completion of the Project. If the County determines, in the reasonable exercise of its discretion, that a joint defense for the County and the Contractor creates a conflict of interest, the County shall be permitted to select its own counsel, and the Contractor shall pay all reasonable attorneys' fees, expenses (including expert fees and expenses), and costs of the County's defense. The County may, if it so desires, withhold any payment due the Contractor so long as it shall be reasonably necessary to indemnify the County on account of such injuries or damage.

18. **Compliance with Safety and Health.** Contractor agrees, in the performance of this Contract, to comply with all safety orders, rules and regulations imposed pursuant to the Colorado Occupational Safety and Health Program, commonly referred to as COSHA, and/or all other safety orders and regulations properly imposed by any other regulatory governmental agency of the State of Colorado or of the United States.

19. **Permits and Licenses.** Unless otherwise provided, the Contractor shall procure all permits and licenses and pay all charges and fees including, but not limited to, all inspection charges of agencies having appropriate jurisdiction, give all notices necessary and incidental to the due and lawful construction of the Project. County may assist Contractor, when necessary, in obtaining such permits and licenses.

20. **Venue.** Any and all legal actions pertaining or related to this Contract shall be filed and tried in the District Court in and for the County of Douglas, State of Colorado.

21. **Colorado Labor Preference.** The provisions of §§ 8-17-101 through 8-17-107, C.R.S., are applicable to this Contract. Colorado labor must be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on the Project. The 80% requirement for Colorado labor shall be waived by the County if there is reasonable evidence to demonstrate insufficient Colorado labor to perform the work of the Project and if compliance with this requirement would create an undue burden that would substantially prevent the Project from proceeding to completion. Colorado labor means any person who is a resident of the State of Colorado at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex is a bona fide occupational qualification. A resident of the State of Colorado is a person who can provide Colorado driver's license, a valid Colorado state issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. This section is not applicable to any project that receives Federal funds. Enforcement for violation of this section is pursuant to rules and regulations to be promulgated by the Colorado Department of Labor pursuant to §§ 8-17-104, 8-17-105 and 8-17-106, C.R.S.

22. **Conflict of Interest.** The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

STANDARD TITLE VI NON-DISCRIMINATION: APPENDIX A

(Updated October, 2020)

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the United States, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, the Colorado Department of Transportation or U.S. government be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor will so certify to the County, the Colorado Department of Transportation or U.S. government, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the County will impose such contract sanctions as it, the Colorado Department of Transportation or U.S. government may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract. or procurement as the County, the Colorado Department of Transportation or U.S. government may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that, if the Contractor becomes involved in, or is threatened with litigation with a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

STANDARD TITLE VI NON-DISCRIMINATION: APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

APPROVED AS TO CONTENT:

Chair Date

DOUGLAS J. DEBORD Date
County Manager

ATTEST

Deputy Clerk Date

APPROVED BY DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS:

DocuSigned by:
Janet Herman 1/22/2025

JANET HERMAN, P.E. Date
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND Date
Director of Finance

CHRIS PRATT Date
Sr. Assistant County Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized under the laws of the State of _____, hereinafter referred to as the "Contractor", and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **ELEVEN MILLION, ELEVEN THOUSAND, NINE HUNDRED SIXTY-NINE DOLLARS AND THIRTY CENTS (\$11,011,969.30)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has on the ____ day of _____, _____, entered into a written contract with the County for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of **2025 ASPHALT OVERLAY PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2025-003**, in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the County to the extent of any and all payments in connection with the carrying out of such Contract which the County may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

(Contractor)

BY: _____
(President)

(Surety Company)

BY: _____
(Attorney-in-Fact)

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor", and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **ELEVEN MILLION, ELEVEN THOUSAND, NINE HUNDRED SIXTY-NINE DOLLARS AND THIRTY CENTS (\$11,011,969.30)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the ____ day of _____, _____, entered into a written contract with the County for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of **2025 ASPHALT OVERLAY PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2025-003** in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the County all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees that the County sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

**PERFORMANCE BOND
(CONTINUED)**

(Contractor)

BY: _____
(President)

(Surety Company)

BY: _____
(Attorney-in-Fact)

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

WARRANTY

TO: Douglas County, Colorado

FOR: **2025 ASPHALT OVERLAY PROJECT**
DOUGLAS COUNTY PROJECT NUMBER CI 2025-003

The undersigned warrants the construction and installation of the above improvements in accordance with and as contemplated by the Project plans and specifications. Should any of the materials prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within **twelve months** after the date on which the Project is finally accepted by the County, the undersigned agrees to reimburse the County, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said Project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated.

The County shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this warranty, the County shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

EXECUTED this _____ day of _____, **2025**

CONTRACTOR: _____

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

**NOTICE OF INTENT TO AWARD
FOR THIS COMPLETION DATE CONTRACT**

TO: BRANNAN SAND & GRAVEL COMPANY

PROJECT: 2025 ASPHALT OVERLAY PROJECT
DESCRIPTION: DOUGLAS COUNTY PROJECT NUMBER CI 2025-003

The County has considered the Bid submitted by you for the above described work in response to its Bid Opening dated **DECEMBER 10, 2024.**

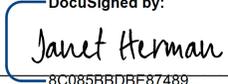
You are hereby notified that your Bid has been conditionally accepted in the amount of **ELEVEN MILLION, ELEVEN THOUSAND, NINE HUNDRED SIXTY-NINE DOLLARS AND THIRTY CENTS (\$11,011,969.30),** subject to approval by the Board of County Commissioners.

You are required by the Notice to Bidders to sign the Contract and furnish the required Contractor's Payment Bond, Performance Bond, Certificates of Insurance, Warranty and all other formal Contract Documents within **ten (10) calendar days from the date of this Notice of Intent to Award.**

If you fail to sign said Contract and to furnish said Bonds, Certificates of Insurance, Warranty and all other formal Contract Documents within **ten (10) days from the date of this Notice,** said County may consider your Bid as abandoned, and as a forfeiture of your Bid Bonds. The County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Intent to Award to the County within three (3) days from the date of receipt of this Notice.

Dated 1/22/2025

County: Douglas County
By: 
JANET HERMAN, P.E.
Title: Director of Public Works

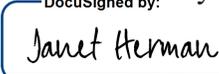
ACKNOWLEDGMENT: Receipt of the foregoing Notice of Intent to Award is hereby acknowledged. You are required to acknowledge and return this Notice of Intent to Award within three (3) days of receipt of this Notice:

Contractor: _____
By: _____
Print Name: _____
Title: _____
Date: _____
Telephone: _____

**NOTICE TO PROCEED
FOR THIS COMPLETION DATE CONTRACT**

TO: **BRANNAN SAND & GRAVEL COMPANY**
FROM: **DOUGLAS COUNTY GOVERNMENT**
DATE: _____
REGARDING: **2025 ASPHALT OVERLAY PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2025-003**

You are hereby notified that work associated with this Completion Date Contract will commence on **JULY 7, 2025**. On that date, you are to start performing your obligations under the Contract between you and Douglas County, Colorado, dated _____. The Contract Time of **90 calendar days** will be used to establish the Completion Date. Therefore, the work shall be completed and ready for final acceptance by the Completion Date, which shall be **OCTOBER 5, 2025**. **You are required to return an acknowledged copy of this Notice to the County within three (3) days of receipt of this Notice.**

County: Board of County Commissioners of Douglas County
By: 
Title: JANET HERMAN, P.E.
Director of Public Works
Date: 1/22/2025

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

Contractor: _____
By: _____
Print Name: _____
Title: _____
Date: _____
Telephone: _____

COUNTY'S PAYMENT POLICIES

The following policies have been formulated to assure timely and accurate payments by Douglas County Government to its Contractors. Invoices submitted which are not in complete accordance with these policies will be returned (mailed) without payment to the Contractor for completion.

1. Each invoice for progress payment and/or final payment must list the description and location of the work being performed. Contractor's invoice for materials being billed must also be attached.
2. All invoices are to be submitted to Douglas County Department of Public Works, Engineering Division, Philip S. Miller Building, 100 Third Street, Suite 220, Castle Rock, CO 80104, and Attention: **Keith Burke, Project Manager.**
3. Invoices must be submitted by the last day of the month to be paid net 30 days. Under no circumstances will a Contractor be paid more than once a month. Errors will be corrected on the next pay cycle.
4. Checks will be mailed monthly. When payment dates occur on Saturday, Sunday or a County holiday, payment will be made on the first working day following such date.

ACKNOWLEDGMENT

I have read the above procedures and understand that any deviation therefrom will cause delays in the payment of those invoices involved.

Contractor: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Keith Burke, Engineering Inspector IV

DESCRIPTION: Public Contract for Services for the 2025 On-Call Landscape Services Contract to RG Landscaping Services, LLC in the amount of \$100,000.00, Douglas County Project Number CI 2025-006.

SUMMARY: This Public Contract for Services (PCS) consists of landscaping and property restoration services at various locations throughout Douglas County that are associated with the 2025 Contracted Maintenance projects, primarily for the projects associated with the 2025 Sidewalk Repair and Curb Ramp Retrofit Project. RG Landscaping Services has been selected for the 2025 On-Call Landscaping Services Contract. This selection process included requesting proposals from five (5) qualified contractors on November 12, 2024. Staff received only one proposal on December 13, 2024. Staff evaluated and ranked the proposals on December 13, 2024, and the final rankings of the proposals and interviews were as follows:

<u>RANK</u>	<u>CONTRACTOR</u>
1	RG Landscaping Services, LLC
N/A	Hall Contracting, LLC
N/A	Kentscapes Landscape
N/A	RMPS Landscaping of Castle Rock
N/A	Flemings Tree Care

RG Landscaping was selected for the 2025 On-Call Landscaping Services Contract, for an amount not to exceed \$100,000. The contract end date will be January 1, 2026.

Funding for this project will come from Business Unit 800100, Fund 200, for an amount not to exceed \$100,000.00.

RECOMMENDED ACTION:

Staff recommends approval of a Public Contract for Services for the 2025 On-Call Landscape Services Contract to RG Landscaping Services, LLC in the amount of \$100,000.00, Douglas County Project Number CI 2025-006.

REVIEW:

Kristina Mann	Approve	1/22/2025
Jeff Garcia	Escalated	1/29/2025
Amy Williams	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025
Doug DeBord	Approve	2/5/2025

ATTACHMENTS:

PCS Contract Only - RG Landscaping - 2025 On-Call Landscaping Svcs - Keith Burke CI2025-006

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **RG LANDSCAPING SERVICES, LLC**, a **CORPORATION** authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for **CI 2025-006, 2025 ON-CALL LANDSCAPE AND PROPERTY RESTORATION SERVICES FOR CONTRACT MAINTENANCE PROJECTS**; and

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Daniel R. Roberts, P.E., (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on February 12, 2025 and terminate at 12:00 a.m. on January 1, 2026. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions, or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8a. INDEMNIFICATION-GENERAL: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees. Further, this indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

8b. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

12. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the

right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to: Daniel R. Roberts, P.E.
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
(303) 660-7490
E-mail: drroberts@douglas.co.us

with a copy to:

Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414
E-mail: attorney@douglas.co.us

and by the County to: RG Landscaping Services, LLC
7771 Shoshone St.
Denver, CO 80221
Attn: Ramon Gutierrez
Phone: (720) 621-8603
E-mail: rgls@live.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners. Notwithstanding the foregoing, upon completion of the project, Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Contract in client proposals for the purposes of establishing work experience.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements

- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, such as, but not limited to, natural disasters of overwhelming proportions, exceptional adverse weather conditions, acts of God, acts of war, strikes, work stoppages, fire or other catastrophic casualty or action of non-party government authorities.

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

RG LANDSCAPING SERVICES, LLC

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

)

ss.

COUNTY OF _____)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

APPROVED AS TO CONTENT:

ABE LAYDON , CHAIR Date

DOUGLAS J. DEBORD Date
COUNTY MANAGER

ATTEST

Deputy Clerk Date

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

JANET HERMAN, P. E. Date
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND **Date**
Director of Finance

Chris Pratt **Date**
Sr. Asst. County Attorney

EXHIBIT A
SCOPE OF SERVICES
2025 ON-CALL LANDSCAPING SERVICES
CI2025-006

Scope of Services

To provide ON-CALL LANDSCAPING SERVICES at multiple locations throughout Douglas County. ON-CALL LANDSCAPING SERVICES may consist of but are not limited to; clearing, tree and shrub trimming/ pruning, tree removal, shrub removal, irrigation repairs, landscape restoration, roadside drainage repairs/restoration, and other work as needed. All materials, debris, litter, etc. become property of the contractor and shall be disposed of properly. The list of locations will be provided to the contractor once they have been determined by Douglas County. Estimates for those locations will be submitted by the contractor and then be prioritized by staff and assigned to the contractor for the services to be performed.

Pricing will be based off the **Exhibit "B"** items as follows:

1. **MOBILIZATION, M-F, 7AM-5PM** will be paid as "EACH" unit, that is per location. If more than one trip is required, only one mobilization fee shall be invoiced per location.
2. **MOBILIZATION, M-S, 5PM-7AM** will be paid as "EACH" unit, that is per location. If more than one trip is required, only one mobilization fee shall be invoiced per location.
3. **LANDSCAPE RESTORATION, LABOR**, this will be paid as "MAN-HOUR" unit, which may consist of but is not limited to the labor for trimming / pruning a variety of trees and shrubs, irrigation repairs, roadside drainage repairs and restoration, located within the work area. This includes haul and proper disposal of materials .
4. **LANDSCAPE RESTORATION, EQUIPMENT**, this will be paid as "HOUR" unit, which may consist of but is not limited to the equipment usage, such as skidster, trencher, backhoe, mini excavator, etc. for trimming / pruning a variety of trees and shrubs, irrigation repairs, roadside drainage repairs/ restoration, located within the work area.
5. **MAILBOX REPLACEMENT**, this will be paid as "EACH" unit, this will be full compensation for removal and replacement of the mailbox itself to include the labor, use of equipment, and materials needed to restore a mailbox back to original or better condition.
6. **F/A MINOR CONTRACT REVISIONS**, this will be paid as "F/A" unit, which will be used for general contract conditions, services or other materials requested by Douglas County.

Locations have not been pre-determined and may be changed, added and/or deleted, at any time at the discretion of the Douglas County project manager to best fit the needs of Douglas County and the available budget constraints.

EXHIBIT B

ESTIMATED FEES

2025 ON-CALL LANDSCAPING SERVICES

CI 2025-006

ESTIMATED FEES PROVIDED IN THE TABLE BELOW

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1	MOBILIZATION (M-F)(7am-5pm)	20	EA	\$800.00	\$16,000.00
2	MOBILIZATION (M-SUN)(5pm-7am)	2	EA	\$800.00	\$1,600.00
3	LANDSCAPE RESTORATION (LABOR)	200	M/HR	\$150.00	\$30,000.00
4	LANDSCAPE RESTORATION (EQUIP)	41	HR	\$250.00	\$10,250.00
5	MAILBOX REPLACEMENT	10	EA	\$715.00	\$7,150.00
6	F/A MINOR CONTRACT REVISIONS	1	F/A	\$35,000.00	\$35,000.00
				TOTAL	\$100,000.00

These services have an anticipated contract time totaling 10 months for completion. Fees submitted shall remain fixed throughout the duration of the Consultant Contract/Agreement which may be extended. **ALL ITEMS AND QUANTITIES LISTED IN EXHIBIT "B" ESTIMATED FEES, ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE WITH THE ACTUAL WORK COMPLETED IN EACH LOCATION.**

Exhibit C
INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least three (3) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but

not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Megan Datwyler, Risk Manager

Date

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Brian Schultz, CPII, Engineering Construction Manager

DESCRIPTION: Award of a Public Contract for Services for the 2025 Materials Testing Services Project, Douglas County Project No. CI2025-004, to Ground Engineering Consultants Inc. for an Amount not to Exceed \$250,000.00.

SUMMARY: This Professional Services Contract (PSC) consists of materials testing for the 2025 Contracted Maintenance work program. The materials testing is in support of the 2025 Sidewalk Repair and Curb Ramp Retrofit Project, 2025 Asphalt Overlay Project, Palmer Divide Avenue Phase 3 Construction and Grigs Road Phase 1 Construction projects.

Ground Engineering Consultants, Inc. was selected to provide inspection and testing services in 2023. Staff would like to request a new contract with Ground Engineering Consultants, Inc for a third year based upon their qualifications, previous work performed, knowledge of the work, and fair and reasonable rates.

Funding for this project will come from Business Unit 800100.478200 Fund 200, for the full amount of \$250,000.00.

RECOMMENDED ACTION: Staff recommends approval of the Public Contract for Services for the 2025 Construction Materials Testing Services Project, Project No. CI 2025-004 to Ground Engineering Consultants, Inc., for an amount not to exceed \$250,000.00.

REVIEW:

Kristina Mann	Approve	1/31/2025
Jeff Garcia	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025
Doug DeBord	Approve	2/5/2025

ATTACHMENTS:

PCS Contract only - Ground Engineering - BOCC 2_11_25 - 2025 Materials Testing - Brian S Keith B

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **GROUND ENGINEERING CONSULTANTS, an INCORPORATED COMPANY** authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for **CI 2025-004, 2025 MATERIALS TESTING FOR CONTRACT MAINTENANCE PROJECTS**; and

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Daniel R. Roberts, P.E., (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:00 a.m. on February 12, 2025 and terminate at 12:00 am. on January 1, 2026. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8a. INDEMNIFICATION-GENERAL: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees. Further, this indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

8b. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

12. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the

right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to: Daniel R. Roberts, P.E.
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
(303) 660-7490
E-mail: drroberts@douglas.co.us

with a copy to:

Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414
E-mail: attorney@douglas.co.us

and by the County to: Ground Engineering Consultants, Inc.
41 Inverness Drive East
Englewood, CO 80112
Attn: Andrew J. Suedkamp, P.E.
Phone: (303)289-1989
E-mail: Andrew.suedkamp@groundeng.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners. Notwithstanding the foregoing, upon completion of the project, Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Contract in client proposals for the purposes of establishing work experience.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements

- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, such as, but not limited to, natural disasters of overwhelming proportions, exceptional adverse weather conditions, acts of God, acts of war, strikes, work stoppages, fire or other catastrophic casualty or action of non-party government authorities.

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

GROUND ENGINEERING CONSULTANTS, INC.

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

APPROVED AS TO CONTENT:

, CHAIR Date

DOUGLAS J. DEBORD Date
COUNTY MANAGER

ATTEST

Deputy Clerk Date

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

JANET HERMAN, P. E. Date
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND **Date**
Director of Finance

Chris Pratt **Date**
Sr. Asst. County Attorney

EXHIBIT A
SCOPE OF SERVICES
2025 Materials Testing Services
CI 2025-004

As part of the annual Contract Maintenance program, Douglas County retains materials testing services to provide quality assurance (QA) testing in accordance with Douglas County specifications for sidewalk repair, street paving, and road reconstruction projects. This contract will provide these services for the 2024 maintenance projects, and other work as needed. Work includes field testing and sampling of concrete materials, lab testing of concrete materials, field testing and sampling of asphalt materials, and lab testing of asphalt materials. Additionally, these services will provide a quality acceptance report that will be used to determine the quality level of asphalt materials and the incentive / disincentive pay for the project.

During the sidewalk repair project, the materials testing consultant will be scheduled by the Douglas County Project Manager per the specifications and as needed. During the asphalt Overlay project the materials testing consultant will be needed everyday the operations are going to obtain bulk samples, asphalt cores, and laboratory results in accordance with the specifications. Laboratory results shall be available the following morning for the contractor to be able to make any necessary changes to the operations. In the event of test result disputes, a third sample that was retained by the QA (per specifications) will be sent to a third party for dispute resolution.

Pricing will be based off the **Exhibit “B”** items as follows:

1. **PROJECT MANAGEMENT**, this will be paid as “**HO**UR” unit
2. **FIELD TECHNICIAN**, this will be paid as “**HO**UR” unit
3. **EXTRACTION / GRADATION**, this will be paid as “**EACH**” unit
4. **SHRP MIX ANALYSIS**, this will be paid as “**EACH**” unit
5. **RICE / MAX THEORETICAL DENSITY**, this will be paid as “**EACH**” unit
6. **CONCRETE CYL. COMPERSSION TEST**, this will be paid as “**EACH**” unit

EXHIBIT B
ESTIMATED FEES
2025 Materials Testing Services
CI 2025-004

ESTIMATED FEES PROVIDED IN THE TABLE BELOW

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1	PROJECT MANAGEMENT	215	HOUR	\$125.00	\$26,875.00
2	FIELD TECHNICIAN	1000	HOUR	\$65.00	\$65,000.00
3	EXTRACTION / GRADATION	125	EACH	\$190.00	\$23,750.00
4	SHRP MIX ANALYSIS	125	EACH	\$325.00	\$40,625.00
5	RICE / MAX.THEORETICAL DENSITY	125	EACH	\$125.00	\$15,625.00
6	CONCRETE CYL. COMPRESSION TEST	174	EACH	\$18.00	\$3,125.00
7	F/A MINOR CONTRACT REVISIONS	1	F/A	\$75,000.00	\$75,000.00
				TOTAL	\$250,000.00

These services have an anticipated contract time totaling 10 months for completion. Fees submitted shall remain fixed throughout the duration of the Consultant Contract/Agreement which may be extended. **ALL ITEMS AND QUANTITIES LISTED IN EXHIBIT "B" ESTIMATED FEES, ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE WITH THE ACTUAL WORK COMPLETED IN EACH LOCATION.**

Exhibit C
INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least three (3) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but

not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Megan Datwyler, Risk Manager

Date

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Jacob Gabel, Development Review Engineer

DESCRIPTION: Public Utility Easement at Highlands Ranch Filing 112A, 3rd Amendment: Douglas County Project Number DV2023-251.

SUMMARY: This Public Utility Easement is located on the property at Highlands Ranch Filing 112A, 3rd Amendment. This easement will encompass future utilities to serve the home in the Westridge Development in northern Douglas County. The County is accepting the easement on behalf of the utility providers.

RECOMMENDED ACTION: Grant of Public Utility Easement

REVIEW:

Kristina Mann	Approve	1/28/2025
Jeff Garcia	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025
Doug DeBord	Approve	2/5/2025

ATTACHMENTS:

Utility Easement Highlands Ranch DV2023-251

GRANT OF PUBLIC UTILITY EASEMENT

THIS GRANT OF EASEMENT ("Grant of Easement") is given this _____ day of _____, 20____, by Richmond American Homes of Colorado, Inc. ("Grantor"), whose address is 4350 S. Monaco St. Denver CO 80237, to **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** ("Grantee"), whose address is 100 Third Street, Castle Rock, Colorado 80104

The parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property owned by Grantor and located in the County of Douglas, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein, and substantially as depicted on **Exhibit B**, attached hereto and incorporated herein.
2. Consideration. Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.
3. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive public utility easement ("Utility Easement") on, over, under, through and across the Easement Property for the purpose of providing public utilities. In no event shall Grantee be responsible for the construction of the public utilities or maintenance of the Easement Property.
4. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy does not impair the rights granted to Grantee in this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the full right and authority to grant other easements or rights to use the Easement Property. It is also understood by Grantee that Grantor may in the future desire to modify and/or eliminate the Utility Easement. Such a modification and/or elimination shall not be realized until written approval is obtained for said modifications and/or elimination from Grantee.
5. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the parties have hereunto have executed this Grant the day and year first above written.

GRANTOR:

Richmond American Homes of Colorado, Inc

By: Eric Kubly

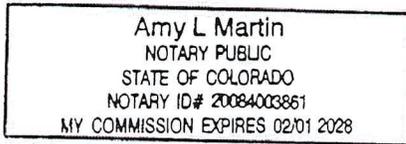
Title: SVP of Land Development

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28th day of January, 2025
by Eric R. Hubly as SVP Land development Richmond American Homes

My commission expires: 2-01-2028.

Witness my hand and official seal.



Amy L. Martin
Notary Public

GRANTEE:

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS,
STATE OF COLORADO

BY: _____
ABE LAYDON, Chair

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by Roger A. Partridge as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.

My commission expires: _____

Witness my hand and official seal.

Notary Public

EXHIBIT A

SITUATED IN THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO

A 4 FOOT-WIDE PARCEL OF LAND BEING A PORTION OF TRACT A AND LOTS 1 THROUGH 19 INCLUSIVE, HIGHLANDS RANCH FILING NO. 112A, 3RD AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2024001966, SITUATED IN THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 8, BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 8 BY A FOUND 3.25" BRASS CAP STAMPED "U.S. DEPT. OF THE INTERIOR, BUREAU OF LAND MANAGEMENT", AND BY A CALCULATED POSITION AT THE NORTHEAST CORNER OF SAID SECTION 8 BY UTILIZING THE RECORD BEARING BEARING PER THE HIGHLANDS RANCH FILING NO, 112-A PLAT AS RECORDED UNDER RECEPTION NUMBER DC9461259 WITH THE DOUGLAS COUNTY CLERK AND RECORDER, SAID BEARING NORTH 89°02'08" EAST, WITH ALL BEARINGS SHOWN HEREIN RELATIVE THERETO;

COMMENCING AT THE SAID NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 8;

THENCE SOUTH 75°13'08" EAST, A DISTANCE OF 1,743.89 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A, SAID CORNER LYING ON THE SOUTH RIGHT-OF-WAY OF BITTERROOT PLACE AS SHOWN ON SAID PLAT OF HIGHLANDS RANCH FILING NO. 112A, 3RD AMENDMENT, AND THE **POINT OF BEGINNING**;

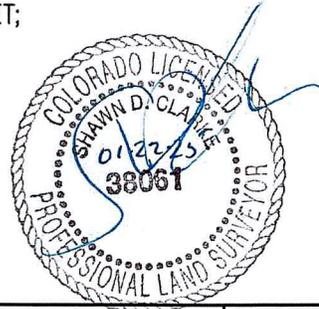
THENCE ALONG SAID SOUTH RIGHT-OF-WAY AND THE WEST LINE OF TRACT A NORTH 21°00'58" EAST, A DISTANCE OF 35.00 FEET TO THE NORTHWEST CORNER OF LOT 1;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY AND ALONG THE COMMON BOUNDARY OF SAID TRACT AND LOT 1 SOUTH 68°58'36" EAST, A DISTANCE OF 6.00 FEET;

THENCE DEPARTING SAID COMMON BOUNDARY AND ALONG A LINE 6.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF SAID LOTS 1 THROUGH 14 INCLUSIVE AND 6.00 FEET WEST OF AND PARALLEL WITH THE EAST BOUNDARY OF SAID LOTS 14 THROUGH 19 INCLUSIVE THE FOLLOWING SIX (6) COURSES:

1. NORTH 21°00'58" EAST, A DISTANCE OF 6.09 FEET TO A POINT OF NON-TANGENT CURVATURE;
2. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 230.29 FEET, SAID CURVE HAVING A RADIUS OF 194.00 FEET, A CENTRAL ANGLE OF 68°00'50", AND A CHORD WHICH BEARS NORTH 55°01'43" EAST A CHORD DISTANCE OF 217.01 FEET;

CONTINUED ON SHEET 2



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HKS HARRIS KOCHER SMITH
 1120 Lincoln Street, Suite 1000
 Denver, Colorado 80203
 P: 303.623.6300 F: 303.623.6311
 HkmsKocherSmith.com

DESCRIPTION
DRY UTILITY EASEMENT HIGHLANDS RANCH FILING NO.112A, 4TH AMENDMENT

PROJECT #: 211017
CHECKED BY: SDC
DRAWN BY: JC
SHEET NUMBER
1
1 OF 5

EXHIBIT A

SITUATED IN THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO

CONTINUED FROM SHEET 1

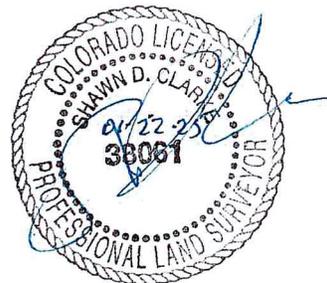
- 3. NORTH 89°02'08" EAST, A DISTANCE OF 730.49 FEET;
- 4. SOUTH 45°57'52" EAST, A DISTANCE OF 13.80 FEET;
- 5. SOUTH 00°57'52" EAST, A DISTANCE OF 121.97 FEET TO A POINT OF CURVATURE;
- 6. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 228.95 FEET, SAID CURVE HAVING A RADIUS OF 531.00 FEET, A CENTRAL ANGLE OF 24°42'15", AND A CHORD WHICH BEARS SOUTH 13°19'00" EAST A CHORD DISTANCE OF 227.18 FEET TO A POINT ON THE COMMON BOUNDARY OF SAID LOT 19 AND LOT 20 OF SAID HIGHLANDS RANCH FILING NO. 112A, 3RD AMENDMENT;

THENCE ALONG SAID COMMON BOUNDARY AND NON-TANGENT TO SAID CURVE, SOUTH 64°19'16" WEST, A DISTANCE OF 4.00 FEET TO A POINT OF NON-TANGENT CURVATURE 10 FEET WEST OF THE EAST BOUNDARY OF SAID LOT 19;

THENCE DEPARTING SAID COMMON BOUNDARY AND ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE EAST BOUNDARY OF SAID LOTS 14 THROUGH 19 INCLUSIVE AND 10.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF SAID TRACT A AND LOTS 1 THROUGH 14 INCLUSIVE THE FOLLOWING SIX (6) COURSES:

- 1. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 230.68 FEET, SAID CURVE HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 24°42'15", AND A CHORD WHICH BEARS NORTH 13°19'00" WEST A CHORD DISTANCE OF 228.89 FEET;
- 2. NORTH 00°57'52" WEST, A DISTANCE OF 120.32 FEET;
- 3. NORTH 45°57'52" WEST, A DISTANCE OF 10.48 FEET;
- 4. SOUTH 89°02'08" WEST, A DISTANCE OF 728.84 FEET TO A POINT OF CURVATURE;

CONTINUED ON SHEET 3



Plotted: THU 11/07/24 4:41:16P By: Jason Carothers Filepath: p:\2021\1211017\survey\esmt_211017_dry utility.dwg Layout: ex a desc 2

<p>1120 Lincoln Street, Suite 1000 Denver, Colorado 80203 P: 303.623.6300 F: 303.623.6311 HarrisKocherSmith.com</p>	DESCRIPTION	PROJECT #: 211017
	DRY UTILITY EASEMENT HIGHLANDS RANCH FILING NO.112A, 4TH AMENDMENT	CHECKED BY: SDC DRAWN BY: JC SHEET NUMBER 2 2 OF 5

EXHIBIT A

SITUATED IN THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO

CONTINUED FROM SHEET 2

- 5. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 225.54 FEET, SAID CURVE HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 68°00'50", AND A CHORD WHICH BEARS SOUTH 55°01'43" WEST A CHORD DISTANCE OF 212.53 FEET;
- 6. ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 21°00'58" WEST, A DISTANCE OF 41.09 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT A;

THENCE ALONG SAID BOUNDARY OF TRACT A NORTH 68°58'50" WEST, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 5,657 SQUARE FEET OR 0.13 ACRES, MORE OR LESS.

PREPARED BY: SHAWN D. CLARKE, PLS
COLORADO #38061
SCLARKE@HKSENG.COM

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, COLORADO
303.623.6300



Plotted: THU 11/07/24 4:41:16P By: Jason Carothers Filepath: p:\2024\1211017\survey\esmt_211017_dry utility.dwg Layout: ex a desc 3

HKS HARRIS KOCHER SMITH
 1120 Lincoln Street, Suite 1000
 Denver, Colorado 80203
 P: 303.623.6300 F: 303.623.6311
 HarrisKocherSmith.com

DESCRIPTION
DRY UTILITY EASEMENT HIGHLANDS RANCH FILING NO.112A, 4TH AMENDMENT

PROJECT #: 211017
CHECKED BY: SDC
DRAWN BY: JC
SHEET NUMBER
3
3 OF 5

EXHIBIT B

SITUATED IN THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO

NORTH QUARTER CORNER OF SECTION 8
3.25" BRASS CAP
STAMPED: U.S. DEPT. OF THE INTERIOR,
BUREAU OF LAND MANAGEMENT

POINT OF COMMENCEMENT
NORTHEAST CORNER OF SECTION 8
CALCULATED POSITION FROM
HIGHLANDS RANCH 112-A PLAT
REC. NO. DC9461259

S75°13'08"E 1743.89'

N89°02'08"E 2691.36'
BASIS OF BEARINGS

N LINE NE 1/4 SECTION 8

PARCEL A

5,657 SQ. FT. OR 0.13 AC. ±

BITTERROOT PLACE
(PUBLIC RIGHT-OF-WAY)

L=230.29'
R=194.00'
Δ=68°00'50"
ChB=N55°01'43"E
ChL=217.01'
L=225.54' R=190.00'
Δ=68°00'50"
ChB=S55°01'43"W
ChL=212.53'

6' DRY UTILITY EASEMENT
REC. NO. 2024001966

NEW 4' DRY
UTILITY EASEMENT

N89°02'08"E 730.49'
S89°02'08"W 728.84'

LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11

LOT 1 LOT 2

TRACT A LOT 35 LOT 34 LOT 33 LOT 32 LOT 31 LOT 30 LOT 29

NE 1/4 SECTION 8

HIGHLANDS RANCH
FILING NO. 112A 3RD
AMENDMENT
REC. NO. 2024001966

S21°00'58"W 41.09'

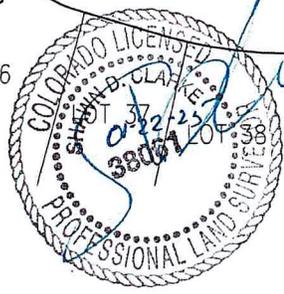
N68°58'50"W 10.00'

POINT OF BEGINNING

LOT 36

GOLD LACE PLACE
(PUBLIC RIGHT-OF-WAY)

LOT 39 LOT 40 LOT 41



SCALE: 1" = 100'

MATCH LINE SHEET 5

Plotted: THU 11/07/24 4:41:17P By: Jason Carothers Filepath: p:\2024\1107\1107\survey\esmt_211017_dry utility.dwg Layout: ex a illus 1

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1300
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

ILLUSTRATION

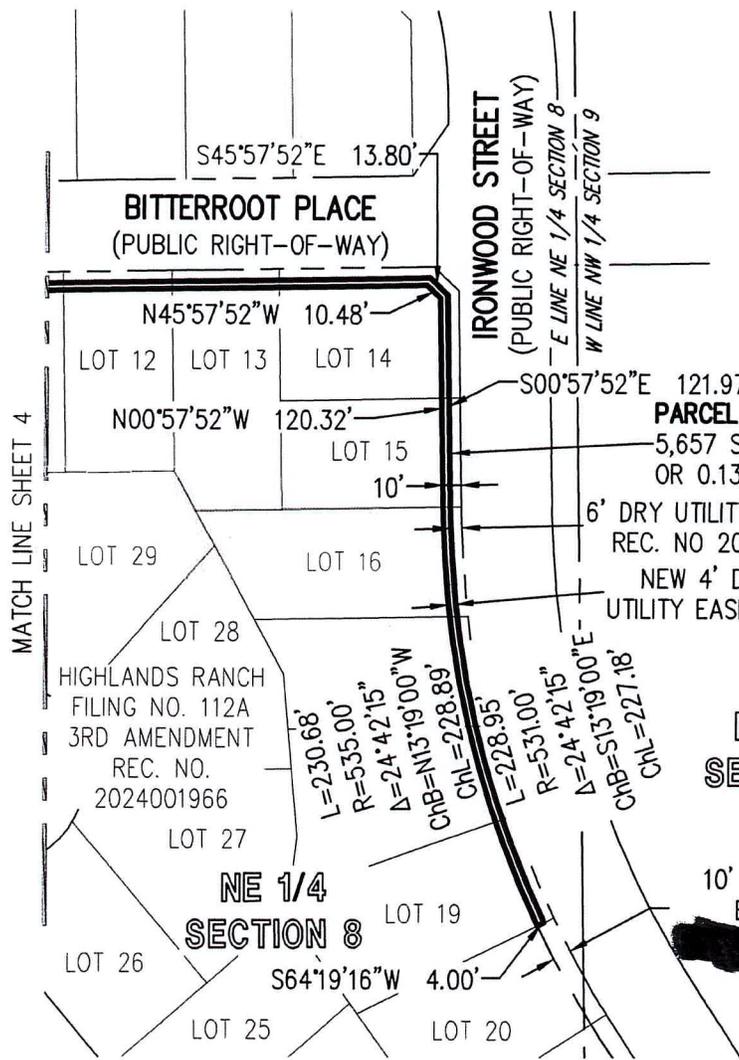
DRY UTILITY EASEMENT

HIGHLANDS RANCH FILING NO.112A, 4TH AMENDMENT

PROJECT #: 211017
CHECKED BY: SDC
DRAWN BY: JC
SHEET NUMBER
4
4 OF 5

EXHIBIT B

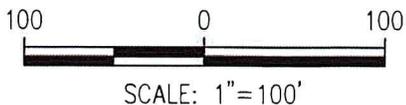
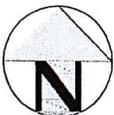
SITUATED IN THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO



LINE TABLE		
LINE	BEARING	LENGTH
L1	N21°00'58"E	35.00'
L2	S68°58'36"E	6.00'
L3	N21°00'58"E	6.09'

NW 1/4 SECTION 9

NE 1/4 SECTION 8



Plotted: THU 11/07/24 4:41:17P By: Jason Carothers Filepath: p:\2021\211017\survey\esmt_211017_dry utility.dwg Layout: ex a illus 2

NOTE:
 THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
 IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

HKS HARRIS KOCHER SMITH
 1120 Lincoln Street, Suite 1000
 Denver, Colorado 80203
 P: 303.623.6300 F: 303.623.6311
 HarrisKocherSmith.com

ILLUSTRATION
 DRY UTILITY EASEMENT
 HIGHLANDS RANCH FILING NO.112A, 4TH AMENDMENT

PROJECT #: 211017
CHECKED BY: SOC
DRAWN BY: JC
SHEET NUMBER
5
5 OF 5

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Jacob Gabel, Development Review Engineer, Public Works Engineering

DESCRIPTION: Storm Drainage Easement at 9474 N Rampart Range Rd for Reinforced Concrete Pipe, Sewer Inlets, a Riprap Rundown, and Five Stormwater Ponds Douglas County Project Number DV2024-060

SUMMARY: This Drainage Easement is located on the property at 9474 N Rampart Range Rd. This easement encompasses reinforced concrete pipe, sewer inlets, a riprap rundown, and five stormwater ponds. The stormwater infrastructure serves the Solon/Xcel Solar Farm Project in Northern Douglas County. This Drainage Easement will provide Douglas County with access to the private stormwater system to perform maintenance in the event the owner fails to adequately maintain said facilities.

RECOMMENDED ACTION: Staff recommends acceptance of this Drainage Easement.

REVIEW:

Kristina Mann	Approve	1/27/2025
Jeff Garcia	Escalated	2/3/2025
Amy Williams	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025
Doug DeBord	Approve	2/5/2025

ATTACHMENTS:

Storm Drain Easement - Rampart Range Rd DV2024-060

**GRANT OF EASEMENT
STORM DRAINAGE**

THIS GRANT OF EASEMENT (“Grant”) is given this ____ day of _____, 2024, by PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (“Grantor”), whose address is 1800 Larimer Street, Suite 400, Denver, CO 80202, to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO (“Grantee”), whose address is 100 Third Street, Castle Rock, Colorado, 80104.

The parties hereby covenant and agree as follows:

1. Easement Property. The “Easement Property” shall mean the real property owned by Grantor and located in the County of Douglas, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein, and substantially as depicted on **Exhibit B**, attached hereto and incorporated herein.

2. Consideration. Grantor makes this Grant as a condition of approval and without additional consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement (“Easement”) on, over, under, through and across the Easement Property for the purpose of accessing, maintaining, and repairing storm water management improvements, including, but not limited to, inlets, pipes, culverts, channels, ditches, hydraulic structures, riprap, detention basins, forebays, micro-pools, and water quality facilities (collectively, the “Facilities”), subject to the terms and conditions set forth in this Grant.

4. Construction, Maintenance, and Repair. It is Grantor’s responsibility to construct the Facilities in a manner consistent with all applicable plans approved or accepted by Grantee. The maintenance and repair of the Facilities located on the Easement Property shall be the responsibility of Grantor.

5. Access. The Easement Property is subject to controlled access. Except in the event of an emergency, in which case Section 6 below shall control, in addition to the notice and opportunity to cure required under this Section 5, Grantee shall notify Grantor at least 48 hours in advance of any entry by Grantee or its contractors into any fence or other enclosure around the Easement Property. Grantor may, in its sole discretion, require Grantee or its contractors to be escorted when accessing any portion of the Easement Property behind a fence or gate. Grantee shall not exercise its rights under this Grant or enter into the Easement Property unless:

(a) Grantee has given Grantor written notice, describing in reasonable detail any deficiencies in Grantor’s performance of its obligations with respect to the Facilities and stating that Grantee intends to enter the Easement Property to remedy such deficiencies if they are not timely corrected by Grantor; and

(b) Grantor has failed to correct the claimed deficiencies within thirty-five (35) days after receiving such notice from Grantee, or within such longer period as may be allowed by the document(s) that imposed on Grantor the obligations to which the deficiencies relate. Notwithstanding the preceding sentence, if Grantor has begun to remedy the claimed deficiencies within the period described, but cannot with reasonable diligence remedy them completely within that period, then Grantor shall have such additional time as is reasonably necessary to complete the remediation.

6. In the event of an emergency requiring immediate work within the Easement Property, Grantee shall notify PSCo of such emergency through PSCo's Emergency Response Line made available to Douglas County's first responders and coordinate with PSCo regarding such emergency and any necessary access to or work within the Easement Property required to address such emergency.

7. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy does not impair the rights granted to Grantee in this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the full right and authority to grant other easements or rights to use the Easement Property. It is also understood by Grantee that Grantor may in the future desire to modify and/or eliminate the Facilities. Such a modification and/or elimination shall not be realized until written approval is obtained for said modifications and/or elimination from Grantee. Upon such approval, both the Grantee and Grantor agree to vacate this Grant.

8. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

9. Notice. Requests for access by Grantee or its contractors shall be given in writing to the following person(s) at the following number(s):

<u>Tensy Thatcher</u>	<u>Environmental Analyst</u>	<u>970-903-0595</u>
Name	Title	Telephone Number

Grantor shall notify Grantee of changes in the foregoing contact information as promptly as is reasonably possible after they occur. Except for notices that relate exclusively to access by Grantee to the Easement Property, any notice required or permitted in connection with this Grant shall be in writing and shall be deemed given (a) on personal delivery, or (b) on the first business day after receipted delivery to a courier service that guarantees next-business-day delivery, under circumstances such that the guarantee is applicable, directed in any case to the intended recipient of such notice in accordance with the following:

If to Grantor: Public Service Company of Colorado
*1800 Larimer Street, Suite 400
Denver, CO 80202
Attention: Sr. Manager Siting & Land Rights
PSCo Doc. No. _____

with a copy to: Public Service Company of Colorado
*1800 Larimer Street, Suite 1400
Denver, CO 80202
Attention: Legal Services – Real Estate
PSCo Doc. No. _____

*After June 1, 2025 the Notice address for Grantor shall be 3500 Blake Street, ATTN: Sr. Manager Siting & Land Rights / Legal Services Real Estate as appropriate, Denver, CO 80205

If to Grantee: Douglas County
100 Third Street,

Castle Rock, CO 8014
Attention: Development Review

with a copy to:

Douglas County
100 Third Street,
Castle Rock, CO 80104
Attention: Legal Department

Any party may change such party's address for notices or copies of notices by notice to the other party or parties in accordance with this section. If, at the time a notice or other communication is to be given to a party pursuant to this section, every address for such party that is listed in or established pursuant to this section is inconsistent with that party's principal office address, as shown by its most recent periodic report filed with the Colorado Secretary of State (its "record address"), then a copy of such notice or communication shall be sent to that party at its record address.

Signature pages follow.

IN WITNESS WHEREOF, the parties hereto have executed this Grant the day and year first above written.

GRANTOR:

PUBLIC SERVICE COMPANY OF COLORADO,
a Colorado corporation

By: Jennifer L. Chester
Name: Jennifer L. Chester
Title: Sr. Mgr., Site + Land Rights

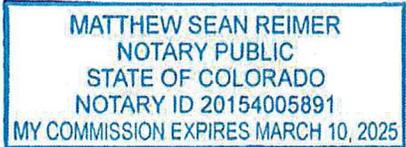
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 21 day of January, 2024, 5
by Jennifer Chester as Sr. Mgr. Site + Land Rights of Public Service Company of
Colorado, a Colorado corporation

My commission expires: 3/10/2025.

Witness my hand and official seal.

Matthew S. Reimer
Notary Public



IN WITNESS WHEREOF, the parties hereto have executed this Grant the day and year first above written.

GRANTEE:

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS,
STATE OF COLORADO

BY: _____
Chair

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by the Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.

My commission expires: _____

Witness my hand and official seal.

Notary Public

"EXHIBIT A"
PAGE 1 OF 2

STORM DRAINAGE EASEMENT:

A STORM DRAINAGE EASEMENT EXISTING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH P.M. COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH P.M., BEING A FOUND #6 REBAR WITH A 3 1/4" ALUMINUM CAP LS 16112, AS SHOWN AND DESCRIBED HEREON, AND CONSIDERING THE LINE TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, BEING A FOUND #6 REBAR WITH A 2 1/2" ALUMINUM CAP LS 35585, AS SHOWN AND DESCRIBED HEREON TO BEAR NORTH 89°34'23" EAST; THENCE NORTH 89°34'23" EAST ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 40.00 FEET MORE OR LESS TO THE INTERSECTION OF EAST RIGHT OF WAY LINE FOR RAMPART RANGE ROAD, ALSO KNOWN AS COUNTY ROAD #7 AND THE POINT OF BEGINNING, BEING MONUMENTED BY A FOUND #5 REBAR WITH A YPC LS 16112, AS SHOWN AND DESCRIBED HEREON; THENCE CONTINUING NORTH 89°34'23" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 59.07 FEET; THENCE SOUTH 00°00'08" WEST, A DISTANCE OF 23.71 FEET; THENCE NORTH 89°43'13" EAST, A DISTANCE OF 903.43 FEET; THENCE NORTH 00°00'08" EAST, A DISTANCE OF 26.03 FEET MORE OR LESS TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 25, THENCE NORTH 89°34'23" EAST ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 36.99 FEET; THENCE SOUTH 00°25'37" EAST, A DISTANCE OF 26.12 FEET; THENCE NORTH 89°43'13" EAST, A DISTANCE OF 874.81 FEET; THENCE SOUTH 08°38'16" WEST, A DISTANCE OF 81.14 FEET; THENCE SOUTH 00°49'39" EAST, A DISTANCE OF 223.85 FEET; THENCE SOUTH 77°13'04" WEST, A DISTANCE OF 71.81 FEET; THENCE SOUTH 12°46'56" EAST, A DISTANCE OF 81.14 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE 12.36 FEET, WITH A RADIUS OF 110.00 FEET AND A CHORD BEARING SOUTH 09°33'46" EAST, A DISTANCE OF 12.35 FEET; THENCE SOUTH 06°20'36" EAST, A DISTANCE OF 64.34 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 25.15 FEET, WITH A RADIUS OF 110.00 FEET AND A CHORD BEARING SOUTH 00°12'27" WEST, A DISTANCE OF 25.10 FEET; THENCE SOUTH 06°45'30" WEST, A DISTANCE OF 23.52 FEET; THENCE SOUTH 83°14'30" EAST, A DISTANCE OF 68.61 FEET; THENCE SOUTH 00°23'56" WEST, A DISTANCE OF 224.47 FEET; THENCE SOUTH 15°42'44" WEST, A DISTANCE OF 140.79 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 54.25 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 229.36 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 38.63 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 24.44 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 38.63 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 36.30 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 60.16 FEET, WITH A RADIUS OF 510.00 FEET AND A CHORD BEARING NORTH 03°22'45" EAST, A DISTANCE OF 60.12 FEET; THENCE NORTH 06°45'30" EAST, A DISTANCE OF 43.96 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 20.58 FEET, WITH A RADIUS OF 90.00 FEET AND A CHORD BEARING NORTH 00°12'27" EAST, A DISTANCE OF 20.54 FEET; THENCE NORTH 06°20'36" WEST, A DISTANCE OF 64.34 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 10.11 FEET, WITH A RADIUS OF 90.00 FEET AND A CHORD BEARING NORTH 09°33'46" WEST, A DISTANCE OF 10.11 FEET; THENCE NORTH 12°46'56" WEST, A DISTANCE OF 230.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 24.54 FEET, WITH A RADIUS OF 110.00 FEET AND A CHORD BEARING NORTH 06°23'28" WEST, A DISTANCE OF 24.49 FEET;

(CONTINUED ON PAGE 2 OF 2)



GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

PROJECT LOCATION:
9474 N. RAMPART RANGE RD.
SW 1/4, S25,
T65, R69W OF THE 6TH P.M.,
COUNTY OF DOUGLAS,
STATE OF COLORADO.

"EXHIBIT A"
PAGE 2 OF 2

(CONTINUED FROM PAGE 1 OF 2)

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.10 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 30.35 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 24.83 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 30.35 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 98.72 FEET; THENCE SOUTH 89°43'13" WEST, A DISTANCE OF 171.65 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 21.37 FEET; THENCE SOUTH 76°42'16" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 89°56'36" WEST, A DISTANCE OF 261.81 FEET; THENCE NORTH 00°16'47" WEST, A DISTANCE OF 46.86 FEET; THENCE SOUTH 89°43'13" WEST, A DISTANCE OF 91.73 FEET; THENCE SOUTH 02°17'22" WEST, A DISTANCE OF 132.61 FEET; THENCE NORTH 89°54'01" WEST, A DISTANCE OF 196.80 FEET; THENCE NORTH 27°12'06" WEST, A DISTANCE OF 75.39 FEET; THENCE NORTH 82°44'14" WEST, A DISTANCE OF 272.43 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 28.19 FEET; THENCE SOUTH 89°43'13" WEST, A DISTANCE OF 401.90 FEET; THENCE SOUTH 00°16'47" EAST, A DISTANCE OF 49.02 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 53.63 FEET; THENCE SOUTH 14°30'07" WEST, A DISTANCE OF 166.18 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 58.92 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 187.82 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 34.68 FEET MORE OR LESS TO SAID EAST RIGHT OF WAY FOR RAMPART RANGE ROAD; THENCE NORTH 00°37'32" WEST ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 64.72 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID DESCRIBED STORM DRAINAGE EASEMENT CONTAINING 190,687 SQUARE FEET OR 4.378 ACRES MORE OR LESS.



GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

PROJECT LOCATION:
9474 N. RAMPART RANGE RD.
SW 1/4, S25,
T6S, R69W OF THE 6TH P.M.,
COUNTY OF DOUGLAS,
STATE OF COLORADO.

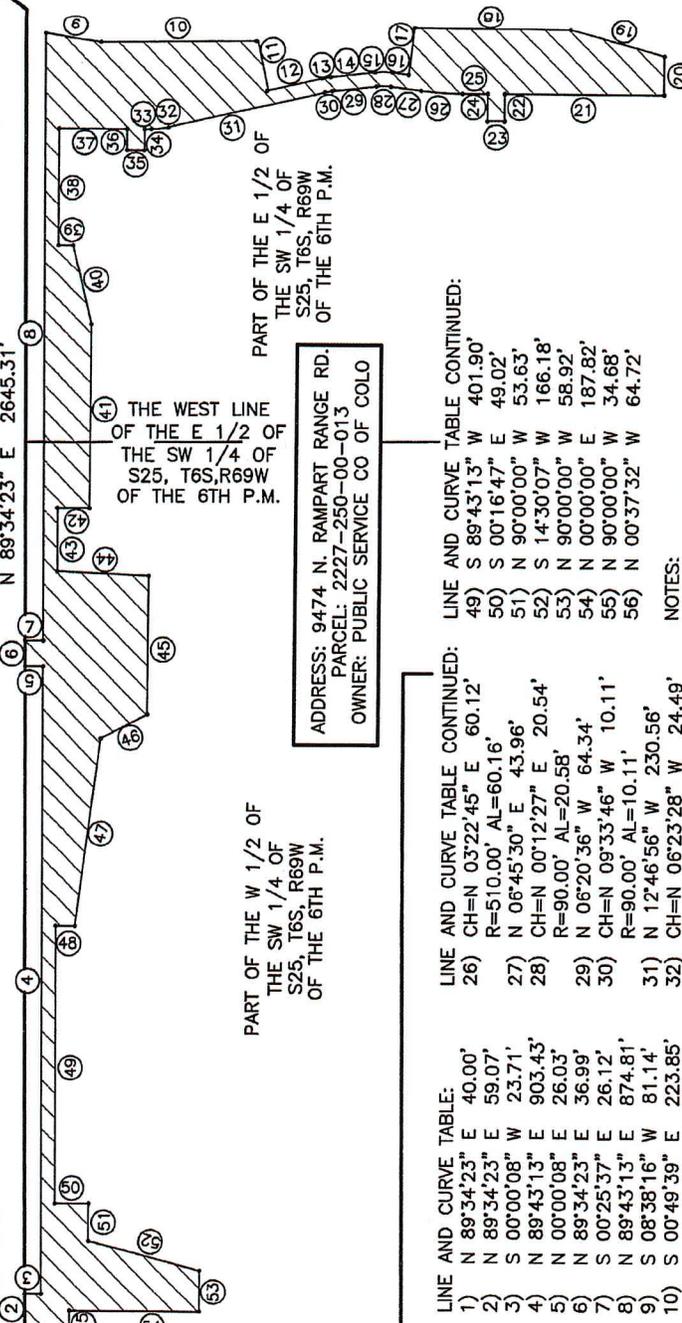
"EXHIBIT B"
PAGE 1 OF 1

POINT OF COMMENCEMENT OF THE NW CORNER OF THE SW 1/4 OF S25, T6S, R69W OF THE 6TH P.M. FOUND #6 REBAR W/ 3 1/4" AC LS 16112

POINT OF BEGINNING REBAR #5 FOUND W/ YPC LS 16112

THE NE CORNER OF THE SW 1/4 OF S25, T6S, R69W OF THE 6TH P.M. FOUND #6 REBAR W/ 2 1/2" AC LS 35585

THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH RANGE 69 WEST OF THE 6TH P.M. BASIS OF BEARINGS N 89°34'23" E 2645.31'



PART OF THE W 1/2 OF THE SW 1/4 OF S25, T6S, R69W OF THE 6TH P.M.

PART OF THE E 1/2 OF THE SW 1/4 OF S25, T6S, R69W OF THE 6TH P.M.

THE WEST LINE OF THE E 1/2 OF THE SW 1/4 OF S25, T6S, R69W OF THE 6TH P.M.

ADDRESS: 9474 N. RAMPART RANGE RD.
PARCEL: 2227-250-00-013
OWNER: PUBLIC SERVICE CO OF COLO

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH RANGE 69 WEST OF THE 6TH P.M. S 00°37'32" E 2646.48' AM

THE SW CORNER OF THE SW 1/4 OF S25, T6S, R69W OF THE 6TH P.M. FOUND #6 REBAR W/ 3 1/4" AC LS 16112

LINE AND CURVE TABLE:

1)	N 89°34'23" E	40.00'
2)	N 89°34'23" E	59.07'
3)	S 00°00'08" W	23.71'
4)	N 89°43'13" E	903.43'
5)	N 00°00'08" E	26.03'
6)	N 89°34'23" E	36.99'
7)	S 00°25'37" E	26.12'
8)	N 89°43'13" E	874.81'
9)	S 08°38'16" W	81.14'
10)	S 00°49'39" E	223.85'
11)	S 77°13'04" W	71.81'
12)	S 12°46'56" E	81.14'
13)	CH=S 09°33'46" E 12.35'	
14)	R=110.00' AL=12.36'	
15)	CH=S 00°12'27" W 25.10'	
16)	R=110.00' AL=25.15'	
17)	S 06°45'30" W	23.52'
18)	S 00°23'56" W	224.47'
19)	S 15°42'44" W	140.79'
20)	N 90°00'00" W	54.25'
21)	N 00°00'00" E	229.36'
22)	N 90°00'00" W	38.63'
23)	N 00°00'00" E	24.44'
24)	N 90°00'00" E	38.63'
25)	N 00°00'00" E	36.30'

LINE AND CURVE TABLE CONTINUED:

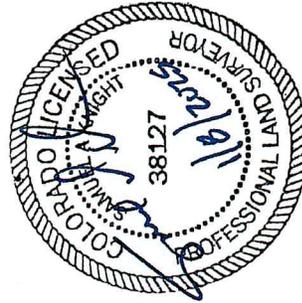
26)	CH=N 03°22'45" E 60.12'
27)	R=510.00' AL=60.16'
28)	CH=N 00°12'27" E 20.54'
29)	R=90.00' AL=20.58'
30)	CH=N 06°20'36" W 64.34'
31)	R=90.00' AL=10.11'
32)	CH=N 06°23'28" W 24.48'
33)	R=110.00' AL=24.54'
34)	N 00°00'00" E 10.10'
35)	N 90°00'00" W 30.35'
36)	N 00°00'00" E 24.83'
37)	N 00°00'00" E 30.35'
38)	S 89°43'13" W 171.65'
39)	S 00°00'00" W 21.37'
40)	S 76°42'16" W 120.00'
41)	N 89°56'36" W 261.81'
42)	N 00°16'47" W 46.86'
43)	S 89°43'13" W 91.73'
44)	S 02°17'22" W 132.61'
45)	N 89°54'01" W 196.80'
46)	N 27°12'06" W 75.39'
47)	N 82°44'14" W 272.43'
48)	N 00°00'00" E 28.19'

LINE AND CURVE TABLE CONTINUED:

49)	S 89°43'13" W	401.90'
50)	S 00°16'47" E	49.02'
51)	N 90°00'00" W	53.63'
52)	S 14°30'07" W	166.18'
53)	N 90°00'00" W	58.92'
54)	N 00°00'00" E	187.82'
55)	N 90°00'00" W	34.68'
56)	N 00°37'32" W	64.72'

NOTES:

- 1) THIS IS NOT A LAND SURVEY PLAT NOR AN IMPROVEMENT FOR THE SUBDIVISION NOR SALE OF LAND.
- 2) THE PURPOSE OF THIS EXHIBIT IS TO GRAPHICALLY DEPICT THE LOCATION OF THE STORM DRAINAGE EASEMENT AS SHOWN HEREON.
- 3) SAID DESCRIBED STORM DRAINAGE EASEMENT CONTAINING 190,687 SQUARE FEET OR 4.378 ACRES MORE OR LESS.



PROJECT LOCATION:
9474 N. RAMPART RANGE RD.
SW 1/4, S25,
T6S, R69W OF THE 6TH P.M.,
COUNTY OF DOUGLAS,
STATE OF COLORADO.

GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
CO PLS# 38,127

www.douglas.co.us

MEETING DATE: February 11, 2025

STAFF PERSON RESPONSIBLE: Jacob Gabel, Development Review Engineer

DESCRIPTION: Sidewalk Easement at Highlands Ranch Filing 112A, 3rd Amendment:
Douglas County Project Number DV2023-251.

SUMMARY: This Sidewalk Easement is located on the property at Highlands Ranch Filing 112A, 3rd Amendment. This easement the existing sidewalk in the Westridge Development in northern Douglas County. This Sidewalk Easement will provide Douglas County with access to the existing sidewalk for the purpose of maintain and repairing the public sidewalk.

RECOMMENDED ACTION: Staff recommends acceptance of this Sidewalk Easement

REVIEW:

Kristina Mann	Approve	1/28/2025
Jeff Garcia	Approve	2/4/2025
Andrew Copland	Approve	2/4/2025
Doug DeBord	Approve	2/5/2025

ATTACHMENTS:

Sidewalk Easement Highlands Ranch

**GRANT OF EASEMENT
SIDEWALK**

THIS GRANT OF EASEMENT (“Grant of Easement”) is given this _____ day of _____, 20___, by Richmond American Homes of Colorado, Inc. (“Grantor”), whose address is 4350 S. Monaco St. Denver CO 80237, to **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (“Grantee”), whose address is 100 Third Street, Castle Rock, Colorado 80104.

The parties hereby covenant and agree as follows:

1. Easement Property. The “Easement Property” shall mean the real property owned by Grantor and located in the County of Douglas, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein, and substantially as depicted on **Exhibit B**, attached hereto and incorporated herein.

2. Consideration. Grantor makes this Grant of Easement as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive sidewalk easement (“Easement”) on, over, through and across the Easement Property for the purpose of owning, maintaining and repairing a public sidewalk and utility improvements, including, but not limited to, paving, curb, gutter, lighting and signage (collectively, the “Facilities”). Grantee shall have the right, consistent with the rules, regulations and standards of Grantee, to permit and allow use of the Easement Property by third parties, including utility providers and other governmental entities, for uses that are consistent with use of the Easement Property as a public right-of-way.

4. Maintenance and Repair. The maintenance and repair of the Facilities located on the Easement Property shall be the responsibility of Grantee. It is Grantee’s responsibility to maintain and repair the Facilities in a manner consistent with the Douglas County Roadway Design and Construction Standards, as amended.

5. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy does not impair the rights granted to Grantee by this Grant of Easement. Notwithstanding the foregoing, Grantor shall obtain the written consent of Grantee prior to installing or constructing any improvements or granting any additional easements or other rights to use the Easement Property. Grantee agrees it will not unreasonably withhold such consent provided all such proposed uses or improvements shall be reviewed, approved, permitted and inspected by Grantee in accordance with Grantee’s criteria, standards and regulations, as amended.

6. No Waiver of Governmental Immunity Act. The Grantor understands and agrees that Grantee, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Grant of Easement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Grantee.

7. Annual Appropriation. The financial obligations of Grantee shall extend only to monies duly and lawfully appropriated and budgeted by Grantee and encumbered for the purpose of this Grant of Easement,

GRANTEE:

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS,
STATE OF COLORADO**

BY: _____
ABE LA YDON, Chair

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Roger A. Partridge, as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.

My commission expires: _____

Witness my hand and official seal.

Notary Public

EXHIBIT A

SITUATED IN THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO

A 5 FOOT-WIDE PARCEL OF LAND BEING A PORTION OF TRACT A AND LOTS 1 THROUGH 22 INCLUSIVE, HIGHLANDS RANCH FILING NO. 112A, 3RD AMENDMENT, AS RECORDED UNDER RECEPTION NUMBER 2024001966, SITUATED IN THE NORTHEAST QUARTER OF SECTION 8 AND NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 8, BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 8 BY A FOUND 3.25" BRASS CAP STAMPED "U.S. DEPT. OF THE INTERIOR, BUREAU OF LAND MANAGEMENT", AND BY A CALCULATED POSITION AT THE NORTHEAST CORNER OF SAID SECTION 8 BY UTILIZING THE RECORD BEARING BEARING PER THE HIGHLANDS RANCH FILING NO, 112-A PLAT AS RECORDED UNDER RECEPTION NUMBER DC9461259 WITH THE DOUGLAS COUNTY CLERK AND RECORDER, SAID BEARING NORTH 89°02'08" EAST, WITH ALL BEARINGS SHOWN HEREIN RELATIVE THERETO;

COMMENCING AT THE SAID NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 8;

THENCE SOUTH 75°13'08" EAST, A DISTANCE OF 1,743.89 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A, SAID CORNER LYING ON THE SOUTH RIGHT-OF-WAY OF BITTERROOT PLACE AS SHOWN ON SAID PLAT OF HIGHLANDS RANCH FILING NO. 112A, 3RD AMENDMENT, AND THE **POINT OF BEGINNING**;

THENCE ALONG THE COMMON BOUNDARY OF SAID SOUTH RIGHT-OF-WAY AND THE NORTH BOUNDARY OF SAID LOTS 1 THROUGH 14 INCLUSIVE THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 21°00'58" EAST, A DISTANCE OF 41.05 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 2) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 237.45 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 68°01'29", AND A CHORD WHICH BEARS NORTH 55°01'23" EAST A CHORD DISTANCE OF 223.75 FEET;
- 3) NORTH 89°02'08" EAST, A DISTANCE OF 732.98 FEET;
- 4) SOUTH 45°57'52" EAST, A DISTANCE OF 18.77 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF IRONWOOD STREET AS SHOWN ON SAID PLAT OF HIGHLANDS RANCH FILING NO. 112A, 3RD AMENDMENT AND THE NORTHEAST CORNER OF SAID LOT 14;

CONTINUED ON SHEET 2



Plotted: THU 11/07/24 4:36:49P By: Jason Carothers Filepath: p:\2024\1211017\survey\esml_211017_sidewalk.dwg Layout: ex a desc 1

HKS HARRIS KOCHER SMITH
 1120 Lincoln Street, Suite 1000
 Denver, Colorado 80203
 P: 303.623.6300 F: 303.623.6311
 HarrisKocherSmith.com

DESCRIPTION
SIDEWALK EASEMENT HIGHLANDS RANCH FILING NO.112A, 4TH AMENDMENT

PROJECT #: 211017
CHECKED BY: SDC
DRAWN BY: JC
SHEET NUMBER
1
1 OF 6

EXHIBIT A

SITUATED IN THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO

CONTINUED FROM SHEET 1

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY OF BITTERROOT PLACE AND ALONG THE COMMON BOUNDARY SAID WEST RIGHT-OF-WAY OF IRONWOOD STREET AND THE EAST BOUNDARY OF SAID LOTS 14 THROUGH 22 INCLUSIVE THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 00°57'52" EAST, A DISTANCE OF 124.46 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 294.46 FEET, SAID CURVE HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 32°08'08", AND A CHORD WHICH BEARS SOUTH 17°01'56" EAST A CHORD DISTANCE OF 290.61 FEET;
- 3) THENCE SOUTH 33°06'00" EAST, A DISTANCE OF 55.34 FEET TO A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 180.13 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 51°36'16", AND A CHORD WHICH BEARS SOUTH 07°17'52" EAST A CHORD DISTANCE OF 174.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 22;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG THE COMMON BOUNDARY OF SAID LOT 22 AND THE NORTH RIGHT-OF-WAY OF GOLD LACE PLACE AS SHOWN ON SAID PLAT OF HIGHLANDS RANCH FILING NO. 112A, 3RD AMENDMENT ON A LINE NON-TANGENT TO SAID CURVE, SOUTH 70°10'25" WEST, A DISTANCE OF 6.43 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE DEPARTING SAID COMMON BOUNDARY AND ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH THE EAST BOUNDARY OF SAID LOTS 14 THROUGH 22 INCLUSIVE AND 5.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF SAID TRACT A AND LOTS 1 THROUGH 14 INCLUSIVE THE FOLLOWING EIGHT (8) COURSES:

- 1) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 179.62 FEET, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 52°46'31", AND A CHORD WHICH BEARS NORTH 06°42'44" WEST A CHORD DISTANCE OF 173.33 FEET;
- 2) NORTH 33°06'00" WEST, A DISTANCE OF 55.34 FEET TO A POINT OF CURVATURE;

CONTINUED ON SHEET 3



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HKS HARRIS KOCHER SMITH
 1120 Lincoln Street, Suite 1000
 Denver, Colorado 80203
 P: 303.623.6300 F: 303.623.6311
 HarrisKocherSmith.com

DESCRIPTION
SIDEWALK EASEMENT HIGHLANDS RANCH FILING NO.112A, 4TH AMENDMENT

PROJECT #: 211017
CHECKED BY: SDC
DRAWN BY: JC
SHEET NUMBER
2
2 OF 6

EXHIBIT A

SITUATED IN THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO

CONTINUED FROM SHEET 2

- 3) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 297.26 FEET, SAID CURVE HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 32°08'08", AND A CHORD WHICH BEARS NORTH 17°01'56" WEST A CHORD DISTANCE OF 293.38 FEET;
- 4) NORTH 00°57'52" WEST, A DISTANCE OF 122.39 FEET;
- 5) NORTH 45°57'52" WEST, A DISTANCE OF 14.62 FEET;
- 6) SOUTH 89°02'08" WEST, A DISTANCE OF 730.91 FEET TO A POINT OF CURVATURE;
- 7) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 231.48 FEET, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 68°00'50", AND A CHORD WHICH BEARS SOUTH 55°01'43" WEST A CHORD DISTANCE OF 218.12 FEET;
- 8) ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 21°00'58" WEST, A DISTANCE OF 41.09 FEET TO A POINT ON THE SOUTH BOUNDARY OF TRACT A;

THENCE ALONG SAID SOUTH BOUNDARY NORTH 68°58'37" WEST, A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 8,393 SQUARE FEET OR 0.19 ACRES, MORE OR LESS.

PREPARED BY: SHAWN D. CLARKE, PLS
 COLORADO #38061
 SCLARKE@HKSENG.COM

ON BEHALF OF: HARRIS KOCHER SMITH
 1120 LINCOLN STREET, SUITE 1000
 DENVER, COLORADO
 303.623.6300



Plotted: THU 11/07/24 4:36:51P By: Jason Carothers Filepath: p:\2021\1211017\survey\esmt_211017_sidewalk.dwg Layout: ex a desc 3

HKS HARRIS KOCHER SMITH
 1120 Lincoln Street, Suite 1000
 Denver, Colorado 80203
 P: 303.623.6300 F: 303.623.6311
 HarrisKocherSmith.com

DESCRIPTION
DRY UTILITY EASEMENT HIGHLANDS RANCH FILING NO.112A, 4TH AMENDMENT

PROJECT #: 211017
CHECKED BY: SDC
DRAWN BY: JC
SHEET NUMBER
3
3 OF 6

EXHIBIT B

SITUATED IN THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO

NORTH QUARTER CORNER OF SECTION 8
3.25" BRASS CAP
STAMPED: U.S. DEPT. OF THE INTERIOR,
BUREAU OF LAND MANAGEMENT

POINT OF COMMENCEMENT
NORTHEAST CORNER OF SECTION 8
CALCULATED POSITION FROM
HIGHLANDS RANCH 112-A PLAT
REC. NO. DC9461259

S75°13'08"E 1743.89'

N89°02'08"E 2691.36'
BASIS OF BEARINGS

N LINE NE 1/4 SECTION 8

PARCEL A
8,393 SQ. FT.
OR 0.19 AC. ±

BITTERROOT PLACE
(PUBLIC RIGHT-OF-WAY)

5' SIDEWALK EASEMENT

N89°02'08"E 732.98'

S89°02'08"W 730.91'

L=237.45'
R=200.00'
Δ=68°01'29"
ChB=N55°01'23"E
ChL=223.75'

L=231.48'
R=195.00'
Δ=68°00'50"
ChB=S55°01'43"W
ChL=218.12'



NE 1/4 SECTION 8

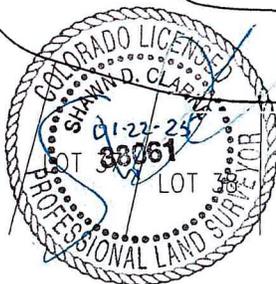
HIGHLANDS RANCH
FILING NO. 112A 3RD
AMENDMENT
REC. NO. 2024001966

S21°00'58"W 41.09'

N68°58'37"W 5.00'

POINT OF BEGINNING

GOLD LACE PLACE
(PUBLIC RIGHT-OF-WAY)



SCALE: 1"=100'

NOTE:

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

HKS HARRIS KOCHER SMITH
 1120 Lincoln Street, Suite 1000
 Denver, Colorado 80203
 P: 303.623.6300 F: 303.623.6311
 HarrisKocherSmith.com

ILLUSTRATION

DRY UTILITY EASEMENT

HIGHLANDS RANCH FILING NO. 112A, 4TH AMENDMENT

PROJECT #: 211017

CHECKED BY: SDC

DRAWN BY: JC

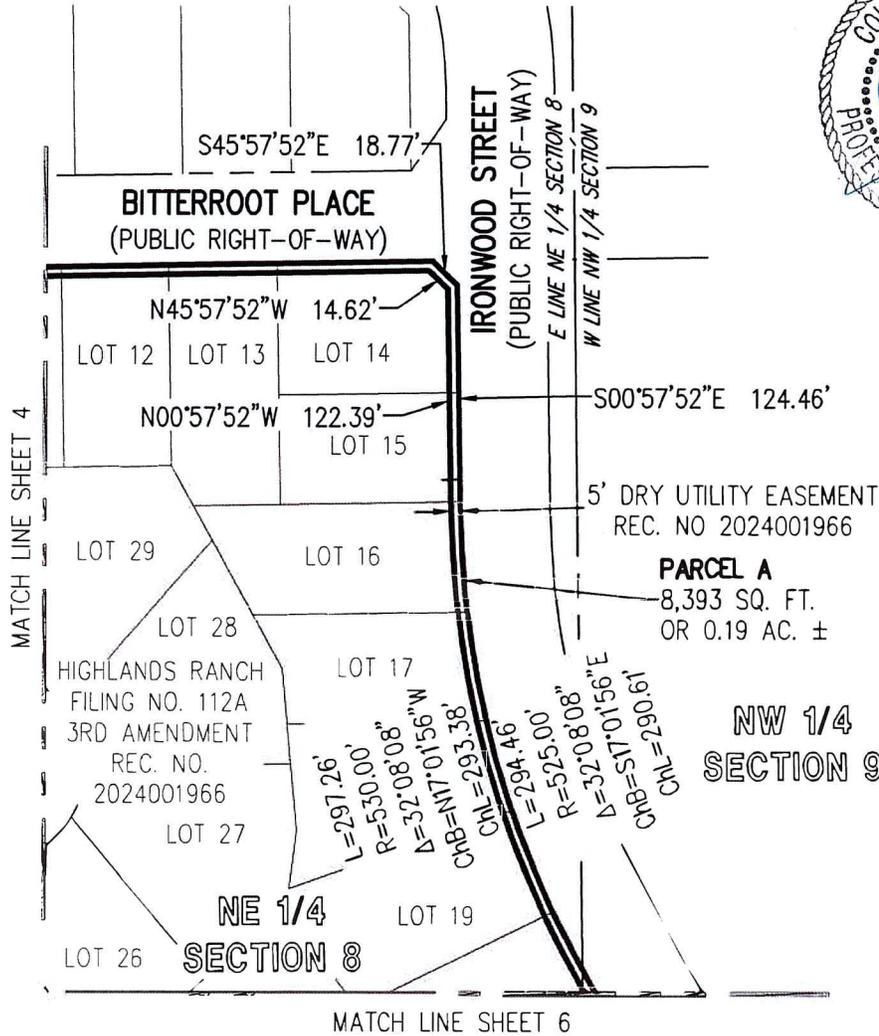
SHEET NUMBER

4

4 OF 6

EXHIBIT B

SITUATED IN THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO



SCALE: 1"=100'

NOTE:

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

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ILLUSTRATION

SIDEWALK EASEMENT

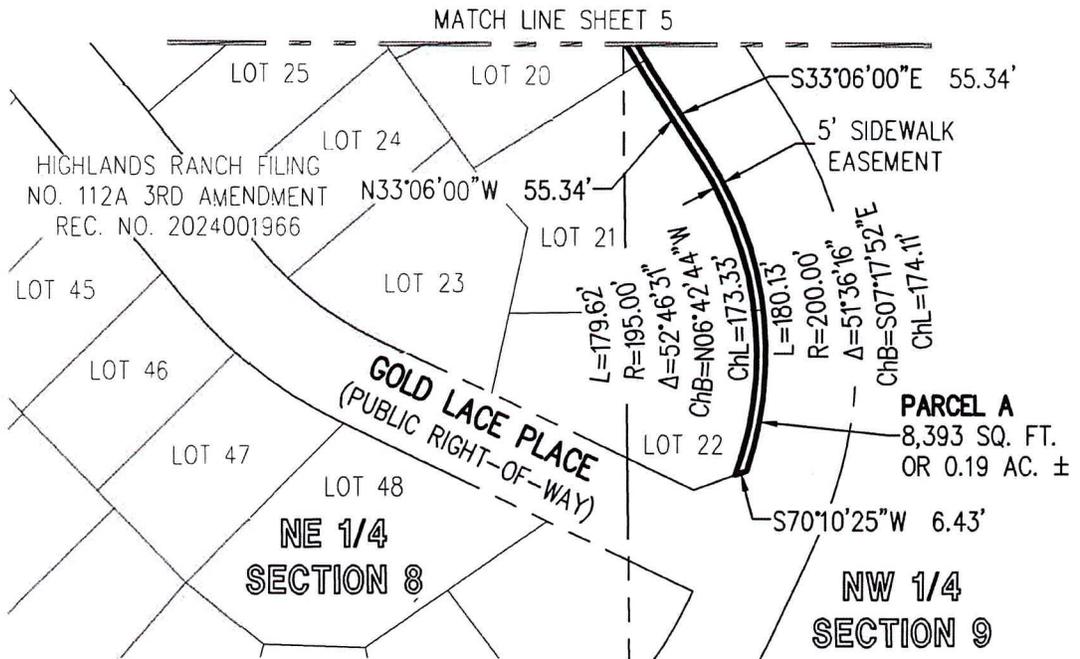
HIGHLANDS RANCH FILING NO.112A, 4TH AMENDMENT

PROJECT #: 211017
CHECKED BY: SDC
DRAWN BY: JC
SHEET NUMBER
5
5 OF 6

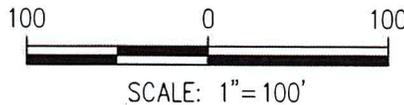
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EXHIBIT B

SITUATED IN THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO



LINE TABLE		
LINE	BEARING	LENGTH
L1	N21°00'58"E	41.05'



NOTE:

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

HKS HARRIS KOCHER SMITH
 1120 Lincoln Street, Suite 1000
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ILLUSTRATION

SIDEWALK EASEMENT

HIGHLANDS RANCH FILING NO.112A, 4TH AMENDMENT

PROJECT #: 211017
CHECKED BY: SDC
DRAWN BY: JC
SHEET NUMBER
6
6 OF 6

Plotted: THU 11/07/24 4:36:52P By: Jason Carothers Filepath: p:\2024\1211017\survey\esmt_211017_sidewalk.dwg Layout: ex a illus 3

www.douglas.co.us

MEETING DATE: February 11, 2025

DESCRIPTION: County Manager Report.

ATTACHMENTS:

County Manager Report 2.11.25

TO: The Board of County Commissioners
FROM: Douglas J. DeBord, County Manager
DATE: February 11, 2025
RE: County Manager Report

Office of Emergency Management

- **Access to year-round aerial firefighting support in place for 2025 - Douglas County Commissioners invest \$1.53 million to ensure firefighting helicopter is always available to respond ([full story](#))**



Your home and property are likely the biggest investment you'll ever make, and that's why your county invests significant resources in the firefighting tools needed to protect your life, home and family from our community's No. 1 natural hazard – wildfires. This week, at their regularly scheduled Business Meeting on Jan. 28, Commissioners voted to invest \$1,530,000 to ensure air support is always ready to respond in Douglas County.

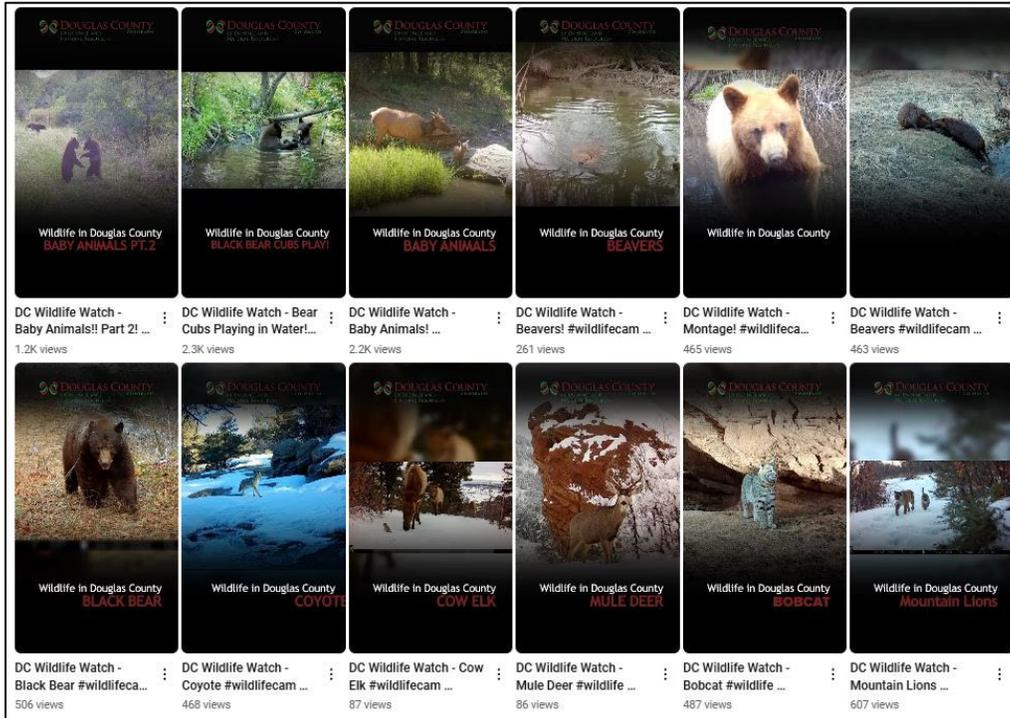
[An amended 2025 contract with Trans Aero, LTD](#), secures access to a Type 2 helicopter capable of delivering 300 gallons of water to the front lines of a wildfire. The contract ensures the helicopter will be in Douglas County for a minimum of 168 days through Dec. 31, 2025, and available at the discretion of Douglas County's Office of Emergency Management at any other time if elevated fire danger warrants activation. In 2024, a Type 2 Trans Aero helicopter stationed in Douglas County responded to 32 wildfires. Twenty-two of these fires were within Douglas County, and the other 10 were requests for help outside Douglas County for which costs were reimbursed. Wildfires can strike in any season, in any neighborhood, and move extremely fast. Aerial support is an essential tool in suppressing a fire's growth and assisting firefighters on the ground as they work to save lives and property.

You can also do your part, as a family, to prepare for wildfires by doing [mitigation work](#) around your property and creating a defensible space between vegetation and your home. Please also sign up every phone line in your household for [CodeRED](#) notifications, ensuring you receive emergency notifications. If you, or someone in your household, is an older adult or person with a disability and may need extra assistance in the event of an evacuation, please sign up for the Douglas County Sheriff's Office [Access and Functional Needs Registry](#).

- The remainder of Call When Needed aviation contracts are in development.
- Staff has been researching the devastating wildfire/urban conflagration in LA, identifying lessons learned, and looking for opportunities to improve Douglas County operations based on those outcomes.
- On Friday, January 24th, OEM staff executed a functional exercise with Emergency Operations Center and Incident Management Teams, focused on critical power outages and consequence management. After Action Reviews, Lessons Learned, and Improvement Plans are being developed based on exercise evaluations.

Open Space and Natural Resources

- Wildlife Watch Program** - Since March 2024, Douglas County Open Space Rangers have been collaborating with the public affairs department to educate and inform residents about local wildlife on social media channels. Rangers use remote cameras to collect footage from County owned property and provide the footage and information to public affairs for editing. Citizen response has been extremely positive, and the videos have become very popular on YouTube, Instagram, and Facebook. Showcasing the importance of protecting wildlife habitat and the need for Open Space to exist in Douglas County. The program is continuing to grow with different species being highlighted and new locations being monitored. Douglas County YouTube page: <https://www.youtube.com/@douglascountycogovernment/shorts>



- Volunteer Program** - Despite the frigid temperatures in January, Open Space and Natural Resource volunteers started the off new year in full swing. Between six volunteer groups, almost 200 hours were recorded in service to the county in January 2025. Volunteer groups included Astronomy, Naturalists, Mounted Patrol, Trail Ambassadors, Mountain Bike Patrol, and Weed Warriors. Volunteers are vital to the operation and success of Open Space and staff appreciates all their hard work and dedication.



Community Development

Economic Development

- **Release of 2024 Q4 Economic Indicators Report (Provided by Secretary of State’s Office)** - The Department has released its latest quarterly Economic Indicators Report for Q4 2025 in collaboration with the University of Colorado Leeds School of Business. Colorado remains in a strong economic position, and the state and national outlook is positive.

Colorado added an average of 4,500 new jobs per month in 2024, and continues to have near-record force participation. Our quarterly GDP growth was in the top half of all states at 3.4%, and the metro Denver consumer price index held steady from the previous quarter at 2%. Delinquent business entity numbers have fallen from a spike in last year’s Q2 and Q3, and entity renewals are up 6.5% over last year. Overall: our economy is growing, the effects of national inflation have subsided, and Coloradans are staying in business. Read Full Report: [Colorado Quarterly Business and Economic Indicators](#)

Parks, Trails and Building Grounds

- **Outdoor Education and Park Ranger Career Fair** - Staff attended the Outdoor Education and Park Ranger Career Fair at Red Rocks Community College on January 29th. They were able to meet with young professionals to talk about the seasonal positions and volunteer opportunities available with Parks, Trails, and Building Grounds and Rueter-Hess Reservoir.
- **Counter Update - as of 01/30/25**



Location	2024 total through Jan.	2025 total through Jan.
Bayou Gulch Regional Park – Dog Park	1,823	1,531
Bingham Lake	2,974	2,504
Bluffs Regional Park	8,459	5,374
Cherry Creek Regional Trail – Pinery	1,177	835
East/West Regional Trail – Grigs Trailhead	1,886	1,275
East/West Regional Trail – Monarch Trailhead	N/A	375
East/West Regional Trail – Schweiger Ranch	187	487
East/West Regional Trail – Stepping Stone	N/A	1,198
Fairgrounds Regional Park – Dog Park	3,650	3,101
High Line Canal - West	2,722	2,707
Rueter-Hess Reservoir – Coyote Run Loop	690	211
Rueter-Hess Reservoir – Incline Trailhead	3,537	2,688
Rueter-Hess Reservoir – Newlin’s Gold	N/A	33
Totals	27,105	22,319

Public Works

- **Drivers: Prepare for single lane closures on University Boulevard at C-470 beginning this month**



Project improves safety for cyclists and pedestrians with construction of new bridge ([full story](#))

If you travel on University Boulevard near C-470, plan for minor traffic impacts as crews begin building a new pedestrian bridge.

The new pedestrian bridge will be installed over the westbound C-470 University off-ramp and the C-470 westbound on-ramp. This

project will take place through December 2025. With the new bridge, pedestrians and cyclists will no longer have to navigate four separate roadway crossings, totaling eight lanes of traffic. This will improve safety for

all travelers and decrease delays for motorists, who no longer have to stop for pedestrians and cyclists. ([view map](#))

A new pedestrian bridge over University will make the C-470 Trail safer for pedestrians and cyclists – and improve mobility for drivers in the area. Currently, trail users must make four separate roadway crossings totaling eight lanes of traffic. Additional work includes trail improvements to tie the existing trail system to the new bridge, drainage improvements, ramp improvements, as well as curb and gutter improvements. Learn more about the project on [our project website](#).

- **Help us plan Douglas County's transportation future** - As we invest in a safe and accessible multimodal transportation system with various road expansion projects, we also



want to learn more about how you and your neighbors want to use transit in the future. That's why the County is engaging you and our area partners on an integrated transit and multimodal transportation study. [Visit our webpage to learn about goals for this study](#) and [take a brief survey](#) to help us understand your transit

needs, thoughts and barriers.

Public Informational Meetings will occur in February and March of 2025. February 2025 – Public meetings for comments on new potential opportunities and proposed transit options (the same information will be presented at both meetings):

- Wednesday, Feb. 12, from 5:30m. to 7:30 p.m. at Philip S. Miller Building, 100 Third Street; Castle Rock, CO 80104
- Thursday, Feb. 13, from 1 p.m. to 3 p.m. the Highlands Ranch Senior Center, 200 E Highlands Ranch Parkway in Highlands Ranch, CO 80126

[View the boards that will be presented at these meetings.](#)

March 2025 – Public meetings for learning and sharing input on your transportation needs regarding the 2050 Transportation Plan for Douglas County (the same information will be presented at all meetings):

- Wednesday, March 5, from 8:30 a.m. - 10 a.m. at Parker Library, 201 Mainstreet
- Wednesday, March 5, from 1:30 p.m. - 3:30 p.m. at Highlands Ranch Library, 9292 S. Ridgeline Blvd
- Thursday, March 6, from 10 a.m. - noon, at Castle Rock Library, 100 S Wilcox Street
- Thursday, March 6, from 5 p.m. - 7 p.m. at Castle Pines Library, 360 Village Square Lane

- **[Highlands Ranch Drainage Projects](#)** – Through January and February, construction crews are working on the Highlands Ranch Manholes on Highlands Ranch Parkway at Goldsmith and Daisy Court. This project is anticipated to be completed on February 14, 2025.

During the last week of January, the Highlands Ranch Small Storm Sewer UV-CIPP Lining projects started – this project will repair pipes located on Plaza Drive (Broadway and Ridgeline) and on Broadway (south of Northridge Recreation Center driveway).

Ongoing since mid-March 2024 is the Highlands Ranch subdivision Stormwater Sewer Pipe Video Program – this is where the contractor inspects storm sewer using special video equipment to check for maintenance issues, etc. inside the pipes. This project is anticipated to be completed in December 2025.



- **Pinery Drainage Projects** - Pinery Outfall Cleaning: Douglas County was successful in cleaning 40 outfalls in 2024 and has extended the program into 2025. We anticipate cleaning an additional 27 outfalls. Work will occur on these outfalls in 2025 in either late winter/early spring, and again in fall/winter after the vegetation has died back due to frost.

Pinery Detention Ponds: There are nine (9) detention ponds located within the Pinery on Douglas County Open Space. Douglas County is currently (January – March 2025) inspecting these ponds to determine if any maintenance is needed within these areas to ensure that they are still functioning as intended.



- **2025 Neighborhood Street Paving Program** - Douglas County Neighborhood Street Paving Program includes locations in Highlands Ranch, Bell Cross, Cresthill Ln, Lincoln Creek, Venneford Ranch Rd, Chambers Rd, Charter Oaks, Irish Pat Murphy Dr, Bayou Hills, Gillian and Steele, East Palmer Divide Rd, Homestead Hills, Ponderosa Hills, Christie Ridge Rd, Gravel Rd, Parker Road East, Furrow Rd Phase 2, Rafter Rd, Coronado Rd, and Village Rd. Schedules will be available soon.

- **[County Line Road Widening \(University to Broadway\)](#)** - This project will include a new traffic signal at the Clarkson Street / County Line Road intersection, a mill and overlay for the portion of the road within the City of Littleton located between Phillips Avenue and Broadway, as well as adding sidewalks. Construction is anticipated to start in early 2025.



- **The 2025 construction season will start soon in Highlands Ranch** - Having a reliable roadway network is essential. Douglas County assures the existing transportation infrastructures in Highlands Ranch are maintained and preserved through the following improvement programs: Capital Improvements, Drainage, Street Paving, Sidewalk Repairs, Traffic Operations (signals, signings, and markings); Intelligent Transportation Systems (ITS)/Traffic Management Center (TMC); and Bicycle, Pedestrian, and Trails.

Currently, the following construction projects are located within (or immediately surrounding) Highlands Ranch – please click on their links below for further information:

- [Broadway and Highlands Ranch Parkway Intersection](#)
- [County Line Road Widening \(University to Broadway\)](#)
- [County Line Road Operational Improvements \(I-25 east side to Inverness\)](#)
- [Lincoln Avenue Improvements](#)
- [Highlands Ranch Neighborhood Improvements \(2025\)](#)

- **US 85 Widening from Highlands Ranch Pkwy to C-470 Improvements** - For project info and traffic impacts: [US 85 Widening from Highlands Ranch Parkway to C-470](#). Timeline is fall 2022 through fall 2025.



- **West Frontage Road Relocation (aka Dawson Trails Boulevard Project)** – Anticipated to be completed fall 2025. Douglas County and the Town of Castle Rock have partnered to construct the new road called Dawson Trails Blvd. For further information: [West Frontage Road Relocation Project](#)



Building

- **Letters of Credit and Warranties** - Highlands Ranch Filing 112-A, 3rd Amd., Warranty Acceptance - DV2023-251

- **MS4 and Stormwater Matters:**

- **Chatfield Watershed Authority** - The Water Quality User Fee went into effect on Jan 1, 2025, at



Chatfield State Park. Colorado Parks and Wildlife will now charge an additional two dollars for the purchase of daily park passes at Chatfield State Park. The Chatfield Watershed Authority recently created outreach materials to be provided to purchasers of daily passes. The materials provide a QR code to link to the newly created informational FAQ page on the Chatfield Watershed Authority website.

- **CDPHE MS4 Permit Renewal**-The COR080000-Cherry Creek Basin MS4 Permittees, which includes



Douglas County, attended a listening session with the CDPHE Permits workgroup to engage on regulatory matters prior to the release of the MS4 Draft Permit Renewal. Issues discussed included the regulation of construction sites, industry best practices, and selection of stormwater runoff control measures on land development projects.

January 2, 2025 – January 31, 2025	
Inspections	
Building	1718
Electrical	1594
Mechanical/Plumbing	832
Roofing	161
Permits	
Accessory Use	44
New Commercial	4
Residential Alteration	1
New Residential	92
Roofing	64
Valuations	
Accessory Use	\$966,311
Commercial	\$8,595,003
Residential Alteration	\$4,363,680
New Residential	\$29,383,167

Operations

- **Pine Creek Lining Project** - During 2024 culvert inspections, Public Works identified a severe condition with



a bridge structure on Pine Creek (Sugar Creek Bridge). The rock surrounding the upstream/downstream abutment foundation was deteriorating, which could lead to a severe washout in the future and create a maintenance liability. Given the restrictive topography in the area, this bridge enables vital access to traffic and residents commuting to and from the Platte River area and Highway 67.

Staff worked with Channeline (contractor) to support the design solution that would sustain the hydraulic capacity of the existing structure while also not interrupting traffic or requiring a significant detour. The solution involved a multi-segmental box culvert liner with three 5’11” x 10’11”x 32-foot sections that was installed by 53 Corp. The lining pipe was installed through the existing structure and will also slightly widen the road crossing for vehicles, mitigate failure potential, and significantly reduce maintenance in the

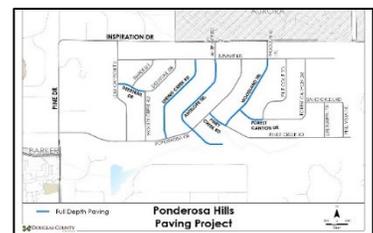
foreseeable future. The Contractor constructed all of this while not impacting the hydraulic capacity of the existing bridge structure. The total cost of the lining project was \$334,442.

- Gravel Road Paving Program** – For all projects below (unless otherwise noted), construction will occur Monday through Friday between 7 a.m. – 7 p.m. Two days before the start of work, no-parking signs may be posted along the streets scheduled for work. During construction, access to driveways will be available, with occasional short delays. One to two weeks before the start of work, the County will send Cone Zone Mailers to notify adjacent residents of the planned work. Variable messages signs will be used to notify residents of upcoming work.



Work will be completed in phases – the first phase consists of preparing the road for paving, including grading, stabilization, and culvert inspection and repair. This prep work will be performed by Public Works Operations crews. The second phase consists of paving the main roadway by the County’s Asphalt Overlay Contractor. The final phase includes shouldering and driveway tie-ins, performed by Public Works Operations crews. Work is scheduled to occur during the summer school break. Schedules will be posted in February.

- [Village Road from Betts Ranch Road to Alpine Drive](#)
- [Coronado Drive](#)
- [Rafter Road from Highway 83 to Lost Lake Trail](#)
- [Furrow Road Phase 2, beginning at the end of Phase 1 paving, north to True Mountain Drive](#)
- [Parker East](#) includes Arrowhead Lane, Kettledrum Lane, North Lacrosse Lane, and East Cherokee Lane from Awl Road to North Apache Road.
- [Christie Ridge Rd from Bear Canyon Cir to Bear Canyon Cir](#)
- [Homestead Hills](#) includes Antelope Lane, Cottontail Lane, Deer Lane, Ponderosa Lane, and Robin Road.
- [Charter Oaks Neighborhood Street Paving](#) includes Beverly Boulevard, Carolyn Drive, Charter Oaks Drive, Coventry Drive, Debbie Lane, East 1st Avenue, East 2nd Avenue, East 3rd Avenue, East Oak Hills Drive, Heather Drive, Keith Court, Oak Court, Oak Hills Lane, Oakwood Lane, Pinewood Court, Pinewood Drive, and Saxeborough Drive.
- [Lincoln Creek](#) includes Centennial Drive, Centerpark Loop, Colony Loop, Creektop Avenue, and Village Creek Parkway (work will occur between April and November)
- [Bell Cross Ranch](#) includes Bell Cross Circle, Bell Cross Way, Roy Clarke Boulevard, and Mary Clarke Place (work will occur between April and November)
- [Highlands Ranch](#) includes East Dutch Creek Street, East Millstone Street, East Milestone Place, and South Millstone Court
- [Ponderosa Hills](#) includes Lost Canyon Trail from Ponderosa Drive to Deertrail Drive, Woody Creek Road from Ponderosa Drive to Deertrail Drive, Timber Lane, Forest Canyon Drive from Pine Cone Road to Summit Road, Piney Creek Road from Woodland Trail to the east end of the street, Sand Creek Road, Evergreen Trail, and Pine Vista Trail



- **Resurfacing Projects** – Both projects will be utilizing high performance asphalt to extend the life of the new surface. Work will be completed in phases – the first phase consists of rotomilling to remove some of the top layer of asphalt, which generally takes two to four hours or less per block to complete and will be performed by the County’s asphalt overlay contractor. The final phase follows rotomilling by one to two weeks and includes placing the new overlay; this last phase may take 4 – 8 hours per block to complete.



During construction, access to driveways will be available, with occasional short delays. One to two weeks before the start of work, the County will send Cone Zone Mailers to notify adjacent residents of the planned work. One to two days before the start of each phase of work, the Contractor will deliver a Cone Zone door hanger with the start date of work on your block. Two days before the start of rotomilling and paving, no-parking signs will be posted along the streets scheduled for work. Construction will occur Monday through Friday between 7 a.m. – 7 p.m.

- [East Palmer Divide Avenue from Furrow Road to Hwy 83](#)
- [Gillian Ave from Hwy 83 to South East Cherry Creek Rd, and Steele Ave from South East Cherry Creek Rd to the Elbert County Line](#)
- [Irish Pat Murphy Drive between Thunder Hill Road and South Pinery Parkway](#)
- [Bayou Hills](#)
- [Chambers Road \(between Lincoln Avenue and E-470\)](#)
- [Veneford Ranch Road between University Boulevard and Colorado Boulevard](#)
- [Cresthill Lane between Highlands Ranch Parkway and Gleneagles Village Parkway](#)

- **Gravel Road Projects** - Starting in Summer of 2024, the following gravel road projects will occur: Twin Oaks subdivision, Castle Mesa subdivision, Ponderosa Circle, Pine Vista Trail, Outer Marker Road, Mesa Ridge Lane, Jackson Creek Road, Butte Circle, Cathedral Rock Drive, and Meadow Wood Lane.



Community Services

Community Outreach:

- **Strive to Thrive** - Strive to Thrive is a bi-annual resource and service fair presented by the Community of Care Network. Strive to Thrive is a magnet event that coincides with the annual Point-in-Time survey of homelessness. Calvary Church in Castle Rock hosted the fair on January 28, 2025. Douglas County residents were able to access resources and services from 25 local non-profits and providers. There were 61 adult attendees, and the fair offered a hot meal, grocery items, clothing, employment opportunities, emergency assistance applications, health information, and food and nutrition assistance.



Community Engagement or Support:

- **Highlands Ranch Senior Center Grand Opening** - Staff attended the Highlands Ranch Senior Center opening ceremony on January 10, 2025. The new 22,000 square-foot building includes office space for Douglas County Human Services, providing additional resources for residents and family members. Commissioner Van Winkle spoke on the partnership with the Highlands Ranch Metro District as part of the County's Older Adult Initiative.



Projects or Grants:

- DC Youth Commission Gathering** - The Douglas County Youth Commission, along with the Lone Tree and Parker Youth Councils, invited special guests, adult community leaders and elected officials to attend their youth leadership celebration on January 8 from 4:00 to 5:30 in the Commissioners’ Hearing Room. The event included a meet and greet, followed by a facilitated discussion where teens could ask adults leaders and elected officials questions. Delicious desserts were provided afterwards.



- 2025 Winter Point-in-Time Survey of Homelessness** - The Homeless Engagement Assistance and Resource Team (HEART), County staff, community partners, and local law enforcement joined together to perform the annual Point-in-Time (PIT) Survey of Homelessness. The PIT surveys all sheltered and unsheltered individuals in Douglas County on a single night of the year, January 27, 2025. PIT surveys are submitted to the Metro Denver Homeless Initiative (MDHI), it is responsible for collecting all surveys in the metro region and submitting data to the Department of Housing and Urban Development (HUD). PIT results should be available in early Summer of 2025.



- Older Adult Grant Funds and Services for December 2024**

Grant	# Of Trips/Units	Grant Amt Expended
CDOT MMOF - Transportation	227 trips	\$7,911.20
DRCOG 5310 – Transportation	143 trips	\$11,657.82
DRCOG 5310 – Call Center	166 calls	
DRCOG AAA – Homemaker	408 units	\$74,595.16
DRCOG AAA – Personal Care	285 units	
DRCOG AAA – Transportation	1,400 trips	
DRCOG HST (FASTER) – Call Center	248 calls	\$1,308.75

- DRCOG Grant Application Submitted** – Community Services staff submitted a grant application to the Denver Regional Council of Governments (DRCOG) requesting \$704,422 in grant funds to provide supportive services to adults aged 60 and over from July 1, 2025, through June 30, 2026. If awarded the full grant request, Douglas County would contribute an additional \$88,094 in matching funds for a project total of \$792,516. Funds would provide assisted transportation, homemaker, chore and personal care services to older adults, allowing them to remain safely in their own homes and communities. These services would be provided through subgrantee agreements with community partners.
- CDOT 5310 Grant Application Submitted** - Community Services submitted a grant application to the Colorado Department of Transportation (CDOT) requesting \$84,000 in federal 5310 funding to enhance the mobility of seniors and individuals with disabilities. Funds are intended to serve residents in the Castle Rock small-urbanized area, including portions of the Town of Castle Rock, the City of Castle Pines and neighboring portions of unincorporated Douglas County. Funds would provide approximately 2,400 trips between July and December 2025.

Human Services

Child Welfare and Adult Protection

- Human Services is pleased to share that in January, they began offering onsite department-wide consultation with Manna Resource Center. Each Wednesday from 10-11am, Family Support Coaches from Manna can be seen at the Human Services building, meeting with staff from across the Department to provide resources, consultation, and support for our Douglas County clients. Many staff have attended and expressed their appreciation for the insight and support Manna Resource Center offers. We appreciate being able to offer this to our staff and are thankful for our collaboration with Manna to helping our clients in a community focused and preventative driven manner.



Mental Health

- On January 29, 2025, the Colorado House of Representatives adopted a [Joint Resolution HJR25-1008](#) proclaiming the third week of September as, "Co-Responder Units And Behavioral Health Crisis Professionals Week." Representatives Armagost and Bird introduced the Resolution and celebrated alongside board members of the Colorado Co-Responder Alliance (COCRA), including staff and Secretary of COCRA, Officer Tom O'Donnell of Castle Rock Police and his therapy K-9, Buddy, and Deputy Zach Zepeski of the DCSO and his therapy K-9, Olive. Deputy Zepeski and Officer O'Donnell are Douglas County Community Response Team (CRT) officers and founding members of COCRA.



Thanks to the support of the Douglas County Board of County Commissioners, the third week of September has been recognized in Douglas County as Co-Responder and Crisis Professionals Week since 2023. Now the recognition of Co-Responders' vital role in behavioral health crisis intervention and prevention has gained traction at the State level. Co-Responder and COCRA colleague Sgt. Robert Cook in Larimer County helped make this resolution possible in Colorado. The future is set on a national proclamation with the partnership of the International Co-Responder Alliance (ICRA).

Arapahoe/Douglas Works!

Successes/Highlights

- Arapahoe/Douglas Works! and Denver Economic Development and Opportunity have been awarded \$2.4m for a 2-year *Good Jobs* Challenge grant. The grant focuses on upskilling Colorado job seekers to meet the Aerospace industry's needs. Arapahoe/Douglas Works! will activate these funds beginning July 1, 2025.
- Arapahoe/Douglas Works! has been selected to present at the 2025 Rocky Mountain Workforce Development Association (RMWDA) Conference. See the attached list of presentations that were selected.
- Michelle, a Douglas County customer, enrolled into WIOA and the WTG grant in August 2024 to gain assistance with earning her EDDA credential so she could earn a higher wage job. Her current employment had significantly reduced her hours as she was a Dental Assistant. With the EDDA credential, this would allow her to have higher wages and be offered more hours within the Dental field as an Extended Duties Dental Assistant.
 - Michelle worked hard on exploring dental assisting schools to see which ones offered the appropriate training she needed. She was able to connect with the National Dental Assisting School in Broomfield. This did cause her to pause as it is far from where she lives. Michelle decided to make the sacrifice as it was worth her driving that far for her future.

- Michelle attended the training in Broomfield and successfully completed on 10/6/2024. Shortly after, she was offered employment with Clock Tower Family Dental at \$27 hour which is \$3 more an hour than what she was making previously. Arapahoe/Douglas Works! wishes her the very best as she continues to grow within the dental industry.

Events/Workshops

- On January 28th, the *Employment First, Colorado Works, and Douglas County Youth Programs* participated in the semi-annual Strive to Thrive Resource and Service Fair at Calvary Castle Rock. Workforce Specialists from all three teams participated in the event with over 60 participants and over 20 different organizations.
- Starting in February, the new *Money Matters* workshop will be offered virtually, as well as at the Arapahoe/Douglas Works! resource center at ACC Sturm. This workshop was developed to help public assistance recipients understand their net financial resources and help them plan for benefit cliffs.
- The Arapahoe/Douglas Works! Business Services team is currently launching its first Incumbent Worker Training Program for businesses with physical locations in Arapahoe or Douglas County. This training is open for businesses to apply to upskill or reskill their current workforce.
- In addition, Business Services currently has 12 businesses confirmed for the job fair at the Legacy Campus on February 28th. Industries include aviation, aerospace, advanced manufacturing, healthcare, and education.
- Arapahoe/Douglas Works! will be onsite at East Community Center (5933 S Fairfield St, Littleton) every Thursday from 8am-12pm during the time their food pantry is open. This is an increase from twice a month. Arapahoe/Douglas Works! will also have Spanish-speaking staff onsite.

Facilities, Fleet and Emergency Support Services

Facilities Projects:

- **Fairgrounds:** Event Center Conference Room Cabinet Refacing – 100% complete
- **Justice Center:**
 - DA’s remodel – 99% complete
 - K9 Memorial, entrance – 90% complete
 - Elevator Modernization J, K, L, M – 33% complete
 - DCSO Lobby Control and Records Remodel – 35% complete (pictured right)

Wilcox:

- Clerk and Recorder Remodel Phase II – 8% complete
- Building LED Retrofit Project – 92% complete
- Fleet Shop Parts Room Remodel – 75% complete



Fleet

- **Recently Completed:**
 - In-serviced units 2412
 - Faster Fleet Management Software update
 - Heavy Duty Tire IFB specifications submitted
 - Fuel site management automatic tank gauge upgrades

- **Working On:**

- In servicing all FY2023 Road and Bridge plow trucks
- Trello project management software implementation is being moved to Microsoft Planner
- RFQs for tires and shop supplies
- 2025 Budget – asset and upfit specs
- Castle Rock parts counter remodel (pictured right)



- **Fleet Acquisitions:**

- 2023 Asset Replacements & ADDs (72 Assets): 1 at upfitter
- 2024 Asset Replacements & ADDs (84)
 - Budgeted – 11 P.O.d; 28 at upfitter, 28 received
 - Additional/Unbudgeted – 4 in process, 8 received
 - Risk Mgt Replacement – 3 received
- 2025 Asset Replacements & ADDs (67 assets)
 - Budgeted – 34 being worked on
 - Additional/Unbudgeted – 1 ordered
 - Risk Management – 1 ordered, 1 received

Safety and Security / Emergency support Services

- 2025 Workplace Safety and Security Training sign-up links will be shared with all staff on February 10
- Douglas County COOPs are current for January 2025

Douglas County Fairgrounds and James R. Sullivan Events Center

- **Fairgrounds Events:** Open Riding, Plum Creek Kennel Club, Discover 4H, ATA Martial Arts, DougCo Democrats BBQ, Elite K9, Mounted Shooting, Hero’s Hall Foundation Meeting, Parker Barkers, 4H Cowboy Club, Barrels Practice, Kari Solberg Canine practice, Elevator Speech Talk, PE Plus, Castle Rock Winter Ball, Rocky Mountain Working Dogs, Parker Trail Riders, Church Gathering, Aurora Horseman, GOP Event, Parker Barkers, Mile High Youth Corp, Bull Challenge, Tanner Gun Show, Graduation Party, Gutierrez Birthday Party, Rabbitears

- **Fair and Rodeo:**

- Show Management Committee Meeting 2/5
- Livestock Sale Committee Meeting 2/5
- Guest Services Committee Meeting 2/10
- Marketing Committee Meeting 2/10
- Admin. Committee Meeting 2/13
- Entertainment Committee Meeting 2/13
- Executive Committee Meeting 2/13
- Fair Board Meeting 2/20

Public Health

- **Give your heart extra love this February - Douglas County Health Department has tips for American Heart Month ([full story](#))**



When was the last time you thought about your heart health? It’s far more important than you may realize, heart disease is the No. 1 overall cause of death for Americans including Coloradans. In Douglas County, one of the healthiest counties in the nation, rates of heart disease have been steadily rising since 2012.

As part of American Heart Month this February, your Douglas County Health Department wants to give you some tips to improve your heart health to live a long, happy life. Many aspects of our lifestyles contribute to the risk of heart disease, including diet, physical activity, sleep, stress management, and tobacco use. Small adjustments can lead to big benefits. This month, take one or a few of the following steps to reduce your risk of heart disease:

- Add a fruit or vegetable to every meal.
- Replace high-calorie beverages with water.
- Park farther away from your destination, take the stairs or add a short walk to your lunch break.
- Snack on a small handful of heart-healthy nuts instead of cookies, chips, or other less healthy snacks.
- Ask a friend to meet you for a walk, bike ride, or swim.
- Have your cholesterol and blood pressure checked and discuss the results with your doctor.
- Get help to stop smoking. [Find resources to help you or your loved ones quit on our webpage.](#)
- Stick to a bedtime that allows you to get 7-8 hours of sleep each night.
- Pause and take slow calming breaths or listen to music when you feel stressed or overwhelmed.

Visit the [Douglas County Health Department webpage](#) for more resources.

Commissioner Work Session – January 28, 2025

- **Roaring Fork Kennel Club Event Fee Waiver Request** – Staff presented a request from the Roaring Fork Kennel Club for a 2025 dog show at the Douglas County Fairgrounds. Discussion included an overview of the event, facility fees, availability of facility for the five-day event, and the economic benefits the show will bring to the County.
Motion – Waive the Fairgrounds rental fees in the amount of \$4,050 for the Roaring Fork Kennel Club event July 10-14, 2025. Passes 3-0.
- **Annexation Impact Report Waiver** – The request from the owners of the Pine Canyon project to waive the requirement that the Town of Castle Rock submit an annexation impact report was discussed. This request was in light of the fact that all documents previously submitted to the County by the applicant are very similar to what has been proposed to the Town and therefore would allow the project with the Town to continue to move on.
Motion – Approve the waiver of the annexation impact report for the Pine Canyon Project. Pass 3-0.
- **Federal Lobbyist Selection** – The Board was previously provided information on the firms that responded to the Request for Proposal. The purpose of the discussion was to get Board direction on the firm(s) selected.
Motion – Award the 2025 Federal Lobbying contract to the 76 Group per the proposal and continue to use additional resources as needed in select cases. Passes 3-0.
- **After Action Discussion for DC Lobbying Trip** – Jeff Small of the 76 Group provided a recap of the lobbying trip visits and the follow up that came from those visits.
- **CCI 2025 Steering Committee Proxies** – Commissioners designated the staff that will act as proxies for the appropriate Steering Committees.

Planning Services Activity Report

Completed Projects

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	01/22/25	Douglas Acres, Tract 13, 3rd Modification	Eligible Facilities Request (EFR) from T-Mobile to replace existing equipment.	SIP Modification	SP2024-101
3	01/23/25	Bains Replat	As-built SIP for the addition of a canopy over the existing fuel pumps.	Site Imp Plan	SP2022-123
2	01/24/25	Parker Pointe Filing 1, 1st Amd, Lot 4A	Town of Parker - Site Plan for a coffee shop with a drive-thru.	External Referral	RE2025-004
1	01/24/25	Park Meadows Town Center, 3rd Amd Lot 2	City of Lone Tree - SIP for the redevelopment of a sit-down restaurant.	External Referral	RE2025-001
2	01/24/25	2044 N State Hwy 83	Install 2 level-3 EV charging stations at the CORE Electric Franktown Switching Yard.	Site Imp Plan	SP2024-018
1	01/24/25	Looking Glass Filing 27	Referral request from the Town of Parker for the final plat of Looking Glass Filing 27.	External Referral	RE2025-002
	01/24/25	24675 County Road 126- Preliminary	Jefferson County - rezone to legalize and allow for existing recreational fishing club and lodging uses.	External Referral	RE2025-010
1	01/24/25	Looking Glass Filing 28	Referral request from the Town of Parker for the final plat of Looking Glass Filing 28.	External Referral	RE2025-003
	01/29/25	8251 Pierce Street - Preliminary	Referral request from Jefferson County for future development.	External Referral	RE2025-013
3	01/29/25	13059 N US Hwy 85	Request for a Variance to the setback of northern property line.	Variance	VA2024-006
2	01/30/25	Castle Pines Filing 2A, 9th Amendment	Request to adjust the lot line between two residential lots.	Administrative Replat	SB2024-059
	02/03/25	Weld County Code Change Ordinance - PUD Amendments	Referral request from Weld County for a Code Change Ordinance for PUD Amendments.	External Referral	RE2025-014

Referrals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	01/09/25	Pinery West Filing 1K, 1st Amd, Lot 21-A	Request for residential building envelope adjustment.	Administrative Replat	SB2024-067
3	01/09/25	Reynolds Industrial Park, Lot 29	Request for new commercial building and equipment and vehicle storage.	Site Imp Plan	SP2024-082
2	01/10/25	10086 S State Hwy 67, 1st Revision	Request for helicopter landing zone and associated access road to support emergency response for the DCSO	Location and Extent	LE2025-001
2	01/10/25	Three Pine Ridge	Change from SR to A-1 to bring the land into compliance with the CMP.	Zoning Map Change	DR2024-004
1	01/13/25	Meridian Office Park Filing 1, 38th Amd, Lot 6 and Tract G	Request for an easement adjustment.	Administrative Replat	SB2025-003
1	01/15/25	Fields Filing 3	Request to establish 7 single family residential lots.	Final Plat	SB2024-068

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	01/16/25	Hier Exemption, 1st Amendment	Divide an existing exempt parcel to allow for a single-family residence on 2.36 acres.	Exemption	EX2025-001
1	01/27/25	Pinery Village Filing 1, 1st Amendment	Request to subdivide into 10 lots for commercial development.	Replat	SB2024-043
1	01/27/25	Pinery Village Filing 1, Lot 1 and Tract A	Request for commercial development of retail and grocery.	Site Imp Plan	SP2024-062
3	01/29/25	Highlands Ranch Filing 134A, 2nd Amd, Lot 435A, 1st Rev	Request by Verizon for a new stealth rooftop personal wireless communication facility.	SIP Revision	SP2025-003
2	01/30/25	2995 Fifth Street, 1st Revision	Addition of classroom, restroom, and office space at existing church facility.	SIP Revision	SP2024-100

Upcoming PC Hearings

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	02/24/25	Chatfield Urban Area Expansion	Request for a CMP amendment to include a portion of Louviers Rural Community into the Chatfield Urban Area boundaries for Waterton Business Park.	CMP Amendment	DR2024-002
3	02/24/25	Highlands Ranch Filing 130A, lots 1 and 2	Highlands Ranch Metro District proposes various park improvements to Toepfer Park. <i>Continued from 1/27/25</i>	Location and Extent	LE2024-032
3	03/03/25	Chatfield Urban Area Expansion	Include a portion of Louviers Rural Community into the Chatfield Urban Area boundaries for Waterton Business Park.	CMP Amendment	DR2024-002
2	03/03/25	Three Pine Ridge Zone Map Change	Change from SR to A-1 to bring the land into compliance with the CMP.	Zoning Map Change	DR2024-004

Upcoming BCC Land Use Hearings or Meetings

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	03/11/25	Three Pine Ridge Zone Map Change	Request for a Zone Map Change from Suburban Residential to Agricultural One to bring the land into compliance with the Douglas County Comprehensive Master Plan.	Zoning Map Change	DR2024-004
2	03/25/25	Tallman Gulch Metro District - 2 nd Amd	2 nd Amendment to revise the service plant's debt limit.	Material Modification	SV2024-003

Upcoming LLA Hearings

Dist.	Date	License Type	Business Name & Address	Hearing Type	License No.
3	02/10/25	Tavern	Campus Lounge Backcountry - 10989 Sundial Rim Rd, Highlands Ranch, CO 80126	Transfer of Ownership	LL2025-012

Pre-submittals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	01/22/25	4085 Lark Sparrow Street	Establish outdoor learning areas and assorted amenities.	Location and Extent	PS2025-005

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	01/23/25	Highlands Ranch Filing 75C, Tract A	The applicant proposes a Replat to absorb Tract A into two adjacent properties.	Administrative Replat	PS2025-010
2	01/24/25	Russellville Filing 6, Lot 135	The applicant proposes an Access Easement Vacation.	Replat	PS2024-241
2	01/24/25	TR IN SW1/4 21-8-69	Exemption to the Legal Parcel status of the property previously purchased.	Exemption	PS2025-001
2	01/28/25	4010 Douglas Ave	Rezone 32.5 acres to PD for a new residential and commercial development	Rezoning - Planned Dev	PS2025-008
2	01/28/25	9560 S East Cherry creek Rd	Allow 14 horse lessons per day.	Use by Special Review	PS2025-014
2	01/28/25	Castlewood North, Lot 29	Operate a Kennel for 5 – 15 dogs in an existing barn on the property.	Use by Special Review	PS2025-009
3	01/28/25	5450 Manhart St	Convert the property to a Theater featuring a variety of mystery entertainment venues with catered meals.	Use by Special Review	PS2025-012
3	01/28/25	Sterling Ranch Filing 1, Tract P	DCSC construction of a new Elementary School at Sterling Ranch.	Location and Extent	PS2025-016
3	01/29/25	River Canyon Filing 2, Lot 3	Complete a land swap between private parties.	Administrative Replat	PS2025-013

Streamline Pre-submittals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	01/23/25	Bear Canyon Ranch, Parcel 48	Building Envelope Adjustment for optimum placement of a new barn.	Administrative Replat	PS2025-017
2	01/28/25	The Pinery Filing 8B, Lot 52A	Lot Line Adjustment to give control of a fence between properties to the County.	Administrative Replat	PS2025-018

New Applications

Dist.	Date	Project Title	Project Description	Project Type	Project No.
	01/22/25	24675 County Road 126- Preliminary	Jefferson County - rezone to legalize and allow for existing recreational fishing club and lodging uses.	External Referral	RE2025-010
	01/22/25	Monument Village	El Paso County - rezone from RR5 to RR2.5 to include 74 single-family residential lots.	External Referral	RE2025-011
2	01/24/25	Addington / Gearke, 2 nd Exempt. Parcel A-1	Request for a Variance to the setback.	Variance	VA2025-001
1	01/27/25	Pine Curve	Town of Parker - Site Plan for the Pine Curve Mixed-Use Development.	External Referral	RE2025-012
1	01/27/25	Travois Filing 1, Lot 4, 5, and 6	Request to combine 3 residential lots into 2 lots.	Administrative Replat	SB2025-005
	01/27/25	8251 Pierce Street - Preliminary	Referral request from Jefferson County for future development.	External Referral	RE2025-013
	01/27/25	Weld County Code Change Ordinance - PUD Amendments	Referral request from Weld County for a Code Change Ordinance for PUD Amendments.	External Referral	RE2025-014
1	01/28/25	13682 A N SH 83, 10 th Amd, 2 nd Rev, 5 th Mod	Eligible Facilities Request (EFR) from AT&T to upgrade existing equipment.	SIP Modification	SP2025-004

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	01/29/25	Titan Road Ind'l Park Filing 1, Lot 9, 1st Rev	As-built revision to include auto mechanical and auto body shop as approved uses.	SIP Revision	SP2025-006
3	01/29/25	Reynolds Industrial Park, 4th Amd, Lot 26A, 1st Rev, 1st Mod	Request to modify SIP to capture exiting improvements.	SIP Modification	SP2025-005
	01/31/25	Together Jeffco 2045 - Preliminary	Jefferson County - preliminary "Together Jeffco" 2045 Comprehensive Plan and Transportation and Mobility Plan.	External Referral	RE2025-017
2	01/31/25	Advent Health MOB Site Development Plan	Referral request from the Town of Castle Rock for a new Site Development Plan (SDP) for Advent Health MOB.	External Referral	RE2025-015
2	01/31/25	Canyonside Subdivision Filing 2, Lot 1 and 2	Referral request from the City of Lone Tree for a Site Improvement Plan (SIP) for Canyonside Filing 2, lots 1 and 2.	External Referral	RE2025-016
2	02/03/25	Milestone Filing 4, Lot 3A - Minor Site Plan Amendment	Referral Request from the Town of Castle Rock for a minor site plan amendment for charging station.	External Referral	RE2025-019
2	02/03/25	Pine Canyon Annexation	Town of Castle Rock - annexation of Pine Canyon Planned Development.	External Referral	RE2025-018
3	02/03/25	4085 Lark Sparrow Street	Request for outdoor learning space additions at existing charter school.	Location and Extent	LE2025-002

New Miscellaneous Jobs

Dist.	Date	Project Title	Project Description	Project Type	Project No.
	01/23/25	Douglas County 2050 Comprehensive Water Master Plan	Douglas County 2050 Comprehensive Water Master Plan.	MI	MI2025-003
	01/27/25	Location and Extent Determinations	Location and Extent Determinations (no L&E required).	MI	MI2025-004
3	01/31/25	6796 N US Highway 85	Applicant requests a Legal Parcel Determination for his land.	MI	MI2025-008
3	01/31/25	6800 N Highway 85	Applicant requests a Legal Parcel Determination for his land.	MI	MI2025-006
3	01/31/25	PT TR IN SE1/4NE1/4 10-7-68	Applicant requests a Legal Parcel Determination for his land.	MI	MI2025-007
3	01/31/25	PT TR IN SE1/4NE1/4 10-7-68	Applicant requests a Legal Parcel Determination for his property.	MI	MI2025-005

New Sign Permits

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	01/23/25	Highlands Ranch Filing 154, 1 st Amd, Lot 2A	Grace Presbyterian Church - 7900 Hope Pl	Sign Permit	SG2025-015

Liquor Licenses

Dist.	Date	License Type	Business Name & Address	License No.
3	01/31/25	Beer & Wine	Blue Sky Nails - 1265 SGT Jon Stiles Dr, Highlands Ranch, CO 80219	LL2025-013

Special Event Liquor Permits

Dist.	Date	Event Name	Permittee Name & Event Address	Permit No.
2	01/28/25	Mardi Gras Bingo	St. Francis of Assisi Catholic Church - 2746 Fifth St	LL2025-011
3	01/28/25	Chamber Music Celtic Culture	HRCAA (Highlands Ranch Cultural Affairs Association) - 4800 McArthur Ranch Rd	LL2025-010
3	01/28/25	Cold Cases & Cocktails	Highlands Ranch Community Assoc - 4800 McArthur Ranch Rd	LL2025-009
3	01/28/25	Valentine's Day Music	Highlands Ranch Cultural Affairs Assoc - 4800 McArthur Ranch	LL2025-008

Engineering Services Bid Calendar (updated 2/5/25)

Project Description	Plans Available to Contractors	Contractor Pre-Bid Conference	Project Bid Opening	Tentative BCC Approval Date
2025 Asphalt Overlay Project : CI 2025-003	Nov. 18, 2024	Nov. 27, 2024	Dec. 10, 2024 <i>Five bids under review</i>	Feb. 11, 2025

This project consists of placement of hot mix asphalt overlays at various locations throughout Douglas County. Bid items include removal of asphalt mat, hot mix asphalt paving, adjustment of manholes and water valve boxes, replacement of pavement markings, and erosion control.

Hess Road Over Access Road Project Bridge DOUHESS-3.35 Improvements: CI 2024-016	Nov. 25, 2024	Dec. 4, 2024	Dec. 17, 2024 <i>Four bids under review</i>	Feb. 11, 2025
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This project consists of rehabilitating portions of a bridge structure and roadway crossing an Access Road. The project includes removal of portions of the present structure, asphalt milling, sawing and sealing bridge joints, waterproofing membrane, hot mix asphalt placement, concrete pavement and patching, erosion control, traffic control as well as other items.

2025 Guardrail Repair Project: CI 2025-002	Nov. 26, 2024	Dec. 18, 2024	Jan. 7, 2025 <i>One bid under review</i>	Feb. 11, 2025
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This project consists of repairing or replacing guardrail components within unincorporated Douglas County.

2025 Sidewalk Repair and Curb Ramp Retrofit Project : CI 2025-001	Dec. 23, 2024	Jan. 8, 2025	Jan. 21, 2025 <i>Seven bids under review</i>	Feb. 25, 2025
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This project consists of placement of sidewalks, curb, and gutter at various locations throughout Douglas County. Bid Items include removal of sidewalk, replacement of sidewalk, cur rant retrofit, removal and replacement of concrete pavement, emergency repairs and erosion control.

Kendrick Castillo Way / Plum Valley Lane Signal Project: TF 2021-026	Jan.27, 2025	Feb. 5, 2025	Feb. 18, 2025	Mar. 25, 2025
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This project consists of the reconstruction of the intersection at Kendrick Castillo Way and Plum Valley Lane and installation of a traffic signal. The project includes the removal and replacement of curb, gutter, and sidewalk, asphalt pavement, and curb ramps removal of the existing traffic signals, contraction of a new signalized intersection including setting new traffic signal poles and mast arms, and associated work. Bid items include traffic signal components, erosion control items, aggregate base course and pavement markings, construction surveying, topsoil, sod and irrigation.

Palmer Divide Avenue Paving Project (Phase 3): CI 2023-013	Feb. 3, 2024	Feb. 12, 2025	Feb. 25, 2025	Mar. 25, 2025
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The Palmer Divide Avenue Paving Project (Phase 3) consists of extending the asphalt roadway on Palmer Divide Avenue from Black Forest Road to Southeast Cherry Creek Road. Palmer Divide Avenue lies on the southern boundary of Douglas County. This portion of Palmer Divide Avenue is currently maintained by Douglas County. This project will also replace two existing culvert crossings with new crossings, including flared end sections.

Hilltop Road Improvement Project (Legend High School to Crestview Dr/Village Rd): CI 2020-029	Feb.10, 2025	Feb. 19, 2025	Mar. 4, 2025	Apr. 8, 2025
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The Project consists of widening and reconstructing Hilltop Road and Singing Hills Road corridors in three (3) phases. Phase 1 will include the paving of Hilltop Road from Legend High School to Crestview Drive/Village Road.

Local Improvement District Status (updated 2/5/25)

<p>Spring Canyon LID (Group 2) CI 2023-019</p> <ul style="list-style-type: none"> • Next Step – County to issue an RFP for direct bank loan financial services in January 2025, with proposals due in February 2025. • Webpage created to keep citizens up to date on project 2023 Spring Canyon Local Improvement District (LID) - Douglas County
<p><i>Spring Canyon LID is a group of 74 lot owners who are interested in having a LID. If approved the LID project would consist of grading, water, and sanitary sewer infrastructure, storm sewer infrastructure, aggregate base course, curb & gutter, hot mix asphalt, and erosion control as the major construction items.</i></p>
<p>2023 Bannock Drive LID (Group 7) CI 2023-032</p> <ul style="list-style-type: none"> • Next Step – County to issue an RFP for direct bank loan financial services in January 2025, with proposals due in February 2025. • Webpage created to keep citizens up to date on project 2023 Bannock Drive Local Improvement District (LID) - Douglas County.
<p><i>2023 Bannock Drive LID is a group of 40 lot owners who are interested in having a LID. These lots are in the Perry Park West region on Bannock Drive east of Cheyenne Drive, along Quivas Road, and Delaware Drive southwest of Elati Road. If approved, the LID project would consist of grading, water, and sanitary sewer infrastructure, storm sewer infrastructure, aggregate base course, curb & gutter, hot mix asphalt, and erosion control as the major construction items.</i></p>

AGREEMENT

Project Name: **2025 ASPHALT OVERLAY PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2025-003**

1. **Parties.** This Agreement is made and entered into this _____ day of _____, **2025**, between the Board of County Commissioners of the County of Douglas, State of Colorado (hereinafter "County") and **BRANNAN SAND & GRAVEL COMPANY**, (hereinafter "Contractor").

2. **Contract Documents.** The entire contract between the Parties shall consist of and include:

- A. This Contract, which includes the Cover Page and Table of Contents;
- B. Standard Specifications for Road and Bridge Construction, **dated 2023** adopted by the Colorado Department of Transportation;
- C. CDOT Standard Plans-M&S Standards, as current at time of Bid;
- D. Douglas County Roadway Design and Construction Standards, as current at time of Bid;
- E. The Invitation to Bid;
- F. Notice to Bidders;
- G. Douglas County's Standard Special Provisions (SSPs), Project Special Provisions (PSPs) and Project Addenda;
- H. Plans and Drawings;
- I. Proposal Form and Bid Bond Form;
- J. Payment and Performance Bonds;
- K. Notice of Intent to Award;
- L. Notice to Proceed;
- M. Change Orders;
- N. Non-Collusion Affidavit;
- O. Warranty;
- P. County's Payment Policies;
- Q. Bid Proposal and Schedule;
- R. Insurance Certificates; and
- S. Appendix and other attachments.

3. Except as otherwise provided in this Contract, the Project shall be constructed in accordance with the CDOT Standard Specifications for Road and Bridge Construction, **dated 2023**.

4. **Scope of Work.** Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: **This project consists of placement of hot mix asphalt overlays at various locations throughout Douglas County. Bid items include removal of asphalt mat, hot mix asphalt paving, adjustment of manholes and water valve boxes, replacement of pavement markings, and erosion control.** The Contractor shall furnish all of the necessary supervision, materials, tools and supplies and perform all of the labor and other services necessary to complete this Contract.

5. **Contract Time.** This is a **Completion Date Contract**. The **Contract Time of 90 calendar days will be used to determine the Completion Date, once the Notice to Proceed is established.** The work shall be completed and ready for Final Acceptance by the Completion Date determined in the Notice to Proceed. The Contractor agrees that time is of the essence and agrees to proceed with due diligence, taking all precautions, and making all necessary arrangements to insure the completion of the work within the prescribed time period.

6. **Compensation.** As consideration for the completion of the Project as required by the Contract Documents, the County shall pay the Contractor the sum of **ELEVEN MILLION, ELEVEN THOUSAND, NINE HUNDRED SIXTY-NINE DOLLARS AND THIRTY CENTS (\$11,011,969.30)**, which amount shall be payable pursuant to the Contract Documents.

7. **Amount of Money Appropriated.** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **ELEVEN MILLION, ELEVEN THOUSAND, NINE HUNDRED SIXTY-NINE DOLLARS AND THIRTY CENTS (\$11,011,969.30)**, for fiscal year **2025**. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

8. **Change Orders.** No change order, or other form of order or directive of the County requiring additional compensable work to be performed, which work is in excess of that specified in Paragraph 7 above, shall be issued unless the Contractor is given written assurance by the County that lawful appropriations to cover the costs of the additional work will be or have been made.

9. **Taxes.** The Contractor shall apply to the State Revenue Department for an exemption certificate in order to exempt it from having to pay sales and use tax.

10. **Bonds.** The Contractor shall secure and maintain, at the Contractor's expense, Payment and Performance Bonds as required by statute executed by a corporate surety licensed to do business in the State of Colorado. Such bonds shall be in the full amount of the contract price and shall be filed with the County prior to the commencement of any work on the Project.

11. **Indemnification and Insurance.** Contractor agrees to:

- A. Indemnification. To the fullest extent permitted by law, the Contractor and each of its subcontractors shall indemnify and hold harmless the County, its officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with Contractor's services on behalf of the County pursuant to this Contract, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence, or other fault of Contractor, any subcontractor, any officer, employee, representative or agent of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable; provided, however, that except for workers' compensation, disability benefits or other similar employee benefit claims, Contractor is not obligated to indemnify the County hereunder for that portion of any

claims, damages, losses, demands, and expenses arising out of or resulting from any negligent act or omission of the County, or its agents and employees. Contractor's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. With respect to any and all claims against the County, or any of its officers, employees, or agents by any employee of Contractor, any of its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. Further, this indemnification is intended to comply with and be subject to § 13-50.5-102(8), C.R.S., as amended from time to time.

- B. Procure and maintain commercial general liability insurance including completed operations, contractual liability, products liability and automobile liability, affording coverage for all claims for bodily injury including death and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor, by subcontractors under it or anyone directly or indirectly employed by the Contractor or by subcontractor under it. Required coverage is outlined in **Revision of Section 107 of the Standard Special Provisions and made a part of this Contract.**
- C. Obtain and maintain during the term of this Contract worker's compensation insurance as required by law. This insurance shall cover all of its employees employed under the terms of this Contract. If any of the work on the Project is sublet, the Contractor shall require each of its subcontractors to provide similar coverage for all of the subcontractor's employees to be engaged in such work.
- D. Contractor is an independent contractor under this Contract. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times employees of the Contractor for all purposes. Contractor is required to maintain workers' compensation insurance for such employees as set forth in paragraph 11.C herein. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACTUAL RELATIONSHIP.**

12. **No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

13. **Assignment.** The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written approval of the Project Engineer. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the County, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

14. **Subletting of Contract.** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, or its right, title or interest therein, without the written consent of the County. The Contractor may utilize the services of specialty contractors on those parts of the Project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall be fully responsible to the County for the acts and omissions of the subcontractors and of persons directly employed by them, as it is for the acts and omissions of persons directly employed by it. The Contractor shall provide appropriate provisions to be inserted on all subcontracts relative to the Project to bind the subcontractors to the Contractor by the terms of the Contract Documents to give the Contractor the same power in regard to termination of any subcontractor that the County may exercise over the Contractor under any provision of the Contract Documents.

15. **Non-Discrimination and Federal Assurances in Connection with Performance of Work.** The Contractor agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, age, color, national origin, or ancestry and further agrees to insert the foregoing provision in all subcontracts hereunder. Further, Contractor agrees to comply with the Standard Title VI Non-Discrimination Appendices A and E attached hereto and incorporated herein, and the foregoing shall be a provision in all subcontracts hereunder.

16. **Cancellation of Contract.** Failure of the Contractor to comply with any of the requirements of this Contract may be considered by the County as evidence of the inability on the part of the Contractor to maintain the quality and service standards necessary under this Contract and shall be sufficient cause for termination of the Contract and the County initiating legal action against the Performance Bond of the Contractor.

17. **Patented Devices, Materials and Processes.** If a Contractor is required or desires to use any design, device, invention, product, material or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or copyright owner and the County and shall pay all license fees and royalties and assume all costs incident to such use and construction of the Project or incorporation in the Project. The Contractor agrees to defend, indemnify and save harmless the County from any and all claims for infringement by reason of the use of such patented design, device, invention, project, material, or process or any trademark or copyright in connection with the construction of the Project pursuant to the Contract Documents and shall defend and indemnify the County for any costs, expense, and damages, including attorney's fees, which the County may be obliged to pay for any such infringement at any time such claim is made or prosecuted, including, but not limited to, after the completion of the Project. If the County determines, in the reasonable exercise of its discretion, that a joint defense for the County and the Contractor creates a conflict of interest, the County shall be permitted to select its own counsel, and the Contractor shall pay all reasonable attorneys' fees, expenses (including expert fees and expenses), and costs of the County's defense. The County may, if it so desires, withhold any payment due the Contractor so long as it shall be reasonably necessary to indemnify the County on account of such injuries or damage.

18. **Compliance with Safety and Health.** Contractor agrees, in the performance of this Contract, to comply with all safety orders, rules and regulations imposed pursuant to the Colorado Occupational Safety and Health Program, commonly referred to as COSHA, and/or all other safety orders and regulations properly imposed by any other regulatory governmental agency of the State of Colorado or of the United States.

19. **Permits and Licenses.** Unless otherwise provided, the Contractor shall procure all permits and licenses and pay all charges and fees including, but not limited to, all inspection charges of agencies having appropriate jurisdiction, give all notices necessary and incidental to the due and lawful construction of the Project. County may assist Contractor, when necessary, in obtaining such permits and licenses.

20. **Venue.** Any and all legal actions pertaining or related to this Contract shall be filed and tried in the District Court in and for the County of Douglas, State of Colorado.

21. **Colorado Labor Preference.** The provisions of §§ 8-17-101 through 8-17-107, C.R.S., are applicable to this Contract. Colorado labor must be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on the Project. The 80% requirement for Colorado labor shall be waived by the County if there is reasonable evidence to demonstrate insufficient Colorado labor to perform the work of the Project and if compliance with this requirement would create an undue burden that would substantially prevent the Project from proceeding to completion. Colorado labor means any person who is a resident of the State of Colorado at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex is a bona fide occupational qualification. A resident of the State of Colorado is a person who can provide Colorado driver's license, a valid Colorado state issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. This section is not applicable to any project that receives Federal funds. Enforcement for violation of this section is pursuant to rules and regulations to be promulgated by the Colorado Department of Labor pursuant to §§ 8-17-104, 8-17-105 and 8-17-106, C.R.S.

22. **Conflict of Interest.** The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

STANDARD TITLE VI NON-DISCRIMINATION: APPENDIX A

(Updated October, 2020)

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the United States, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, the Colorado Department of Transportation or U.S. government be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor will so certify to the County, the Colorado Department of Transportation or U.S. government, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the County will impose such contract sanctions as it, the Colorado Department of Transportation or U.S. government may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract. or procurement as the County, the Colorado Department of Transportation or U.S. government may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that, if the Contractor becomes involved in, or is threatened with litigation with a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

STANDARD TITLE VI NON-DISCRIMINATION: APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

APPROVED AS TO CONTENT:

Chair Date

DOUGLAS J. DEBORD Date
County Manager

ATTEST

Deputy Clerk Date

APPROVED BY DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS:

DocuSigned by:
Janet Herman 1/22/2025

JANET HERMAN, P.E. Date
Director of Public Works

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND Date
Director of Finance

CHRIS PRATT Date
Sr. Assistant County Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized under the laws of the State of _____, hereinafter referred to as the "Contractor", and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **ELEVEN MILLION, ELEVEN THOUSAND, NINE HUNDRED SIXTY-NINE DOLLARS AND THIRTY CENTS (\$11,011,969.30)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has on the ____ day of _____, _____, entered into a written contract with the County for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of **2025 ASPHALT OVERLAY PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2025-003**, in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the County to the extent of any and all payments in connection with the carrying out of such Contract which the County may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

(Contractor)

BY: _____
(President)

(Surety Company)

BY: _____
(Attorney-in-Fact)

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor", and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **ELEVEN MILLION, ELEVEN THOUSAND, NINE HUNDRED SIXTY-NINE DOLLARS AND THIRTY CENTS (\$11,011,969.30)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the ____ day of _____, _____, entered into a written contract with the County for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of **2025 ASPHALT OVERLAY PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2025-003** in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the County all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees that the County sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

**PERFORMANCE BOND
(CONTINUED)**

(Contractor)

BY: _____
(President)

(Surety Company)

BY: _____
(Attorney-in-Fact)

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

WARRANTY

TO: Douglas County, Colorado

FOR: **2025 ASPHALT OVERLAY PROJECT**
DOUGLAS COUNTY PROJECT NUMBER CI 2025-003

The undersigned warrants the construction and installation of the above improvements in accordance with and as contemplated by the Project plans and specifications. Should any of the materials prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within **twelve months** after the date on which the Project is finally accepted by the County, the undersigned agrees to reimburse the County, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said Project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated.

The County shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this warranty, the County shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

EXECUTED this _____ day of _____, **2025**

CONTRACTOR: _____

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

**NOTICE OF INTENT TO AWARD
FOR THIS COMPLETION DATE CONTRACT**

TO: BRANNAN SAND & GRAVEL COMPANY

PROJECT 2025 ASPHALT OVERLAY PROJECT
DESCRIPTION: DOUGLAS COUNTY PROJECT NUMBER CI 2025-003

The County has considered the Bid submitted by you for the above described work in response to its Bid Opening dated **DECEMBER 10, 2024.**

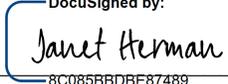
You are hereby notified that your Bid has been conditionally accepted in the amount of **ELEVEN MILLION, ELEVEN THOUSAND, NINE HUNDRED SIXTY-NINE DOLLARS AND THIRTY CENTS (\$11,011,969.30),** subject to approval by the Board of County Commissioners.

You are required by the Notice to Bidders to sign the Contract and furnish the required Contractor's Payment Bond, Performance Bond, Certificates of Insurance, Warranty and all other formal Contract Documents within **ten (10) calendar days from the date of this Notice of Intent to Award.**

If you fail to sign said Contract and to furnish said Bonds, Certificates of Insurance, Warranty and all other formal Contract Documents within **ten (10) days from the date of this Notice,** said County may consider your Bid as abandoned, and as a forfeiture of your Bid Bonds. The County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Intent to Award to the County within three (3) days from the date of receipt of this Notice.

Dated 1/22/2025

County: Douglas County
By: 
JANET HERMAN, P.E.
Title: Director of Public Works

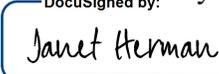
ACKNOWLEDGMENT: Receipt of the foregoing Notice of Intent to Award is hereby acknowledged. You are required to acknowledge and return this Notice of Intent to Award within three (3) days of receipt of this Notice:

Contractor: _____
By: _____
Print Name: _____
Title: _____
Date: _____
Telephone: _____

**NOTICE TO PROCEED
FOR THIS COMPLETION DATE CONTRACT**

TO: **BRANNAN SAND & GRAVEL COMPANY**
FROM: **DOUGLAS COUNTY GOVERNMENT**
DATE: _____
REGARDING: **2025 ASPHALT OVERLAY PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2025-003**

You are hereby notified that work associated with this Completion Date Contract will commence on **JULY 7, 2025**. On that date, you are to start performing your obligations under the Contract between you and Douglas County, Colorado, dated _____. The Contract Time of **90 calendar days** will be used to establish the Completion Date. Therefore, the work shall be completed and ready for final acceptance by the Completion Date, which shall be **OCTOBER 5, 2025**. **You are required to return an acknowledged copy of this Notice to the County within three (3) days of receipt of this Notice.**

County: Board of County Commissioners of Douglas County
By: 
Title: JANET HERMAN, P.E.
Director of Public Works
Date: 1/22/2025

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

Contractor: _____
By: _____
Print Name: _____
Title: _____
Date: _____
Telephone: _____

COUNTY'S PAYMENT POLICIES

The following policies have been formulated to assure timely and accurate payments by Douglas County Government to its Contractors. Invoices submitted which are not in complete accordance with these policies will be returned (mailed) without payment to the Contractor for completion.

1. Each invoice for progress payment and/or final payment must list the description and location of the work being performed. Contractor's invoice for materials being billed must also be attached.
2. All invoices are to be submitted to Douglas County Department of Public Works, Engineering Division, Philip S. Miller Building, 100 Third Street, Suite 220, Castle Rock, CO 80104, and Attention: **Keith Burke, Project Manager.**
3. Invoices must be submitted by the last day of the month to be paid net 30 days. Under no circumstances will a Contractor be paid more than once a month. Errors will be corrected on the next pay cycle.
4. Checks will be mailed monthly. When payment dates occur on Saturday, Sunday or a County holiday, payment will be made on the first working day following such date.

ACKNOWLEDGMENT

I have read the above procedures and understand that any deviation therefrom will cause delays in the payment of those invoices involved.

Contractor: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____